

AMENDMENT TO INFORMATION FORM OF  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 26

THE STATE OF TEXAS       §  
  §  
COUNTY OF BRAZORIA     §

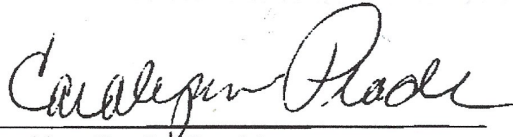
We, the undersigned, constituting a majority of the members of the Board of Directors of Brazoria County Municipal Utility District No. 26 (the "District"), do hereby make, execute and affirm this Amended Information Form in compliance with Texas Water Code §§ 49.452 and 49.455 and 30 TEXAS ADMIN. CODE §293.92. We do hereby certify as follows:

1. The most recent tax rate levied by the District on property within the District is \$0.09 per \$100 of assessed valuation.

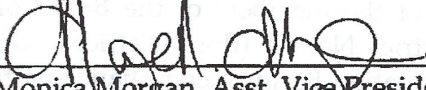
2. The form Notice to Purchasers required by Section 49.452, Texas Water Code, as amended, to be furnished by a seller to a purchaser of real property in the District is attached hereto as **Exhibit A** and incorporated herein for all purposes.

[EXECUTION PAGE FOLLOWS]

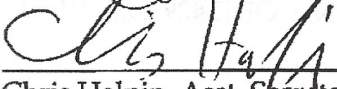
WITNESS OUR HANDS this 7th day of July 2023.



Caralynn Prade, President



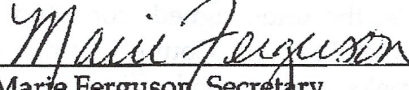
Monica Morgan, Asst. Vice President



Chris Halpin, Asst. Secretary



Melissa Slade, Vice President

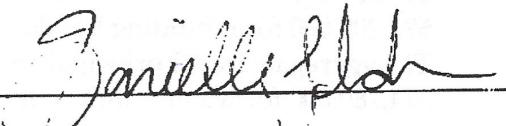


Marie Ferguson, Secretary

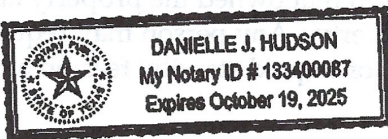
THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Caralynn Prade, Marie Ferguson, Monica Morgan, Chris Halpin known to me to be the persons and officers whose names are subscribed to the foregoing instrument and affirmed and acknowledged that said instrument is correct and accurate to the best of their knowledge and belief, and that they executed the same for the purposes and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of July 2023.

  
Notary Public, State of Texas

(NOTARY SEAL)



AFTER RECORDING, return to: Brazoria County Municipal Utility District No. 26, c/o Allen Boone Humphries Robinson, LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, Attn: Danielle Hudson

## NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT

The real property that you are about to purchase is located in the Brazoria County Municipal Utility District No. 26 (the "District") and may be subject to District taxes or assessments. The District may, subject to voter approval, impose taxes and issue bonds. The District may impose an unlimited rate of tax in payment of such bonds. The current rate of the District property tax is \$0.09 on each \$100 of assessed valuation.

The total amounts of bonds payable wholly or partly from excluding any bonds or any portions of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters are:

\$108,300,000 for water, sewer, and drainage facilities;

\$72,200,000 for refunding bonds

The aggregate initial principal amounts of all such bonds issued are:

\$74,780,000 for water, sanitary sewer, drainage and flood control facilities.

The district sought and obtained approval of the Texas Commission on Environmental Quality to adopt and impose a standby fee. The amount of the standby fee is \$0. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The District is located wholly or partly within the corporate boundaries of the City of Pearland. The municipality and the District overlap, but may not provide duplicate services or improvements. Property located in the municipality and the District is subject to taxation by the municipality and the District.

The purpose of the District is to provide water, sewer, drainage, flood control, facilities and services. The cost of District facilities is not included in the purchase price of your property.

6/14/2024  
(Date)

SELLER:  
  
Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT



THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of real property or at closing of purchase of the real property.

PURCHASER:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Purchaser

AFTER RECORDING, return to: \_\_\_\_\_.

