



TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 2111 Beazley St.
Brenham, TX 77833

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☐ is ☒ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
☐ 1 year or ☐ never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring			☒
Carbon Monoxide Det.			☒
Ceiling Fans	☒		
Cooktop	☒		
Dishwasher	☒		
Disposal	☒		
Emergency Escape Ladder(s)			☒
Exhaust Fans	☒		
Fences	☒		
Fire Detection Equip.	☒		
French Drain			☒
Gas Fixtures	☒		
Natural Gas Lines	☒		

Item	Y	N	U
Liquid Propane Gas:	☒		
-LP Community (Captive)			☒
-LP on Property			☒
Hot Tub	☒		
Intercom System			☒
Microwave			☒
Outdoor Grill			☒
Patio/Decking	☒		
Plumbing System			☒
Pool			☒
Pool Equipment			☒
Pool Maint. Accessories			☒
Pool Heater			☒

Item	Y	N	U
Pump: ☐ sump ☐ grinder			☒
Rain Gutters	☒		
Range/Stove	☒		
Roof/Attic Vents	☒		
Sauna			☒
Smoke Detector			☒
Smoke Detector - Hearing Impaired			☒
Spa			☒
Trash Compactor			☒
TV Antenna			☒
Washer/Dryer Hookup	☒		
Window Screens	☒		
Public Sewer System	☒		

Item	Y	N	U	Additional Information
Central A/C	☒			☒ electric ☐ gas number of units: <u>One</u>
Evaporative Coolers			☒	number of units: _____
Wall/Window AC Units			☒	number of units: _____
Attic Fan(s)			☒	if yes, describe: _____
Central Heat	☒			☐ electric ☒ gas number of units: <u>One</u>
Other Heat			☒	if yes, describe: _____
Oven	☒			number of ovens: <u>two</u> ☒ electric ☐ gas ☐ other: _____
Fireplace & Chimney			☒	☐ wood ☐ gas logs ☐ mock ☐ other: _____
Carport			☒	☐ attached ☐ not attached
Garage	☒			☒ attached ☐ not attached
Garage Door Openers	☒			number of units: <u>one</u> number of remotes: <u>two</u>
Satellite Dish & Controls			☒	☐ owned ☐ leased from _____
Security System			☒	☐ owned ☐ leased from _____
Water Heater	☒			☐ electric ☒ gas ☐ other: _____ number of units: <u>One</u>
Water Softener			☒	☐ owned ☐ leased from _____
Underground Lawn Sprinkler			☒	☐ automatic ☐ manual areas covered: _____
Septic / On-Site Sewer Facility			☒	if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 01-01-14

Initialed by: Buyer: _____ and Seller: [Signature]

Town & Country Realty and Mortgage, 1004 S. Austin Brenham, TX 77833
Debbie Bender

Phone: 979 830 8989 Fax: _____
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Page 1 of 5
2111 Beazley St

2111 Beazley St.
Brenham, TX 77833

Concerning the Property at _____

Water supply provided by: ☒ city ☐ well ☐ MUD ☐ co-op ☐ unknown ☐ other: _____

Was the Property built before 1978? ☒ yes ☐ no ☐ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Composition Age: New (Sept. 2015) (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?

☐ yes ☒ no ☐ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☒ no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement		☒	Floors		☒	Sidewalks		☒
Ceilings		☒	Foundation / Slab(s)		☒	Walls / Fences		☒
Doors		☒	Interior Walls		☒	Windows		☒
Driveways		☒	Lighting Fixtures		☒	Other Structural Components		☒
Electrical Systems		☒	Plumbing Systems		☒			
Exterior Walls		☒	Roof		☒			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): some interior and exterior settling in walls in sheetrock + ceiling + brick

