FILED
10/27/2023 3:25 PM
Teneshia Hudspeth
County Clerk
Harris County - County Probate Court No. 4
Accepted By: KW

CAUSE NO. 495484-403

ESTATE OF	§	IN PROBATE COURT NO. 4
	§	
ERNEST L. HEIMLICH,	§	OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

ADMINISTRATOR'S SUMMARY MOTION TO REMOVE UNENFORCEABLE AND INVALID LIEN PURSUANT TO TEXAS PROPERTY CODE SECTION 53.160

David S. Cook, as Dependent Administrator ("Administrator") of the Estate of Ernest L. Heimlich, Deceased ("Estate"), files this summary motion, and would show as follows:

PERTINENT PROCEDURAL HISTORY

Administrator filed his Petition to Declare Mechanic's Lien Unenforceable and Invalid in the above entitled and numbered cause on June 23, 2023. **Exhibits 1**.

Administrator caused the Petition to be served on Ernest Heimlich ("Defendant") by substituted service on August 21, 2023. **Exhibit 1**.

Defendant filed his answer, making an appearance herein, on September 11, 2023. **Exhibit 1**.

PERTINENT FACTS

Ernest Heimlich ("Decedent") died intestate on May 25, 2021, owning three residential properties, being the Decedent's residence located at 6410 Rancho Blanco, Houston, TX (the "Rancho Blanco Property"), and two other residences located at 7318 Mesones Drive, Houston, TX (the "Mesones Property") and 806 Comstock Springs Drive, Katy, TX (the "Comstock Property"). **Exhibit 1**.

The Rancho Blanco Property, the Mesones Property, and the Comstock Property are collectively referenced as the "Estate Properties."

Defendant is Decedent's son, and one of Decedent's five children, who include Defendant, Catherine Craig, Virginia Lahrman, Darcia Bland and Anne Board ("Heirs"). **Exhibit 1**.

Administrator was appointed by the Court in his fiduciary capacity on September 9, 2021 and qualified as administrator on September 22, 2021. **Exhibits 1**.

On November 19, 2021, Administrator entered into an earnest money contract (the "Earnest Money Contract") to sell the Comstock Property to Defendant. **Exhibits 1** and **2**. Importantly, the Earnest Money Contract did not include any agreement to be employed or to furnish labor, services, equipment and/or materials to Administrator, which Defendant claims in his Affidavit of Mechanic's Lien ("Mechanic's Lien")(**Exhibit 3**).

The As a part of the negotiation, Defendant informed Administrator that Defendant desired to make improvements to the Comstock Property *before* closing the sale of Comstock. **Exhibits 1** and **4**. Defendant submitted an addendum with his offer allowing him to have access to the Comstock Property before closing. **Exhibits 1 and 5**. Administrator would not—and did not—agree to allow Defendant to have access to the Comstock Property (for other than inspections) or to make any improvements prior to closing. **Exhibits 1**. Administrator responded to Defendant's real estate agent and Defendant's offer, and in particular, the addendum, as follows **Exhibits 1 and 6**:

> Also, the work during the term of the contract makes it difficult. I am certain Ed has great intentions, but things happen. What if Ed pays a contractor or sub to do work, and not much gets accomplished other than demolition. Thereafter, Ed walks away from the deal. If that is the case, the estate will be responsible to redress any damages done to the property with only the earnest money (less than $2K). Can we just make this a traditional closing and turn over possession at closing?

In a later email (**Exhibits 1 and 7**), Defendant acknowledged he would not have possession until after the closing:

> It is my understanding that David wants the traditional 'possession upon closing.' So, that addendum can be ignored, and David can sign all the other sheets."

Administrator and Defendant signed the Earnest Money Contract, which did not include

the Addendum; thus, Defendant was prohibited from having possession of the Comstock Property until closing (i.e., until he bought it). **Exhibits 1 and 2**.

After the parties signed the Earnest Money Contract, Defendant broke and entered the Comstock Property and changed the locks. **Exhibit 1**. When Administrator learned that Defendant had entered the Comstock Property, Administrator asked Defendant how he was able to access the property. Defendant replied: "I trespassed." **Exhibit 1**. Defendant, among other things, painted the interior and made changes to the flooring. **Exhibit 1**. Much of the work— which was never authorized— was determined to be shoddy workmanship. **Exhibit 1**. Administrator was later informed Defendant had hired a broker and was listing it for sale. **Exhibit 1 and 8.** In response to an email, Administrator questioned how Defendant was doing so, and copied Defendant's listing agent because Defendant had no authority to enter into realtor contracts on behalf of the Estate. **Exhibits 1 and 8**. Defendant then attempted to enter into a contract on behalf of the Estate, as seller, to sell the Comstock Property to a third-party buyer. **Exhibits 1 and 9**. Administrator informed Defendant that he could not enter into contracts to sell the Comstock Property on behalf of the Estate. **Exhibits 1 and 10**.