## FILED and RECORDED

Instrument Number: 2023030356

Filing and Recording Date: 07/10/2023 09:08:47 AM Pages: 6 Recording Fee: \$42.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-rachael



## DISTRICT INFORMATION FORM

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF BRAZORIA   §

KNOW ALL PERSONS BY THESE PRESENTS:

We, the undersigned officers and commissioners of BRAZORIA DRAINAGE DISTRICT NO. 4 (the "District"), constituting a majority of the members of the Board of Commissioners of the District, and acting pursuant to the authority and requirements of Section 49.455, Texas Water Code, as amended, do hereby affirm, acknowledge and certify that:

I.

The name of the District is BRAZORIA DRAINAGE DISTRICT NO. 4.

II.

The complete and accurate legal description of the boundaries of the District is shown on Exhibit "A" attached hereto, incorporated herein and made a part hereof for all purposes.

III.

The most recent rate of District taxes on property located within the District is \$0.114786 per \$100 of assessed valuation.

IV:

The total amount of bonds which have been approved by the voters within the District and which may be issued by the District (excluding refunding bonds and any portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) is \$0.

V.

The aggregate initial principal amount of all bonds of the District payable in whole or in part from taxes (excluding refunding bonds and any portion of bonds payable solely from revenues

received or expected to be received pursuant to a contract with a governmental entity) that have been previously issued by the District is \$124,740.48.

VI.

There are no standby fees imposed by the District at this time.

VII.

The election to confirm the creation of the District was held on June 21, 1910.

VIII.

The function to be performed by the District is the providing of drainage facilities to the area of the District.

IX.

The form of notice to purchasers required to be furnished by a seller to a purchaser of real property located within the District, with all information required to be furnished by the District completed, is attached hereto as Exhibit "B".

X.

A complete and accurate map showing the boundaries of the District is shown on Exhibit "C" attached hereto, incorporated herein and made a part hereof for all purposes.



**Exhibit "B"**

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property or at closing of purchase of the real property.

\_\_\_\_\_, Purchaser

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

THE STATE OF TEXAS     §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of T E X A S

(SEAL)

# FILED and RECORDED

Instrument Number: 2024001429

Filing and Recording Date: 01/10/2024 12:33:17 PM Pages: 10 Recording Fee: \$61.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, reading "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-jessie

EFFECTIVE the 9th day of Jan., 2024.

BRAZORIA DRAINAGE DISTRICT NO. 4

By: Jeffrey Brennan

Name: Jeffrey Brennan

Title: Chairman

By: Jim Mooney

Name: Jim Mooney

Title: Secretary

By: Scott Feules

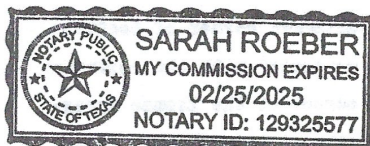
Name: Scott Feules

Title:

THE STATE OF TEXAS §

COUNTY OF Brazoria §

This instrument was acknowledged before me on this 9th day of January, 2024, by Jeff Brennan, Jim Mooney and Scott Feules, Commissioners of Brazoria Drainage District No. 4, on behalf of said District.



(SEAL)

[Signature]  
Notary Public in and for  
the State of Texas

694880



BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

Exhibit "A"

SECTION 1: Brazoria County Drainage District Number Four (4) of Brazoria County, Texas, including within its limits the territory described and defined in that certain order of the Commissioners Court of Brazoria County, Texas, passed and adopted by said court on the 28th day of June, A.D. 1910, recorded in Book "J" page 56 et seq., minutes of the Commissioners' Court of said county, same including within its limits the territory described and defined in said order, the metes and bounds of which said territory is as follows, to wit: -----