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		☒	Previous Foundation Repairs		☒
Asbestos Components		☒	Previous Roof Repairs		☒
Diseased Trees: ☐ oak wilt ☐		☒	Other Structural Repairs		☒
Endangered Species/Habitat on Property		☒	Radon Gas		☒
Fault Lines		☒	Settling		☒
Hazardous or Toxic Waste		☒	Soil Movement		☒
Improper Drainage		☒	Subsurface Structure or Pits		☒
Intermittent or Weather Springs		☒	Underground Storage Tanks		☒
Landfill		☒	Unplatted Easements		☒
Lead-Based Paint or Lead-Based Pt. Hazards		☒	Unrecorded Easements		☒
Encroachments onto the Property		☒	Urea-formaldehyde Insulation		☒
Improvements encroaching on others' property		☒	Water Penetration		☒
Located in 100-year Floodplain		☒	Wetlands on Property		☒
Located in Floodway		☒	Wood Rot		☒
Present Flood Ins. Coverage (If yes, attach TAR-1414)		☒	Active infestation of termites or other wood destroying insects (WDI)		☒
Previous Flooding into the Structures		☒	Previous treatment for termites or WDI		☒
Previous Flooding onto the Property		☒	Previous termite or WDI damage repaired		☒
Located in Historic District		☒	Previous Fires		☒
Historic Property Designation		☒	Termite or WDI damage needing repair		☒
Previous Use of Premises for Manufacture of Methamphetamine		☒	Single Blockable Main Drain in Pool/Hot Tub/Spa*		☒

Concerning the Property at _____

2111 Beazley St.
Brenham, TX 77833

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

Evidence of settling noticed in sheetrock in interior.

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☒ no If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- ☐ ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.
- ☐ ☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary
Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- ☐ ☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____
- ☐ ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☐ ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☐ ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☐ ☒ Any condition on the Property which materially affects the health or safety of an individual.
- ☐ ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- ☐ ☒ Any rainwater harvesting system located on the property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- ☐ ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.

Concerning the Property at 2111 Beazley St.
Brenham, TX 77833

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

Section 6. Seller ☐ has ☒ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☒ yes ☒ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
8-19-15	foundation	Nova Tech Foundation Repair LLC	6
10-22-15	Foundation	Foundation Inspection Report	6

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- ☒ Homestead ☒ Senior Citizen ☐ Disabled
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: _____ ☐ Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? ☒ yes ☐ no

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: _____

Section 11. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☒ unknown ☐ no ☐ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Concerning the Property at _____

2111 Beazley St.
Brenham, TX 77833

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Donna Hince POA 7-31-15 Signature of Seller Date
Carol Miller POA 7/31/15 Signature of Seller Date
Printed Name: Donna Hince, POA Printed Name: _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:

Electric: <u>City of Brenham</u>	phone #: _____
Sewer: <u>City of Brenham</u>	phone #: _____
Water: <u>City of Brenham</u>	phone #: _____
Cable: _____	phone #: _____
Trash: <u>City of Brenham</u>	phone #: _____
Natural Gas: <u>City of Brenham</u>	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____

- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____ Date _____ Signature of Buyer _____ Date _____
Printed Name: _____ Printed Name: _____

**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
AS REQUIRED BY FEDERAL LAW**CONCERNING THE PROPERTY AT 2111 Beazley St. Brenham
(Street Address and City)

- A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.**B. SELLER'S DISCLOSURE:**

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____

☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____

☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.

☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

☐ 1. Buyer has received copies of all information listed above.

☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

- E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

- F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____ Date _____

Buyer _____ Date _____

Other Broker _____ Date _____

Seller Donna Hinze, POA 7-31-15 Date

Donna Hinze, POA

Seller Carol Mueller, POA 7/31/15 Date

Carol Mueller, POA

Listing Broker Town & Country Realty & Mgt. 7/31/15 Date

Debbie Bender, Agent

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)



DISCLOSURE OF RELATIONSHIP WITH RESIDENTIAL SERVICE COMPANY

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for a fee, agrees to repair or replace certain equipment or items in a property. Co-payments typically apply to most service calls. Residential service companies are licensed and regulated by the Texas Real Estate Commission. The extent of coverage and the cost of coverage will vary. Before buying a residential service contract, the buyer should read the contract and consider comparing it with the extent of coverage and costs from several other residential service companies. You may obtain a list of the residential service companies licensed in Texas at <http://www.trec.state.tx.us> as well as a copy of their respective contracts. **YOU MAY CHOOSE ANY COMPANY.**

THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT IS OPTIONAL. The TREC promulgated residential contract forms contain a paragraph in which the parties may negotiate whether the seller will reimburse the buyer the cost of a residential service contract. The choice of the residential service company and extent of coverage lies with the buyer. **NEITHER A BROKER/SALESPERSON NOR A SELLER MAY CONDITION THE SALE OF A PROPERTY ON THE BUYER'S PURCHASE OF A RESIDENTIAL SERVICE CONTRACT.**

☐ Other Broker/Salesperson will receive no compensation from a residential service company.

☒ Listing Broker/Salesperson will receive no compensation from a residential service company.

☐ Other Broker/Salesperson receives compensation from the following residential service company

☐ Listing Broker/Salesperson receives compensation from the following residential service company:

for providing the following services:

for providing the following services:

The compensation is not contingent upon a party to the real estate transaction purchasing a contract or services from the residential service company.

The compensation is the fee for the services that Listing Broker or Other Broker, either directly or through an agent, provides to the company. As required by the Real Estate Settlement Procedures Act and HUD Regulation X, any fees paid to a settlement services provider are limited to the reasonable value of services actually rendered.

Other Broker's Name _____ License No. _____

By: _____

Town & Country Realty & Mortgage

Listing Broker's Name _____ 0457079 License No. _____

By: Debbie Bender

Debbie Bender

The undersigned acknowledges receipt of this notice:

Buyer _____

Buyer _____

Donna Hanze, POA

Seller Donna Hanze, POA

Carol Mueller, POA

Seller Carol Mueller, POA

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August 20, 2015

Dear Mrs. Hinze & Mrs. Bender,

The home at 2111 Beazley in Brenham has movement all the way around the house. A majority of the movement is located on the rear of the house, mainly around the garage. I also noticed minor movement of the interior of the home. Nova Tech looked at the home in 2003 and the customer at that time did not want to have any work performed and chose to monitor the movement instead. The house has not moved much since 2003, although it is still actively moving. In my opinion the slab is performing as designed and most of the damage is aesthetic. The home could use piles all the way around with some interior piles to prevent any future movement. It is Nova Tech's recommendation that if the house is to undergo any remodeling, that the foundation be repair prior.

Thank you for choosing to do business with us.

Our goal is to serve clients to the best of our ability. If we ever disappoint you, we hope you let us know; we'll do everything we can to make things right.

Thank you again for selecting us. It is our privilege to work with you.

Sincerely,

Tina Khlout
Office Assistant
Nova Tech Foundation Repair, LLC



2668 HWY 36 S #304
Brenham, Texas 77833

Brenham—(979) 836-2080
Toll Free—(888) 801-8010
Fax—(979) 836-3212

Page number 1
Of 1 pages

Foundation Inspection Report

Report submitted to:	Location of inspection:	
Name Debbie Bender	Street 2111 Beazley	Inspection Date October 22, 2015
Phone 979-277-2575	City Brenham	
Fax	County Washington	
E-Mail bender.realestate@yahoo.com	State, Zip Code Texas, 77833	

- ☐ STRUCTURAL DAMAGE DUE TO FOUNDATION MOVEMENT — IN NEED OF REPAIR
- ☒ AESTHETIC DAMAGE DUE TO FOUNDATION MOVEMENT
- ☐ MAY HAVE MINOR MOVEMENT, WOULD NOT ADVISE TO HAVE FOUNDATION REPAIR AT THIS TIME
- ☐ FOUND NO EVIDENCE OF MOVEMENT