As a result of Defendant's actions, and the delay caused by his trespass, his improper listing, and his unsuccessful sale to an assignee, Defendant was not able to perform under the Earnest Money Contract in accordance with its terms. **Exhibit 1**. Consequently, Administrator changed the locks again and sent a demand that Defendant and his agent never access the Comstock Property and remove the on-line listing of the Premises. **Exhibit 1**. Administrator then removed the "for sale" sign in the front yard and the lock box from the door. **Exhibit 1**.

On September 20, 2022, Defendant filed the attached Affidavit of Mechanic's Lien ("Mechanic's Lien") asserting a $79,500 lien ("Alleged Lien") against the Comstock Property. **Exhibits 1 and 3**.

The Mechanic's Lien states, in pertinent part, as follows (**Exhibit 3**) :

- Defendant signed a contract November 19, 2021 ". . . and was employed or furnished labor, services, equipment and/or materials under an agreement with Estate of Ernest L. Heimlich . . .."
- Defendant completed services and his claim became due on January 21, 2022.

SUMMARY RELIEF IS APPROPRIATE/LEGAL ANALYSIS

First, Administrator denies there was any such contract to employ Defendant or to be furnished labor, services, equipment and/or materials. In fact, there is a written agreement and correspondence that evidence the parties' intent that Defendant could ***not*** perform any work, and he could not have possession of the Comstock Property before closing.

Second, Defendant did not file the Affidavit as required by Texas Property Code Section 53.052, which requires:

> An original contractor[1] claiming the lien must file an affidavit with the county clerk:
> . . . (2) for residential construction projects, not later than the 15th day of the third month after the month in which the original contractor's work was completed, terminated, or abandoned.

Defendant stated in his Affidavit that the services were completed on January 21, 2022. Consequently, Defendant would have been required to file his Affidavit on or before April 15, 2022. Defendant did not file his Affidavit until September 20, 2022 (with respect to the Affidavit filed the county's real property records) or August 8, 2022 (with respect to the Affidavit filed in

[1] Administrator denies he entered into any agreement with Defendant to act as a general contractor, but Defendant would have had to comply with this Texas law if there was such an agreement, as it relates to filing liens and affidavits of liens.

the probate records of Harris County Probate Court No. 1); thus, Defendant filed the Affidavit five (or four) months too late.

Third, assuming his Alleged Lien was valid, Defendant failed to bring a suit to foreclose the Alleged Lien on or before April 21, 2023, which was the last day he could have foreclosed his Alleged Lien. TEX. PROP. CODE §53.158 (a) (providing that suit must be brought to foreclose the lien not later than the first anniversary of the last day a claimant may file the lien affidavit under Section 53.052, which is 15th day after the third month when the work was terminated, completed or abandoned).

Fourth, while Defendant did not bring a suit to foreclose, he did file a $79,500 claim in the Estate cause of action, and attached his Affidavit ("Claim"). **Exhibits 1** and **11**. Defendant filed his Claim on August 9, 2022. **Exhibit 11**. Administrator did not act on the Claim; consequently, Defendant had until December 7, 2022 to file a suit on the rejected Claim. TEX. EST. CODE § 355.051 ("A personal representative of an estate shall, not later than the 30th day after the date an authenticated claim against the estate is presented to the representative, or deposited with the clerk as provided under Section 355.002, endorse on the claim, attach to the claim . . . "); TEX. EST. CODE § 355.052 ("The failure of a personal representative to timely allow or reject a claim under Section 355.051 constitutes a rejection of the claim."); TEX. EST. CODE § 355.064(a)("A claim or part of a claim that has been rejected by the personal representative is barred unless not later than the 90th day after the date of rejection the claimant commences suit on the claim in the court of original probate jurisdiction in which the estate is pending.").

For the reasons stated in this section, Administrator asks this Court to find that Administrator/Movant is entitled to remove the lien, and that this Court should sign an order removing the Mechanic's lien.