BEGINNING at the junction of the Brazoria and Galveston County boundary line in the center of Clear Creek; thence south with said Brazoria and Galveston County boundary line to the southeast corner of the R. A. Magee Survey; thence westerly along the southerly line of said R. A. Magee survey to the east line of Section No. 40 H. T. & B. R. R. Survey; thence northerly with said easterly line of said Section No. 40 to the southeast corner of Section No. 37 H. T. & B. R. R. Survey; thence westerly along the north line of said section No. 40 to the southeast corner of Section No. 38 H. T. & B. R. R. Survey; thence northerly with the east line of said Section No. 38 to a point equi-distant between the southeast corner and the northeast corner of said section No. 38; thence westerly across said section No. 38 parallel with the south line of said section No. 38 to its west line; thence north with the west line of said section No. 38 to the southeast corner of Section No. 34; thence west with the south line of said section No. 34 to its southwest corner; thence south to the southeast corner of Section No. 35 H. T. & B. R. R. Survey; thence northwest with the northeast boundary line, of and to the northeast corner of the Thomas Spragins Survey; thence southwest to the northwest line of said Spragins survey, to the east corner of the H. J. Little Survey; thence northwest with the northeast lines of the H. J. Little and Erastus Little Surveys to the north corner of the Erastus Little Survey; thence southwest to its west corner; thence west to the northeast corner of the A. G. H. & B. Survey Section No. 90; thence south to the southeast corner of Section 65 H. T. & B. R. R. Survey; thence west to the west line of Brazoria County, following the south lines of Sections Nos. 65, 66, 67 and 68 and continuing west to said county line; thence northerly with the Brazoria and Fort Bend County line to its junction with the south boundary line of Harris County; thence easterly with Harris County and Brazoria County boundary line and Clear Creek to the place of beginning, said territory included in said description being situated entirely within Brazoria County, Texas.-----



## **Exhibit "B"**

# **NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT**

The real property that you are about to purchase is located in Brazoria Drainage District No. 4 (the "District") and may be subject to District taxes or assessments. The District may, subject to voter approval, impose taxes and issue bonds. The District may impose an unlimited rate of tax in payment of such bonds. The current rate of the District property tax is \$0.114786 on each \$100 of assessed valuation.

The total amount of bonds payable wholly or partly from property taxes approved by the voters, excluding refunding bonds that are separately approved by the voters, is \$-0-. The aggregate initial principal amount of all such bonds issued is \$-0-.

The District is located wholly or partly within the extraterritorial jurisdiction of the following municipalities: City of Pearland, City of Brookside Village, City of Iowa Colony, and City of Manvel. Texas law governs the ability of a municipality to annex property in the municipality's extraterritorial jurisdiction and whether a district that is annexed by the municipality is dissolved. The District is also located wholly or partly within the corporate boundaries of the City of Pearland, City of Brookside Village, City of Iowa Colony, and City of Manvel. Such municipalities and the District overlap, but may not provide duplicate services or improvements. Property located in the District and within the corporate limits of the City of Pearland, City of Brookside Village, City of Iowa Colony, or City of Manvel is subject to taxation by the applicable municipality and the District.

The purpose of the District is to provide drainage and flood control services within the boundaries of the District. Section 49.211, Texas Water Code, empowers the District to adopt (1) rules for construction activity conducted within the District that relate to providing adequate drainage or flood control, and (2) reasonable procedures to enforce those rules. A copy of the District's Rules are available through the District's website. The Rules include requirements and criteria for the development of land and associated drainage facilities within the District in order to protect all property within the District's boundaries from flood risk. Failure to comply with the Rules places your property and surrounding property at risk. The obligation to comply with District Rules applies to the owner of the property and each subsequent owner that acquires the tract. This obligation does not extinguish upon transfer of ownership of the property. The cost of District facilities is not included in the purchase price of your property. All drainage and detention facilities constructed by a property owner or developer shall be maintained by the property owner or developer, their legal heir(s), successor(s), or assignee(s). Buyer beware; the purchaser of any non-compliant property within the District is responsible for property conformance with all District Rules, Regulations, and Guidelines. Due diligence is the responsibility of the purchaser. For more information, please visit the District's website@ [WWW.BDD4.ORG](http://WWW.BDD4.ORG). The legal description of the property which you are acquiring is set forth in Exhibit "A" attached hereto and made a part hereof.