REMARKS: The above referenced house is on a slab-on-grade foundation. Upon inspection I noticed the following damage: a few misaligned interior doors, separation of the soffit trim, and brick cracks around some of the windows. The movement that has occurred so far has not caused structural damage at this time; it is only aesthetic. Structural damage is defined as the following: 1) a crack in the foundation grade beam that is greater than 1/16" wide, 2) a slope in the foundation that is equal to or greater than 1% with accompanied evidence of movement, and 3) rafters significantly pulling away from the ridgeline in the roofing system. I did not find any of those items occurring on this property. Nova Tech looked at the home in 2003 and the customer at that time did not want to have any work performed and chose to monitor the movement instead. The house has not moved much since 2003, although it is still actively moving. In Nova Tech's opinion the slab is performing as designed and most of the damage is aesthetic. The home could use piles all the way around with some interior piles to prevent any future movement. It is Nova Tech's recommendation that if the house is to undergo any remodeling, that the foundation be repaired prior. I highly advise the installation of gutter downspouts that extend at least 10' away from the home or where there is proper fall so the water moves away. The house sits on expansive soils, it's not the most stable soil, but it's, also, not the worst. The expansive soil can be contributing to the movement, as well as the poor drainage in the front. I cannot say that the house "has" to have foundation repair, since it is still only aesthetic damage at this time. I cannot predict if the settlement will continue to get better or worse. With proper maintenance, the house should remain fairly stable for some time. Please see our list of preventative maintenance items on the sheet entitled "Taking Care of Your Slab-on-Grade Foundation"