REQUEST FOR ATTORNEY'S FEES AND COSTS

Section 53.156 of the Texas Property Code (emphasis added) provides:

> In any proceeding to foreclose a lien or to enforce a claim against a bond issued under Subchapter H, I, or J *or in any proceeding to declare that any lien or claim is invalid or unenforceable* in whole or in part, the court shall award costs and reasonable attorney's fees as are equitable and just. With respect to a lien or claim arising out of a residential construction contract, the court is not required to order the property owner to pay costs and attorney's fees under this section.

Administrator incurred $3,352.41 in prosecuting his Petition, including fees of $3,075.00 and expenses of $277.41. The fees and costs are supported by the fee statements and the affidavit collectively attached hereto as **Exhibit 12**. Administrator assets that these fees and expenses were reasonable and necessary[2], and are equitable and just. **Exhibit 12**. Administrator asks that the fees and expenses are awarded to him pursuant to Section 53.156 of the Texas Property Code, and that such fees and expenses should be paid from the share of property passing to Defendant, as an heir of his father's estate, in the above entitled and numbered base cause.

For the reasons stated above, Administrator asks this Court (i) to declare mechanic's lien unenforceable and invalid, and sign an order dismissing said lien, (ii) to award attorneys' fees and costs as requested herein, and (iii) to grant all further relief to which Administrator is entitled.

Respectfully submitted,

COOK LAW, PLLC
/s/ David S. Cook
David S. Cook
Texas Bar No. 00796391
211W. 11th St.
Houston, Texas 77008
713.568.6511 (office)

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[2] Net proceeds from the sale of the Comstock property are held in escrow as required by the title company, and will not be released until the lien has been paid or released by a summary order pursuant to Texas Property Code Section 53.160. **Exhibit 12**. As a result of Defendant's wrongful filing of Mechanic's Lien, Administrator was compelled to bring this Petition as a condition of sale and release of all net proceeds; consequently, the fees and expenses incurred herein were necessary. **Exhibit 12**.

[illegible] required by the [illegible]
[illegible] Texas Property Code.
[illegible] Lien Administrator was
[illegible] consequently, the fees and

713.574.2904 (fax)
dcook@cooklawpllc.net

CERTIFICATE OF SERVICE

I do hereby certify that a copy of the foregoing motion has been served upon all parties of record via e-filing in accordance with the Texas Rules of Civil Procedure on this 18th day of September, 2023.

/s/ David S. Cook
David S. Cook

[illegible]

[illegible] served upon all parties of

[illegible]

[illegible]
[illegible]

EXHIBIT 1

CAUSE NO. 495484-403

ESTATE OF	§	IN PROBATE COURT NO. 4
	§	
ERNEST L. HEIMLICH,	§	OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

ADMINISTRATOR'S AFFIDAVIT SUPPORTING SUMMARY MOTION TO REMOVE UNENFORCEABLE AND INVALID LIEN PURSUANT TO TEXAS PROPERTY CODE SECTION 53.160

STATE OF TEXAS §
§
COUNTY OF HARRIS §

AFFIDAVIT OF DAVID COOK

BEFORE ME, on this day appeared David Cook, known to me to be the person whose name is undersigned, who being first by me duly sworn, stated:

1. "My name is David Cook. I am over the age of twenty-one (21) years, have never been convicted of a felony or a crime of moral turpitude, and have personal knowledge of the facts set forth herein which are true and correct.
2. I filed a Petition to Declare Mechanic's Lien Unenforceable and Invalid in the above entitled and numbered cause on June 23, 2023.
3. I caused the Petition to be served on Ernest Heimlich ("Defendant") by substituted service on August 21, 2023.
4. Defendant filed his answer, making an appearance herein, on September 11, 2023.
5. Ernest Heimlich ("Decedent") died intestate on May 25, 2021, owning three residential properties, being the Decedent's residence located at 6410 Rancho Blanco, Houston, TX (the "Rancho Blanco Property"), and two other residences located at 7318 Mesones Drive, Houston, TX (the "Mesones Property") and 806 Comstock Springs Drive, Katy, TX (the "Comstock Property").
6. The Rancho Blanco Property, the Mesones Property, and the Comstock Property are collectively referenced as the "Estate Properties."
7. Defendant is Decedent's son, and one of Decedent's five children, who include Defendant, Catherine Craig, Virginia Lahrman, Darcia Bland and Anne Board ("Heirs").

