



## 8081 Ernst Pkwy, Industry TX, \$149,000

Family home on approximately 0.775 ac in peaceful Industry, Texas! 3/2 home with 2,283 SF, per ACAD, built in the 1950's. Spacious plan with living room, den, office, kitchen, breakfast noo and bonus room upstairs with full bath, could be 3rd bedroom. Home needs some TLC, but has lots of potential. Shady yard with assorted trees, storage building and garage.

From Bellville head west on Hwy 159. In Industry turn right on Ernst Pkwy/FM 109. Property on left.

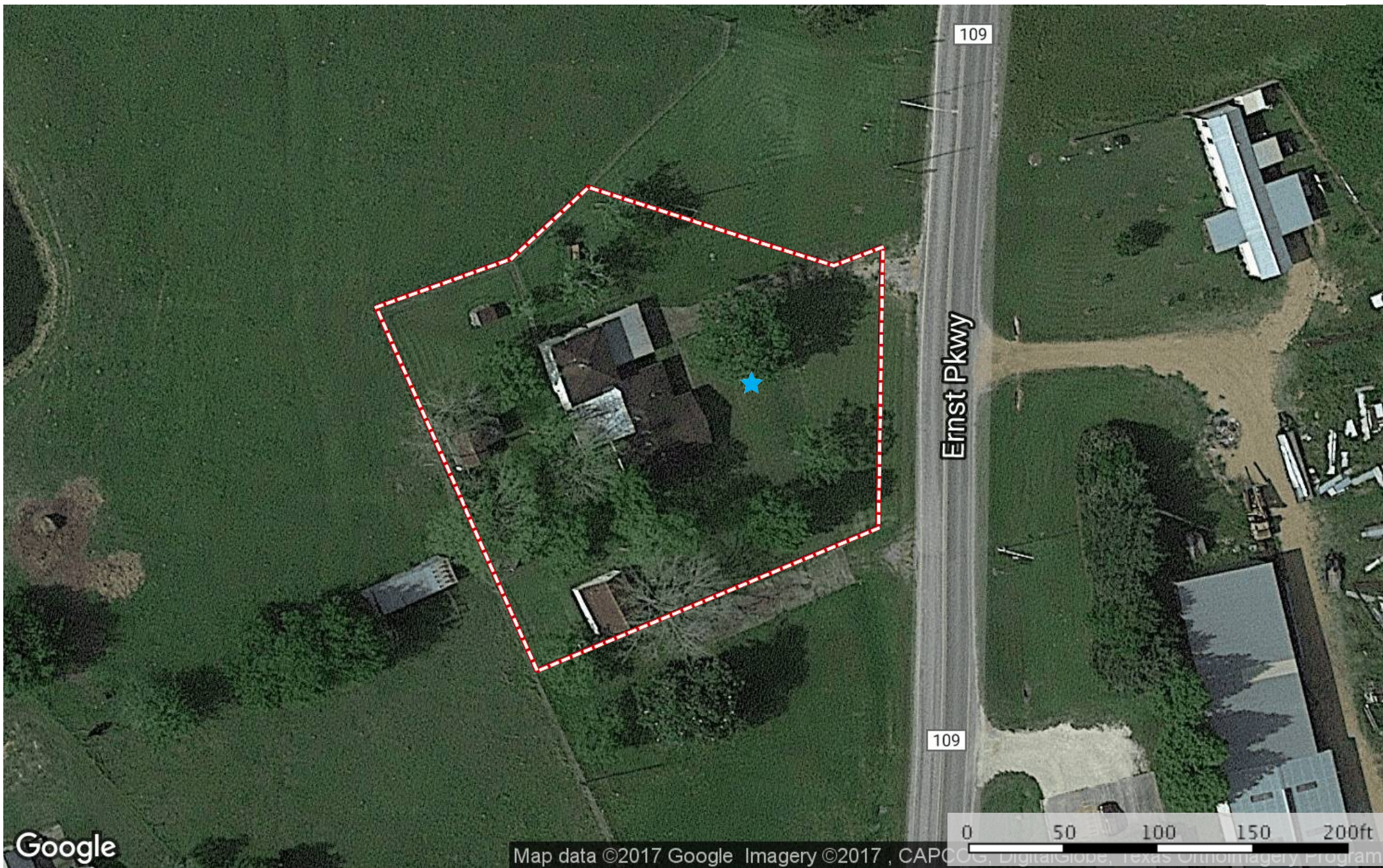


Susan S. Kiel  
Market Realty, Inc  
615 N Main St.  
Burton, TX 77835  
Cell: 979-251-4078  
burton@marketrealty.com  
www.marketrealty.com



The information contained herein, while obtained from sources deemed reliable, is not warranted by MARKET REALTY, INC.