## Exhibit "B"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit "B"

Bruce E. Maerz, Seller

By: Bruce E. Maerz

Name: \_\_\_\_\_

Title: SELLER

6/14/2024  
Date

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

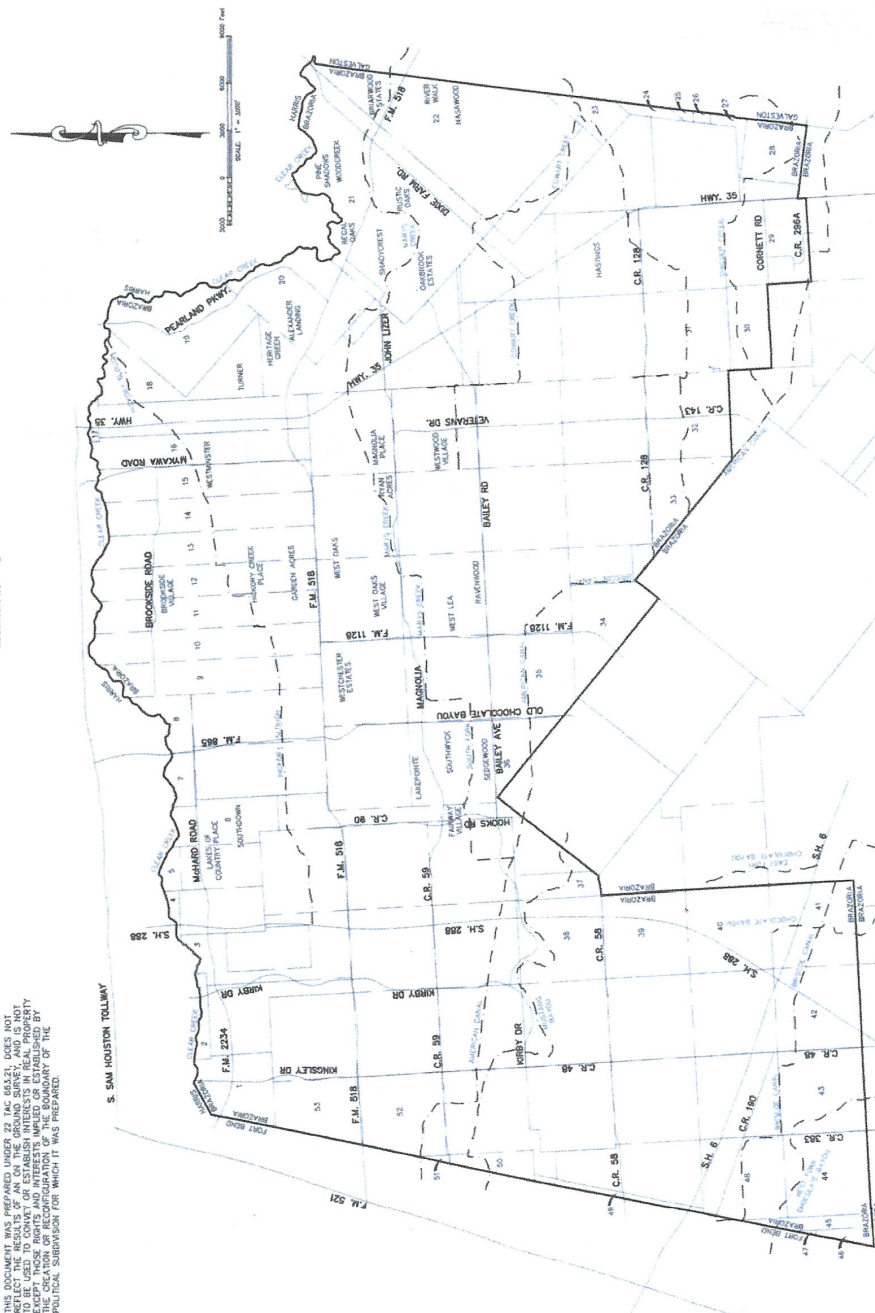
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of T E X A S

(SEAL)

THIS DOCUMENT WAS PREPARED UNDER TAC 06J.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