8. I was appointed by the Court in my fiduciary capacity on September 9, 2021, and I qualified as administrator on September 22, 2021.
9. On November 19, 2021, I entered into an earnest money contract (the "Earnest Money Contract") to sell the Comstock Property to Defendant. Importantly, the Earnest Money Contract did not include any agreement to employ Defendant to perform work on The Comstock Springs Property. Nor did it employ Defendant to furnish labor, services, equipment and/or materials to me or the Estate, which is what Defendant claimed in his Affidavit of Mechanic's Lien ("Mechanic's Lien").
10. As a part of the negotiation to sell/purchase Comstock Springs, Defendant informed me that Defendant desired to make improvements to the Comstock Property *before* closing the sale of Comstock Property. Defendant submitted an addendum with his offer allowing him to have access to the Comstock Property before closing. I would not—and did not—agree to allow Defendant to have access to the Comstock Property (for other than inspections) or to make any improvements prior to closing. I responded to Defendant's real estate agent and Defendant's offer, and in particular, the addendum, as follows: 'Also, the work during the term of the contract makes it difficult. I am certain Ed has great intentions, but things happen. What if Ed pays a contractor or sub to do work, and not much gets accomplished other than demolition. Thereafter, Ed walks away from the deal. If that is the case, the estate will be responsible to redress any damages done to the property with only the earnest money (less than $2K). Can we just make this a traditional closing and turn over possession at closing?'
11. In a later email, Defendant acknowledged he would not have possession until after the closing: 'It is my understanding that David wants the traditional 'possession upon closing.' So, that addendum can be ignored, and David can sign all the other sheets.'
12. Defendant and I signed the Earnest Money Contract, which did not include the Addendum; thus, Defendant was prohibited from having possession of the Comstock Property until closing (i.e., until he bought it).
13. After we signed the Earnest Money Contract, Defendant broke and entered the Comstock Property and changed the locks. When I learned that Defendant had

entered the Comstock Property, I asked Defendant how he was able to access the property. Defendant replied: "I trespassed." Defendant, among other things, painted the interior and made changes to the flooring. Much of the work—which was never authorized— was determined to be shoddy workmanship. I was later informed Defendant had hired a broker and was listing it for sale. In response to an email, I questioned how Defendant was doing so, and copied Defendant's listing agent because Defendant had no authority to enter into realtor contracts on behalf of the Estate. Defendant then attempted to enter into a contract on behalf of the Estate, as seller, to sell the Comstock Property to a third-party buyer. I informed Defendant that he could not enter into contracts to sell the Comstock Property on behalf of the Estate.

14. As a result of Defendant's actions, and the delay caused by his trespass, his improper listing, and his unsuccessful sale to an assignee, Defendant was not able to perform under the Earnest Money Contract in accordance with its terms. Consequently, I changed the locks again and sent a demand that Defendant and his agent never access the Comstock Property and remove the on-line listing of the Premises. I then removed the "for sale" sign in the front yard and the lock box from the door.

15. On September 20, 2022, Defendant filed the attached Affidavit of Mechanic's Lien ("Mechanic's Lien") asserting a $79,500 lien ("Alleged Lien") against the Comstock Property.

16. The Mechanic's Lien states, in pertinent part, as follows:

    - Defendant signed a contract November 19, 2021 '. . . and was employed or furnished labor, services, equipment and/or materials under an agreement with Estate of Ernest L. Heimlich : . ..'

    - 'Defendant completed services and his claim became due on January 21, 2022.'

17. First, I deny there was any such contract to employ Defendant or to be furnished labor, services, equipment and/or materials. In fact, there is a written agreement and correspondence that evidence the parties' intent that Defendant could ***not*** perform any work, and he could ***not*** have possession of the Comstock Property before closing.

18. Second, Defendant did not file the Affidavit as required by Texas Property Code Section 53.052, which required him to file an affidavit with the county clerk: . . . (2) for residential construction projects, not later than the 15th day of the third month after the month in which the original contractor's work was completed, terminated, or abandoned.

19. Each of the Exhibits attached to the ADMINISTRATOR'S SUMMARY MOTION TO REMOVE UNENFORCEABLE AND INVALID LIEN PURSUANT TO TEXAS PROPERTY CODE SECTION 53.160, are true and correct copies of the original documents.

David Cook

STATE OF TEXAS §
§
COUNTY OF HARRIS §

SWORN TO AND SUBSCRIBED BEFORE the undersigned notary by David Cook on this 31st day of August, 2023.