SIGNATURE

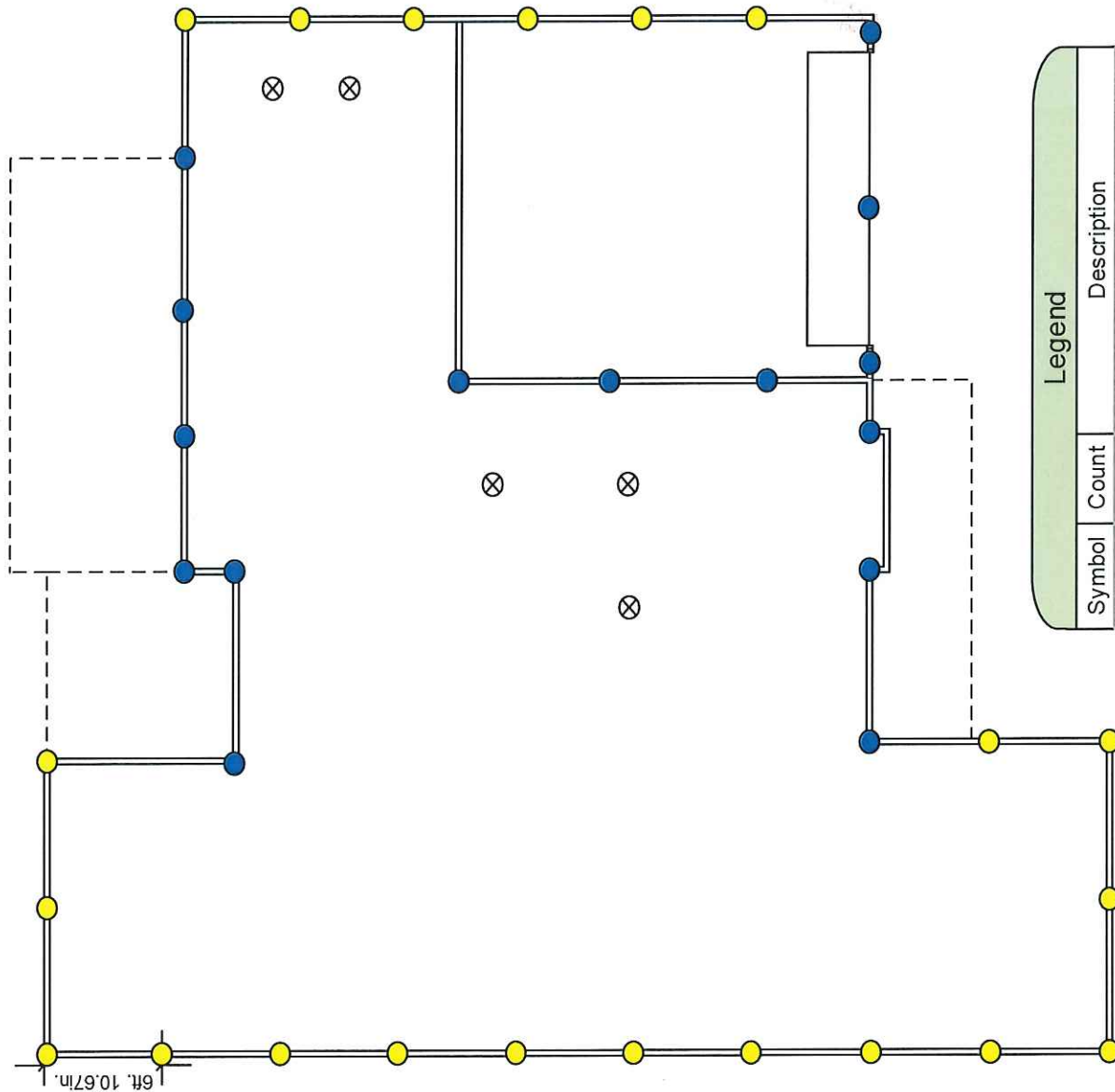
DATE

October 22, 2015

This Inspection Report is solely the opinion of this contractor. It is advisable for the recipient of this Inspection Report to obtain a second opinion from a Licensed Professional Engineer.

*Note: Interior pile locations may be relocated after determining where the interior grade beams are located.

 Nova Tech Foundation Repair, LLC 2688 Hwy 36 S #304 Brenham, TX 77833 979-836-2080 (phone) 979-836-3212 (fax)	TITLE Pile Diagram		2111 Beazley Brenham, TX 77833		DRAWING DATE 08/19/2015	DRAWN BY JRN	DESCRIPTION Foundation repair plan	SCALE 1: 120	NOTES Estimated location of piles	FILENAME 20150819DRW.VSDX



Legend		
Symbol	Count	Description
●	21	New Exterior Pile
●	15	New Exterior Pile w/ Break-Out
⊗	5	New Interior Pile

Nova Tech Foundation Repair, LLC
2668 HWY 36 South #304, Brenham, Texas 77833
(979) 836-2080 Toll Free (888) 801-8010 Fax (979) 836-3212

CONTRACT

STATE OF TEXAS

This agreement is made and entered into this 19th day of August, 2015 by and between Donna Hinze, Owner(s), of Washington County, in the State of Texas and Nova Tech Foundation Repair, LLC (Contractor), known herein as NTFR, of Washington County, in the State of Texas.

Work to be performed at the premises locally known as 2111 Beazley in the City of Brenham, State of Texas, 77833 (zipcode).

In exchange for the Owner's promises and agreements described below, NTFR agrees to do the following:

Underpin and raise sections of the home as shown in the attached drawing to as near the original grade as practically possible using 41 piles under the foundation of the structure, as shown on the attached drawing and made part of this contract.

In accordance with the Specifications, General Conditions, Special Conditions and Guarantees attached and made part of this agreement.

SPECIFICATIONS

1. NTFR will provide all labor, materials, and equipment required to complete work. NTFR will perform the work in a good and workmanlike manner. Owner will supply NTFR with water and electricity. If Owner fails to supply electricity, NTFR will provide a generator at \$100.00 per day.
2. The material used in the installation of the precast piling shall be a minimum of 3000 psi at 28-day test concrete.
3. Piles will be installed at the location, as per attached drawing, and in the manner specified by NTFR.
4. Piles will be driven hydraulically to the depth necessary to develop skin friction sufficient to enable the pile to support the foundation, or until the piles encounter rock or other strata capable of supporting the foundation.
5. After the piles have been installed, the jacking or raising will be continued until, in the sole opinion of NTFR, further raising will produce or create damage to the foundation or structure.

GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible.
2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and may cause or create new damage by movement or lack of movement.
3. NTFR has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, furniture, fixtures, furnishings or personal property without regard to when or where said damage occurs.
4. When repairing foundations, it is possible that sheetrock, wallpaper, plaster, roofing, piping, wiring, flooring, or other materials may crack, wrinkle, or break. Therefore it is agreed between Owner and NTFR that this contract does not include repairing or replacing any materials or systems not specifically included in this contract. It is also agreed that NTFR shall not be responsible for trees, shrubs, other plants, sprinklers, lighting, or other items that might be damaged when the work is performed. NTFR shall not be responsible for the cost of any such repairs.
5. IN FOUNDATION REPAIR, STRUCTURAL CONDITIONS MIGHT APPEAR WHEN WORK IS IN PROCESS THAT WERE NOT VISIBLE WHEN YOUR ESTIMATE WAS PREPARED, SUCH AS INADEQUATE REINFORCING STEEL, SHALLOW GRADE BEAMS, AND/OR OTHER STRUCTURAL DEFICIENCIES. THERE CAN AND MAY BE AN ADJUSTMENT IN THE CONTRACT PRICE.
6. If any strata of rock is encountered while digging to install the piles, there will be an additional charge of \$25.00 per hole.
7. If grade beams are found to be deeper than thirty-two inches (32") after work has begun, there will be an additional charge of \$25.00 per foot per hole.
8. If builders and/or drilled piers are discovered after work has begun and it is necessary to cut them loose from the foundation, an extra fee may be charged. The extra fee will be \$200.00 per pier.
9. If any concrete that needs to be broken out for work to be performed is thicker than six inches (6"), there will be an additional charge of \$50.00 for every six inches of concrete per hole.
10. Foundation maintenance will continue to be necessary after foundation repair is performed. If maintenance and upkeep is not performed by Owner it can affect the performance of the foundation, therefore affecting the performance of repairs and the warranty.
11. In order to be binding on NTFR, this contract must be signed by all Owners, in the spaces provided below, and returned to NTFR within 120 days from August 19, 2015.

Initials: _____

SPECIAL CONDITIONS

-Any interior piles not install will be deducted from the total below.

GUARANTEE

Each Owner or authorized person(s) need(s) to initial in the boxes under the level of warranty you wish to pay for:

LIFETIME TRANSFERABLE WARRANTY

Payment of **Twenty Thousand Seven Hundred Twenty-Five and 00/100** dollars, **\$20,725.00**

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If any adjustments are required during the warranted period of the home due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR for a claim to be processed.

TEN YEAR TRANSFERABLE WARRANTY

Payment of **Sixteen Thousand Six Hundred Twenty-Five and 00/100** dollars, **\$16,625.00**

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If any adjustments are required during the warranted period of the home due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR for a claim to be processed. **Options:** 1) During the warranted period the Owner may choose to upgrade to the Lifetime Warranty anytime during the ten (10) year period for **\$4,100.00** plus or minus the U.S. Consumer Price Index for that year, after NTFR has been given opportunity to inspect the home, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR at that time, or 3) Owner may choose to let the warranty run out, in that case, any adjustments necessary to NTFR's piles will be done at a price of **\$200.00** per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

FIVE YEAR TRANSFERABLE WARRANTY

Payment of **Fourteen Thousand Five Hundred Seventy-Five and 00/100** dollars, **\$14,575.00**

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If any adjustments are required during the warranted period of the home due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur.

Initials: _____

Owner agrees that the warranty certificate along with this contract must be furnished to our company for a claim to be processed.

Options: 1) During the warranted period the Owner may choose to upgrade to the Lifetime Warranty anytime during the five (5) year period for \$6,150.00 or to the ten (10) year for \$2,050.00 plus or minus the U.S. Consumer Price Index for that year, after NTFR has been given opportunity to inspect the home, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR at that time, or 3) Owner may choose to let the warranty run out, in that case, any adjustments necessary to NTFR's piles will be done at a price of \$200.00 per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

NO WARRANTY

Payment of Eleven Thousand Six Hundred Twenty-Five and 00/100 dollars, \$11,625.00