 Subject  Boundary





## LINES ARE AN APPROXIMATION OF BOUNDARIES



# ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS

## ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

8081 Ernst PkwyIndustry

(Street Address and City)

*NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.*

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
- B. Subject to Section C below, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
- ☒ (1) Seller reserves all of the Mineral Estate owned by Seller.
- ☐ (2) Seller reserves an undivided \_\_\_\_\_ interest in the Mineral Estate owned by Seller. *NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.*
- C. Seller ☐ does ☒ does not reserve and retain implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. *NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.*
- D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the contact information of any existing mineral lessee known to Seller.

**IMPORTANT NOTICE:** The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate. If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

**CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate licensees from giving legal advice. READ THIS FORM CAREFULLY.

Bruce Buenger09/13/2016  
09:09 PM GMT\_\_\_\_\_  
Buyer\_\_\_\_\_  
Seller Jay C. Buenger Estate\_\_\_\_\_  
Buyer\_\_\_\_\_  
Seller

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 intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 44-2. This form replaces TREC No. 44-1.



APPROVED BY THE TEXAS REAL ESTATE COMMISSION

10-10-11

# **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 8081 Ernst Pkwy Industry  
(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.

*Bruce Buenger*



09/13/2016  
09:09 PM GMT

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Jay C. Buenger Estate

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Other Broker \_\_\_\_\_ Date \_\_\_\_\_

*Susan L. Huil*  
Listing Broker \_\_\_\_\_ Date \_\_\_\_\_

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>)

(TAR-1906) 10-10-11

TREC No. OP-L

Market Realty, Inc., PO Box 101, Burnsville, TX 77532  
Susan Huil

Produced with ZipForm® by ziplogix® 18075 Fritzen Mile Road, Fraser, Michigan 48028

Phone: (979) 465-2110 Fax: (979) 465-2110  
[www.ziplogix.com](http://www.ziplogix.com)

Buyer's Initials





# Information About Brokerage Services

11-2-2015

*Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

## TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

## A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

## A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

## TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

|  |               |                                |                       |
|--|---------------|--------------------------------|-----------------------|
| <u>Market Realty, Inc</u>  | <u>462379</u> | <u>agents@marketrealty.com</u> | <u>(979) 836-9600</u> |
| Licensed Broker/Broker Firm Name or<br>Primary Assumed Business Name | License No.   | Email                          | Phone                 |

|                           |               |                                    |                       |
|---------------------------|---------------|------------------------------------|-----------------------|
| <u>Roger D. Chambers</u>  | <u>355843</u> | <u>appraisals@marketrealty.com</u> | <u>(979) 830-7708</u> |
| Designated Broker of Firm | License No.   | Email                              | Phone                 |

|   |                      |                |                |
|---|----------------------|----------------|----------------|
| _____<br>Licensed Supervisor of Sales Agent/<br>Associate | _____<br>License No. | _____<br>Email | _____<br>Phone |
|---|----------------------|----------------|----------------|

|                              |               |                                |                       |
|------------------------------|---------------|--------------------------------|-----------------------|
| <u>Susan S. Kiel</u>         | <u>558624</u> | <u>burton@marketrealty.com</u> | <u>(979) 251-4078</u> |
| Sales Agent/Associate's Name | License No.   | Email                          | Phone                 |

|  |               |
|--|---------------|
| _____<br>Buyer/Tenant/Seller/Landlord Initials | _____<br>Date |
|--|---------------|

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

TAR 2501

Market Realty, Inc. PO Box 101 Burton, TX 77833  
Susan Kiel

Phone: (979) 289-2159

Fax: (979) 289-2159

IABS 1-0  
IABS Susan

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)