NOTARY PUBLIC, in and for the State of Texas

JESSICA ANN KASISCHKE
Notary Public, State of Texas
Comm. Expires 09-20-2025
Notary ID 133341793

EXHIBIT 2

11-08-2021

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Estate of Ernest L Heimlich (Seller) and Edmund Heimlich and/or assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property).

A. LAND: Lot 55 Block 24, Cimarron Sec 07 Addition, City of Katy, County of Harris, Texas, known as 806 Comstock Springs Dr TX 77450-3217 (address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items,** if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____.

E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing ..... $ 190,000.00

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ..... $ _____

C. Sales Price (Sum of A and B) ..... $ 190,000.00

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.

☐ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.

☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Majestic Title, as escrow agent, at 24556 Kingsland Blvd. Katy TX 77494 (address): $ 1,900.00 as earnest money and $ 0.00 as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of $_____ to escrow agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 0 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Majestic Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) Restrictive covenants common to the platted subdivision in which the Property is located.

(2) The standard printed exception for standby fees, taxes and assessments.

(3) Liens created as part of the financing described in Paragraph 3.

(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

(6) The standard printed exception as to marital rights.

(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.

(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

☒ (i) will not be amended or deleted from the title policy; or

☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☐ (1) Within ***** days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐Seller's ☐Buyer's expense no later than 3 days prior to Closing Date.

☐ (2) Within ***** days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within ***** days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: Residential use.
Buyer must object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☒is ☐is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**
Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.
If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services,

Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)

☐ (1) Buyer has received the Notice.

☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☒ (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)
☒ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
_____
(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $ 0.00 . Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
_____.

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before January 19, 2022, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:
(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒upon closing and funding ☐according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. SMART DEVICES: "Smart Device" means a device that connects to the Internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:

(1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and

(2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

Seller agrees to give the buyer a 30-day extension to closing for a fee of $1000 should that be needed.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed $ 0.00 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the

amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the

Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 6410 Rancho Blanco Court	**To Seller at:** 806 Comstock Springs Dr
Houston TX 77083	Katy TX 77450-3217
Phone:	Phone:
E-mail/Fax: ed44@att.net	E-mail/Fax:
E-mail/Fax:	E-mail/Fax:

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☒ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum Regarding Residential Leases
- ☐ Addendum Regarding Fixture Leases
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment
- ☐ Other (list):

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is:	Seller's Attorney is:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:

EXECUTED the _____day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Authentisign
Edmund Heimlich and/or assigns 11/18/2021

Buyer Edmund Heimlich and/or assigns

Seller Estate of Ernest L Heimlich

Buyer

Seller

BROKER INFORMATION
(Print name(s) only. Do not sign)

eXp Realty 603392
Other Broker Firm License No.

represents ☒ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Tricia Turner 0425311
Associate's Name License No.

the Tricia Turner Properties Group
Team Name

tricia@triciaturnerproperties.com 832-334-2671
Associate's Email Address Phone

Licensed Supervisor of Associate License No.

8030 FM 359 S., Suite B 832-334-2671
Other Broker's Address Phone

Fulshear TX 77441
City State Zip

Listing Broker Firm License No.

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Listing Associate's Name License No.

Team Name

Listing Associate's Email Address Phone

Licensed Supervisor of Listing Associate License No.

Listing Broker's Office Address Phone

City State Zip

Selling Associate's Name License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee ($1000). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of $_____ (Option Fee) in the form of _____ is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of $_____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent Majestic Title Received by _____ Email Address _____ Date/Time _____

Address 24556 Kingsland Blvd. Phone _____

City Katy State TX Zip 77494 Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $_____ additional Earnest Money in the form of _____ is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-10-2020

ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

806 Comstock Springs Dr Katy TX 77450-3217

(Street Address and City)

Austin Properties Inc. 281-634-0300

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

☐ 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.

☐ 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.

☐ 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer ☐ does ☐ does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.

☒ 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES AND DEPOSITS FOR RESERVES: Except as provided by Paragraphs A and D, Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed $ 300.00 and Seller shall pay any excess.