SURVEYS AND ABSTRACTS		ABSTRACT	
No.	SURVEY	1972	1973
1	ST. LOUIS, MISSOURI	726	727
2	LOS ANGELES, CALIF.	728	729
3	LOS ANGELES, CALIF.	730	731
4	LOS ANGELES, CALIF.	732	733
5	LOS ANGELES, CALIF.	734	735
6	LOS ANGELES, CALIF.	736	737
7	LOS ANGELES, CALIF.	738	739
8	LOS ANGELES, CALIF.	740	741
9	LOS ANGELES, CALIF.	742	743
10	LOS ANGELES, CALIF.	744	745
11	LOS ANGELES, CALIF.	746	747
12	LOS ANGELES, CALIF.	748	749
13	LOS ANGELES, CALIF.	750	751
14	LOS ANGELES, CALIF.	752	753
15	LOS ANGELES, CALIF.	754	755
16	LOS ANGELES, CALIF.	756	757
17	LOS ANGELES, CALIF.	758	759
18	LOS ANGELES, CALIF.	760	761
19	LOS ANGELES, CALIF.	762	763
20	LOS ANGELES, CALIF.	764	765
21	LOS ANGELES, CALIF.	766	767
22	LOS ANGELES, CALIF.	768	769
23	LOS ANGELES, CALIF.	770	771
24	LOS ANGELES, CALIF.	772	773
25	LOS ANGELES, CALIF.	774	775
26	LOS ANGELES, CALIF.	776	777
27	LOS ANGELES, CALIF.	778	779
28	LOS ANGELES, CALIF.	780	781
29	LOS ANGELES, CALIF.	782	783
30	LOS ANGELES, CALIF.	784	785
31	LOS ANGELES, CALIF.	786	787
32	LOS ANGELES, CALIF.	788	789
33	LOS ANGELES, CALIF.	790	791
34	LOS ANGELES, CALIF.	792	793
35	LOS ANGELES, CALIF.	794	795
36	LOS ANGELES, CALIF.	796	797
37	LOS ANGELES, CALIF.	798	799
38	LOS ANGELES, CALIF.	800	801
39	LOS ANGELES, CALIF.	802	803
40	LOS ANGELES, CALIF.	804	805
41	LOS ANGELES, CALIF.	806	807
42	LOS ANGELES, CALIF.	808	809
43	LOS ANGELES, CALIF.	810	811
44	LOS ANGELES, CALIF.	812	813
45	LOS ANGELES, CALIF.	814	815
46	LOS ANGELES, CALIF.	816	817
47	LOS ANGELES, CALIF.	818	819
48	LOS ANGELES, CALIF.	820	821
49	LOS ANGELES, CALIF.	822	823
50	LOS ANGELES, CALIF.	824	825
51	LOS ANGELES, CALIF.	826	827
52	LOS ANGELES, CALIF.	828	829
53	LOS ANGELES, CALIF.	830	831
54	LOS ANGELES, CALIF.	832	833
55	LOS ANGELES, CALIF.	834	835
56	LOS ANGELES, CALIF.	836	837
57	LOS ANGELES, CALIF.	838	839
58	LOS ANGELES, CALIF.	840	841
59	LOS ANGELES, CALIF.	842	843
60	LOS ANGELES, CALIF.	844	845
61	LOS ANGELES, CALIF.	846	847
62	LOS ANGELES, CALIF.	848	849
63	LOS ANGELES, CALIF.	850	851
64	LOS ANGELES, CALIF.	852	853
65	LOS ANGELES, CALIF.	854	855
66	LOS ANGELES, CALIF.	856	857
67	LOS ANGELES, CALIF.	858	859
68	LOS ANGELES, CALIF.	860	861
69	LOS ANGELES, CALIF.	862	863
70	LOS ANGELES, CALIF.	864	865
71	LOS ANGELES, CALIF.	866	867
72	LOS ANGELES, CALIF.	868	869
73	LOS ANGELES, CALIF.	870	871
74	LOS ANGELES, CALIF.	872	873
75	LOS ANGELES, CALIF.	874	875
76	LOS ANGELES, CALIF.	876	877
77	LOS ANGELES, CALIF.	878	879
78	LOS ANGELES, CALIF.	880	881
79	LOS ANGELES, CALIF.	882	883
80	LOS ANGELES, CALIF.	884	885
81	LOS ANGELES, CALIF.	886	887
82	LOS ANGELES, CALIF.	888	889
83	LOS ANGELES, CALIF.	890	891
84	LOS ANGELES, CALIF.	892	893
85	LOS ANGELES, CALIF.	894	895
86	LOS ANGELES, CALIF.	896	897
87	LOS ANGELES, CALIF.	898	899
88	LOS ANGELES, CALIF.	900	901
89	LOS ANGELES, CALIF.	902	903
90	LOS ANGELES, CALIF.	904	905
91	LOS ANGELES, CALIF.	906	907
92	LOS ANGELES, CALIF.	908	909
93	LOS ANGELES, CALIF.	910	911
94	LOS ANGELES, CALIF.	912	913
95	LOS ANGELES, CALIF.	914	915
96	LOS ANGELES, CALIF.	916	917
97	LOS ANGELES, CALIF.	918	919
98	LOS ANGELES, CALIF.	920	921
99	LOS ANGELES, CALIF.	922	923
100	LOS ANGELES, CALIF.	924	925