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If any adjustments are required within the first six (6) months after work was completed due to settlement of more than one inch (1") in thirty horizontal feet (30') where underpinning was installed, NTFR will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles or installed by Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR for a claim to be processed. Options: 1) Within the first thirty (30) days, from the date of closing, the Owner may choose to upgrade to the Lifetime Warranty for \$9,100.00, to the Ten (10) Year Warranty for \$5,000.00 or to the Five (5) Year Warranty for \$2,950.00 plus or minus the U.S. Consumer Price Index for that year, after NTFR has been given opportunity to inspect the home, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR at that time or 3) Owner may choose not to upgrade, in that case, any adjustments necessary to NTFR's piles will be done at a price of \$200.00 per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. **PAYMENT IN FULL OF CONTRACT IS NOT RECEIVED WITHIN 30 DAYS OF JOB COMPLETION.**
2. **THE STRUCTURE HAS BEEN ALTERED OR MODIFIED, SUCH AS ADDITIONS, WHICH WOULD AFFECT LOADS ON FOUNDATION, WITHOUT THE PROPER WRITTEN APPROVAL OF NTFR.**
3. **THE STRUCTURE IS DAMAGED BY FIRE, FLOOD, OR STORM DAMAGE TO A SUBSTANTIAL DEGREE. FLOOD DAMAGE SHALL INCLUDE, BUT IS NOT LIMITED TO, SIGNIFICANT WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION.**
4. **THE STRUCTURE IS SITED ON A FAULT.**
5. **UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE EQUAL TO OR LESS THAN THEIR DEPTH FROM THE FOUNDATION.**
6. **THE FOUNDATION IS UNDERMINED (E.G. SOIL SLUMPING, EROSION, CREEK BEDS, EXCAVATIONS, POOR DRAINAGE, ETC.)**
7. **ASSIGNMENT IS NOT PROPERLY MADE WHEN CHANGE OF OWNERSHIP OF THE ABOVE STATED PROPERTY OCCURS IN ACCORDANCE WITH THE PROCEDURES OF TRANSFER.**

If the Owner has not received written warranty within 90 days after completion of the repairs, he or she should immediately contact the **NOVA TECH FOUNDATION REPAIR, LLC** office at 2668 HWY 36 S #304, Brenham, Texas 77833 or at (979) 836-2080.

IN THE EVENT THAT NTFR AND THE OWNER CANNOT AGREE THAT THE SETTLEMENT OF THE FOUNDATION HAS BEEN CONTROLLED AND SETTLEMENT IS WITHIN THE TOLERANCES SPECIFIED ABOVE, THE OWNER MAY RETAIN A REGISTERED PROFESSIONAL CIVIL ENGINEER OF TEXAS, ENGAGED SOLELY IN THE PRIVATE PRACTICE OF HIS OR HER PROFESSION AND KNOWLEDGEABLE IN SOILS AND FOUNDATIONS WITHIN THE AREA, AND WHO IS ACCEPTABLE TO NTFR AT THE SOLE EXPENSE OF THE OWNER, TO ACT AS AN ARBITRATOR TO EFFECT A BINDING AGREEMENT BETWEEN THE PARTIES.

ASSIGNMENT

The warranty is assignable by the Owner of this contract if NTFR is notified within thirty (30) days of closing by the Owner of this contract in accordance with the procedures in affect at the time of transfer and upon receipt of the transfer fee established by NTFR. IF THIS ASSIGNMENT IS NOT PROPERLY AND TIMELY MADE, THE WARRANTY IS VOID.

Initials: _____

PAYMENT

Payment is required to be paid as follows:

One-half (1/2) is due prior to beginning work. Balance is due upon completion. Or under the following conditions:

If payment is not made under the above written conditions, a 1.5% finance charge per 30 days will be incurred on any open balance.

This written contract is the total agreement by and between Owner and Nova Tech Foundation Repair, LLC. If this contract is altered by any person other than an authorized representative of NTFR, this contract shall be considered void.

By 
Date August 19, 2015

The above prices, specifications and conditions are satisfactory and are hereby accepted. Nova Tech Foundation Repair, LLC is now authorized to perform the work specified. Payment will be as stated above. Work will not be scheduled until receipt of the signed contract.

"This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code."

Owner Signature

Date

Owner Signature

Date

Owner Signature

Date

Owner Signature

Date

Initials: _____