D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), ☒ Buyer ☐ Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Authenticsor

Buyer Edmund Heimlich and/or assigns

Seller Estate of Ernest L Heimlich

Buyer

Seller

EXHIBIT 3

RP-2022-470936
09/20/2022 RP1 $18.00

Affidavit of Mechanic's Lien

State of Texas

County of Harris

Notice is hereby given that on November 22, 2021, Edmund Heimlich, of 2724 Philomena St. # 407, Austin, Texas 78723, a Primary Contractor and Owner of Equitable Interest, commenced services at the Single Family Residence located at 806 Comstock Springs, Katy, in the County of Harris, State of Texas, more specifically known and legally described as:

LT 55 BLK 24 CIMARRON SEC 7

Claimant claims a lien in the amount of $79,500.00 on the Single Family Residence and the premises or real estate on which it is erected or built, belonging to Estate of Ernest L. Heimlich in Probate Court 1 of Harris County whose address is 201 Caroline St. 6th floor, Houston, Texas 71002. For satisfaction of a claim which became due on January 21, 2022, upon completion of services, for a Rehab and Renovation of the property to prepare for sale

Claimant signed a contract dated November 19, 2021 and was employed or furnished labor, services, equipment and/or materials under an agreement with Estate of Ernest L. Heimlich in Probate Court 1 of Harris County, 201 Caroline St. 6th floor, Houston, Texas 71002.

The Claimant served a copy of the Notice of the claim on August 08, 2022, by Submitted to file to Probate case 495484, copy served via e-efile to personal representative.

Claimant hereby declares that there is now due the balance of $79,500.00 which respondents neglect and refuse to pay despite requests and demands for payment. For this reason, Claimant is entitled to a lien on the property described herein and the improvements located thereon for the total sum of the lien claimed along with interest on the maturity of the debt as allowable according to Statute in such cases made and provided.

Sept 20, 2022

Aug 8, 2022

Edmund Heimlich
2724 Philomena St. # 407
Austin, Texas 78723

Date

Sept 20, 2022

STATE OF TEXAS, COUNTY OF TRAVIS, TX:

This Affidavit was acknowledged before me on this ~~8~~ 20 day of ~~August~~ September, ~~2022~~ 2022 by Edmund Heimlich, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

CHIRAG PATEL
Notary Public, State of Texas
Comm. Expires 01-19-2023
Notary ID 130681203

Notary Public

My commission expires 01/19/2023

Document Prepared By: Edmund Heimlich

in care of 2724 Philomena St. #407
Austin, TX 78723

ADINA AHRLETT
Notary Public, State of Texas
Comm. Expires 06-26-2023
Notary ID 130274870

FILED FOR RECORD

11:27:27 AM

Tuesday, September 20, 2022

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Tuesday, September 20, 2022

COUNTY CLERK
HARRIS COUNTY, TEXAS

I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This August 31, 2023

Teneshia Hudspeth

Teneshia Hudspeth, County Clerk
Harris County, Texas

[illegible] that these pages
[illegible] in my office,
[illegible]

[illegible]

[illegible]
[illegible]

EXHIBIT 4

Gmail

David Cook <dcook@cooklawpllc.net>

Every Day of Delay is unrecoverable loss !!! Re: Will we hear from you Today??? Re: 806 Comstock Springs Offer

1 message

ed heimlich <ed44@att.net> Fri, Oct 22, 2021 at 7:32 AM
To: David Cook <dcook@cooklawpllc.net>, Tricia Turner <tricia@triciaturnerproperties.com>
Cc: Jerry Mak <jmak@cooklawpllc.net>, Carmen Castro <ccastro@cooklawpllc.net>

Another day of Taxes, Insurance, Interest & HOA dues on 806 Comstock.
I will assume these expenses as soon as you accept my Offer.

I have a crew available NOW that may not be available tomorrow!

Have you ordered the appraisal on 6410?

David & Jerry - Please talk to Tricia.

On Wednesday, October 20, 2021, 09:30:14 AM CDT, ed heimlich <ed44@att.net> wrote:

As reported by my Buyer's Agent -
I am willing, and prepared, to pay $190,000 for 806 Comstock Springs, Katy, TX.
I am willing, and prepared, to top any valid offer.
I have a contractor that came available.
I don't want to lose him to another project.
I want to start to work on 806 NOW !
I will assume the carrying costs from date of agreement rather than from the typical, the date of the closing.
- Ed Heimlich

On Tuesday, October 19, 2021, 11:11:13 AM CDT, Tricia Turner <tricia@triciaturnerproperties.com> wrote:

Good morning all,

David and Jerry - could I get a status update on the possible sale of Rancho Blanco and Comstock? I know that you mentioned that you have an offer for the Comstock property, but I wanted to make you aware that Ed Heimlich is prepared to purchase the home for $190,000 or $100 over your best offer.