DISTRICT BOUNDARY MAP  
OF  
55,106 ACRES  
BRAZORIA DRAINAGE DISTRICT No. 4  
BRAZORIA COUNTY, TEXAS



Chris Rogers  
REGISTERED PROFESSIONAL LAND SURVEYOR  
No. 10000  
STATE OF ARIZONA





## GENERAL INFORMATION AND NOTICE TO BUYERS AND SELLERS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2018

**Be an informed seller or buyer. The following information may assist you during your real estate transaction.**

**ANNEXATION.** If a property is outside the limits of a municipality, the buyer should be aware that the property may later be annexed by a nearby municipality. The buyer may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

**APPRAISAL.** An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

**BROKERS.** A real estate broker *represents* a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. A party may work with the broker or with one of the broker's agents. Both a buyer and seller will be provided a form titled "Information About Brokerage Services" (TXR 2501) which defines agency relationships. An agent may help a seller market the property or help a buyer locate a property. The agent is obligated to *negotiate* the transaction and may assist in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspections and therefore do not make any representations, warranties, or guarantees about a property's condition. Agents are not attorneys. Parties are encouraged to seek the assistance of an attorney to help in understanding any of the legal consequences and provisions of the contract or transaction.

### ENVIRONMENTAL CONCERNS.

**General.** Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as: asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea-formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property.

**Environmental Inspections.** If the buyer is concerned that environmental hazards, wetlands, or endangered species may be present on the property, the buyer should hire a qualified expert to inspect the property for such items. The parties may include a promulgated addendum (TXR 1917) in the contract that may address such matters.

**Lead-Based Paint.** If a property was built before 1978, federal law requires that the seller provide the buyer with: (1) the pamphlet titled "Protect Your Family from Lead in Your Home" (TXR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

**Mold.** It is not uncommon to find mold spores in a property. The concern about mold increases when there are large amounts of mold found in a property. The Texas Department of Insurance publishes a document titled "Protect Your Home from Mold" (TXR 2507) which discusses mold in more detail.

**Oak Wilt and Diseased Trees.** There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If the buyer is concerned about such matters, the buyer may have the trees and other plants inspected by a professional.

**Noise.** Surrounding properties are used for a variety of purposes. Some of the uses cause noise (for example, airports, railways, highways, restaurants, bars, schools, arenas and construction). The buyer is encouraged to drive to review the area around the property at various times and days.

**EXPANSIVE SOILS.** Soil conditions vary greatly throughout Texas. Many soils will move; some more than others. This movement will, many times, affect the foundation of homes and buildings and may cause cracks to appear in walls or other parts of the building. Additionally, if a property is newly constructed, the concrete curing process may also cause the foundation of the building to move. Seasonal changes in the moisture in the soil may also cause foundations to move. The buyer should check with an inspector and other experts on preventive methods to minimize the risk of such movement.

**FIRPTA.** The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) may require buyers in certain transactions involving a seller who qualifies as a "foreign person" to withhold up to 15% of the amount realized by the seller (usually the sales price) for federal taxes. A "foreign person" is defined as a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. A seller should notify the buyer whether the seller is a "foreign person" as defined by federal law. If the seller is unsure whether he or she qualifies as a "foreign person", the seller should consult a tax professional or an attorney.

**FLOOD HAZARD, FLOODWAYS, AND FLOOD INSURANCE.** Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. Texas REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TXR 1414), which discusses flood hazard areas and floodways in more detail. The buyer is encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

**HISTORIC OR CONSERVATION DISTRICTS.** Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If the buyer is concerned whether the property is located in such a district, contact the local government for specific information.

#### **INSPECTION, REPAIRS, & WALK-THROUGH.**

*Inspections.* The buyer is encouraged to have the property inspected by licensed inspectors. The buyer should have the inspections completed during any option period. The buyer should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not possess any special skills, knowledge or expertise concerning inspections or repairs. If the buyer requests names of inspectors or repair professionals from an agent, the buyer should note that the agent is not making any representation or warranty as to the ability or workmanship of the inspector or repair professionals.

*Repairs.* The buyer and the seller should resolve, in writing, any obligation and any timing of the obligation to complete repairs the buyer may request before the option period expires.

*Walk-Through.* Before the close of the sale, the buyer should walk through the property and verify that any repairs are complete. If the condition of the property does not satisfy the contractual provisions, the buyer should notify the buyer's agent before closing.

**MANDATORY OWNERS' ASSOCIATIONS.** An owners' association may require a property owner to be a member. The buyer may obtain subdivision information (the restrictions applying to the subdivision, the bylaws and rules of the owners' association, and a resale certificate). The buyer may be required to pay for the subdivision information unless otherwise negotiated in the contract. If membership in an owners' association is required, the buyer will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property.

**MINERAL INTERESTS.** Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) normally requires an expert to review the chain of title to the property. Many times the mineral interests may have been severed from the property and may be owned by persons other than the seller. Contract forms commonly used in Texas provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or part of the mineral interests. Texas REALTORS® publishes a form titled "Information about Mineral Clauses in Contract Forms" (TXR 2509) which discusses this issue in more detail.

**MULTIPLE LISTING SERVICE.** The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (other brokers, agents, appraisers, and other real estate professionals) and appraisal districts have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as the county appraisal district, an appraiser, or builder. The broker or agent who provides information from the MLS does not verify the accuracy of the information. The buyer should independently verify the information in the MLS and not rely on the information.

**PERMITS.** Permits may be required to construct, alter, repair, or improve the property. The buyer is encouraged to contact the local government to verify that all required permits have been obtained, as this may impact future plans for the property.

**POSSESSION.** Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale *closes and funds or according to a temporary residential lease or other written lease required by the parties*. There may be a short delay between closing and actual funding; especially if the buyer is obtaining funds from a lender. The buyer may need to verify with the lender if the loan will fund on the day of closing. The buyer should also take this potential delay into account when planning the move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) must be authorized by a written lease.

**PROPERTY INSURANCE.** Promptly after entering into a contract to buy a property and before any option period expires, the buyer should contact an insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. Texas REALTORS® publishes a document titled, "Information about Property Insurance for a Buyer or Seller" (TXR 2508), which discusses property insurance in more detail.

**PROPERTY VALUES.** The real estate market is cyclical and current property values may fluctuate. Brokers and agents cannot guarantee desired future market conditions or property values. The ultimate decision on the price and terms a Buyer is willing to buy and a Seller is willing to sell for a specific property rests solely with that Buyer and Seller.

**RESIDENTIAL SERVICE CONTRACTS.** A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If the buyer requests names of residential service companies from an agent, the buyer should note that the agent is not making any representation or warranty about the service company.

**RESTRICTIONS ON PROPERTY NEAR AN INTERNATIONAL BORDER.** Be aware that in certain counties located near an international border, Texas law may prohibit the sale of property lacking required water and sewer services. Even if a sale of such property is permitted, a buyer may face additional costs or restrictions under Texas law due to a lack of basic infrastructure (water, sewer, roads, and drainage). Texas REALTORS® publishes a form titled, "Information Regarding Property Near an International Border" (TXR 2519), which provides more information. Brokers and agents cannot guarantee that a sale of the property is permitted under Texas law or otherwise give legal advice. Consult an attorney.

**SCHOOL BOUNDARIES.** School boundaries may change and are, at times, difficult to determine. The school boundaries that an agent may provide or that may be provided through a Multiple Listing Service are only mapped estimates from other sources. The buyer is encouraged to verify with the school district which schools residents in the property will attend.

**SEPTIC TANKS AND ON-SITE SEWER FACILITIES.** Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled, "Information about On-Site Sewer Facility" (TXR 1407) for more information. The buyer should also determine if the county requires any registration or other action to begin using the septic system or on-site sewer facility.

**SEX OFFENDERS AND CRIMINAL ACTIVITY.** Neither a seller nor a seller's agent of a residential property has a duty to disclose any information about registered sex offenders. If the buyer is concerned about sex offenders who may reside in the area, access <https://publicsite.dps.texas.gov/SexOffenderRegistry>. Contact the local police department to obtain information about any criminal activity in the area.