Please confirm if we can get something going on either of these properties.

Thanks so much,

www.triciaturner.work

On Fri, Oct 15, 2021 at 10:32 AM David Cook <dcook@cooklawpllc.net> wrote:

I did not say I was selling Comstock for $174k.

Sent from my iPhone

On Oct 15, 2021, at 10:11 AM, ed heimlich <ed44@att.net> wrote:

Tricia -

Thanks for talking to David yesterday.

If I heard correctly you said David is going to sell 806 for $174 K.

The property was sold by a probate attorney operating under the cover of a real estate license. (See her bio below).

The Guardian appointed to take care of my Father's Estate for my Father's benefit gave the listing to her for her benefit of a quick 6% commission.

The price listing price was $180 K and it sold in a day.
(buyer arranged prior to listing?)

It was to close June 2. My Father died May 25. That cancelled the sale.

My Sisters agreed to sell 806 Comstock to me for the same price.

That was in June before one of my Sisters forced a Court Appointed Administrator upon us.

Please, as my Buyers Agent, pursue the acquisition of 806 Comstock Springs as well as my acquisition of 6410 Rancho Blanco Court.

Meet Meredith Levine

Meredith Levine earned her B.A. in French at Yale University and her **J.D. at the University of Texas at Austin**, and was the founder and broker-owner of Friendswood-based real estate brokerage Levine & Co., which joined Martha Turner Sotheby's International Realty in August 2020. As a real estate broker, **Meredith has spent years working with individuals and families as well as attorneys, guardians,** institutional trust departments, executors and administrators in the listing and purchase of real estate. She approaches each transaction with a client-centric focus which, when combined with her extensive experience, makes every real estate transaction as seamless as possible.

EXHIBIT 5

ADDENDUM

PROPERTY: **806 Comstock Springs Dr, Katy, TX 77450-3217**

All carrying costs of the property (taxes, maintenance, utilities, insurance, etc) are to be assumed by the buyer upon execution of this contract. Seller provides Buyer permission to begin renovation work on the property upon execution of this contract. This sweat equity will be considered additional earnest money to show good faith to Seller that Buyer will complete this transaction. Seller agrees to give the buyer a 30-day extension to closing for a fee of $1000 should that be needed.

Date: 11/08/2021 Date

Authentisign
Edmund Heimlich
11/8/2021 8:41:21 AM CST

Date: Date

Addendum

EXHIBIT 6

Gmail

David Cook <dcook@cooklawpllc.net>

My comments sent to Tricia... Re: Order to Sell R/E has been signed !

1 message

ed heimlich <ed44@att.net> Wed, Nov 17, 2021 at 1:22 PM
To: David Cook <dcook@cooklawpllc.net>

Thanks, David.

I replied to your concerns with an email to Tricia.

I hope she can find time to work this out. - Ed

On Wednesday, November 17, 2021, 01:08:44 PM CST, David Cook <dcook@cooklawpllc.net> wrote:

All,

I have no cash to pay for a survey. Can Ed pay for the survey, and then have it reduced form the sales price at closing.

Also, the work during the term of the contract makes it difficult. I am certain Ed has great intentions, but things happen. What happens if Ed pays a contractor or sub to do the work, and not much gets accomplished other than demolition. Thereafter, Ed walks away from the deal. If that is the case, the estate will be responsible to redress any damage done to the property, with only the earnest money (less than $2K). Can we just make this a traditional closing and turn over possession at closing?

David

On Wed, Nov 17, 2021 at 12:42 PM Alissa Long <alissa@alongwayhomes.com> wrote:

Please see attached the Addendum referenced in the Paragraph Special Provisions:

Thank you, have a great day!

Texas Real Estate Commission Consumer Protection Notice | The following link contains Information About Brokerage Services

Alissa Long, Realtor®
Real Estate Agent - Coordinator - Compliance Officer - Notary Public
A Long Way Homes brokered by Tricia Turner Properties
Mobile (832) 887-3013 Email alissa@alongwayhomes.com

On Wed, Nov 17, 2021 at 12:18 PM David Cook <dcook@cooklawpllc.net> wrote:

Tricia:

Two things: (1) May I see the addendum referenced in Paragraph 11, and (2) I don't have any money to pay for and furnish a survey.