**SQUARE FOOTAGE.** If the purchase price is based on the size of the property's building and structures, the buyer should have any information the buyer receives about the square footage independently verified. Square footage information comes from other sources such as appraisal districts, appraisers, and builders. Such information is only an estimate. The actual square footage may vary.

**STATUTORY TAX DISTRICTS.** The property may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example a Municipal Utility District, Water Improvement District, or a Public Improvement District). The buyer is likely to receive a prescribed notice when buying property in such a district.

**SURVEILLANCE.** Be aware that when viewing a property, a seller might record or otherwise electronically monitor a buyer without the buyer's knowledge or consent, and a buyer might photograph or otherwise record the property without the seller's knowledge or consent. The parties should consult an attorney before recording or photographing another person or property.

**SURVEY.** A survey identifies the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. The buyer should obtain a survey early enough in the transaction to help the buyer identify any encroachments, encumbrances to title, or restrictions. The contract will typically contain a provision which identifies who is responsible for providing a survey and the right to object to encumbrances to title disclosed in the survey.

**SYNTHETIC STUCCO.** Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property has synthetic stucco, the buyer should ask an inspector to carefully inspect the siding and answer any questions.

**TAX PRORATIONS.** Typically, a buyer and seller agree to prorate a property's taxes through the closing date. Property taxes are due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

**TERMINATION OPTION.** Most contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to buy the termination option. The buyer will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. The buyer must strictly comply with the time period under the option. The option period is not suspended or extended if the buyer and the seller negotiate repairs or an amendment. If the buyer wants to extend the option period, the buyer must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. The buyer should not rely on any oral extensions.



**TIDE WATERS.** If the property adjoins any of the state's tidal waters, the seller will provide the buyer with a prescribed notice titled, "Addendum for Coastal Area Notice" (TXR 1915). Boundaries of properties along such waters may change and building restrictions will apply. If the property is located seaward of the Gulf Intracoastal Waterway, the seller will provide the buyer with a prescribed notice titled, "Addendum for Property Located Seaward of the Gulf Intracoastal Waterway" (TXR 1916).

**TITLE INSURANCE OR ABSTRACT OF TITLE.** The buyer should obtain a title insurance policy or have an abstract of title covering the property examined by an attorney. If the buyer obtains a title insurance policy, the buyer should have the commitment of title insurance reviewed by an attorney not later than the time required under the contract.

**UTILITIES.** The buyer should evaluate what utilities the buyer will require and check to be sure that the utilities available in the area suit the buyer's needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

**WATER LEVEL FLUCTUATIONS.** State law requires the seller to notify a buyer of a property that adjoins a lake, reservoir, or other impoundment of water with a storage capacity of at least 5,000 acre-feet at its normal operating level that the water level may fluctuate. The buyer and seller can find a list of lakes and reservoirs with at least 5,000 acre-feet storage capacity by accessing <http://texasalmanac.com/topics/environment/lakes-and-reservoirs>.

**WATER WELLS.** If the property has a water well, the buyer should have, and the lender may require, the equipment inspected and water tested. The buyer should also determine if the county requires any registration or other action to begin using the water well.

**WIRE FRAUD.** Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, lender, or another trusted source. Refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication. If the buyer receives any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, the buyer should verify its authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

**OTHER.** N/A

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information and notice.

\_\_\_\_\_  
Broker's Printed Name

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Broker's Associate's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## 11507 Island Manor Street Exclusions

- Interior cameras mounted to ceilings/walls
- Bidet in primary bathroom (standard toilet seat will be installed prior to closing)
- TV's mounted to walls, mounts will remain
- Wall mounted speakers and components



## NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

**11507 Island Manor St, Pearland, TX 77584**

(Address of Property)

- A. For an additional sum of \$ **0.00** and other and good valuable consideration, Seller shall convey to Buyer at closing the following personal property (specify each item carefully, include description, model numbers, serial numbers, location, and other information):

**Exterior pool shade umbrella. Sun shades attached to patios. Exterior security cameras (2)- one located on the front of the home and one located on the rear. Ring doorbell at front door.**

- B. Seller represents and warrants that Seller owns the personal property described in Paragraph A free and clear of all encumbrances.
- C. Seller does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

Buyer

Seller

**Bruce Martin/Martin Living Trust**

Buyer

Seller

**Tina Martin/Martin Living Trust**

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)