David

On Wed, Nov 17, 2021 at 12:15 PM Tricia Turner <tricia@triciaturnerproperties.com> wrote:
Attachment, sorry about that.

www.triciaturner.work

On Wed, Nov 17, 2021 at 12:09 PM David Cook <dcook@cooklawpllc.net> wrote:
Nothing attached. :)

On Wed, Nov 17, 2021 at 12:05 PM Tricia Turner <tricia@triciaturnerproperties.com> wrote:
Ed,

The revised Earnest money contract is attached reflecting the $1900 earnest money.

Please print, sign and take or scan to David. Or I can have Alissa send to you to sign electronically.

Please advise.

Thank you,

www.triciaturner.work

On Wed, Nov 17, 2021 at 7:49 AM ed heimlich <ed44@att.net> wrote:
David - It has been signed.
Showed up today. Was signed the 12th. 5 days ago.
You can now sign the contract to sell 806.
See attached.

EXHIBIT 7

Gmail

David Cook <dcook@cooklawpllc.net>

- disregard addendum if you want --- Fw: Signing complete: Heimlich Estate - Comstock - One to Four Family Residential Contract (Resale) (TAR-1601) (Rev. 02/20

1 message

ed heimlich <ed44@att.net> Wed, Nov 17, 2021 at 4:44 PM
To: Tricia Turner <tricia@triciaturnerproperties.com>, David Cook <dcook@cooklawpllc.net>

David & Tricia

I'm referring to the addendum providing for possession or access to property for renovations.

It is my understanding that David wants the traditional "possession upon closing".

So that addendum can be ignored and David can sign all the other sheets.

Then give me the address for delivery of the EM check to the Title Company.

- Ed

----- Forwarded Message -----
From: secure@authentisign.com <secure@authentisign.com>
To: "ed44@att.net" <ed44@att.net>
Sent: Wednesday, November 17, 2021, 04:39:11 PM CST
Subject: Signing complete: Heimlich Estate - Comstock - One to Four Family Residential Contract (Resale) (TAR-1601) (Rev. 02/20

AuthentiSIGN

Signing Complete

Hello Edmund Heimlich and/or assigns,

The signing has been successfully reviewed and signed by all parties

Name: Heimlich Estate - Comstock - One to Four Family Residential Contract (Resale) (TAR-1601) (Rev. 02/20

To download a copy of the signed documents, go here
To download a copy of the signing certificate, go here

To save or print the separately signed documents click the links below:
One to Four Family Residential Contract (Resale) (TAR-1601) (Rev. 02/2018)

806 Comstock Springs Dr Addendum
Addendum For Property Subject To Mandatory Membership In A Property Owners Association (TAR-1922)

To download a copy of the certification of validation and completion for separately signed documents click the links below:
One to Four Family Residential Contract (Resale) (TAR-1601) (Rev. 02/2018) - Certificate
806 Comstock Springs Dr Addendum - Certificate
Addendum For Property Subject To Mandatory Membership In A Property Owners Association (TAR-1922) - Certificate

Access to these links will expire on 11/24/2021 at 05:39 PM EST.

The Authentisign service is one of Lone Wolf Technologies' online paperless document services. Lone Wolf Technologies has been online since 1998 and currently has over 500,000 licensed real estate professionals using our online paperless document management services.

For more information please visit Lone Wolf Technologies at www.lwolf.com.

EXHIBIT 8

Gmail

David Cook <dcook@cooklawpllc.net>

Re: 806

1 message

David Cook <dcook@cooklawpllc.net> Wed, Jan 19, 2022 at 12:37 PM
To: ed heimlich <ed44@att.net>
Cc: Carmen Castro <ccastro@cooklawpllc.net>, Jerry Mak <jmak@cooklawpllc.net>, Kristie Seago <kristieseago@gmail.com>, Michael Seago <mseago@consolidated.net>

Ed,

You don't own it yet. How can you sell it?

David

On Wed, Jan 19, 2022 at 12:35 PM ed heimlich <ed44@att.net> wrote:

> David,
>
> 806 Comstock Springs has been listed for sale. Kristie & Michael Seago are the agents.
> They will probably contract you soon.
>
> CC: Kristie , Michael
>
> Ed
>
> Sent from AT&T Yahoo Mail on Android

EXHIBIT 9

11-08-2021

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

DS EH

1. PARTIES: The parties to this contract are ESTATE OF ERNEST L HEIMLICH (Seller) and D Fund II, LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property).

A. LAND: Lot 55 Block 24, CIM7RRON SEC 7 Addition, City of Katy, County of H7RRIS, Texas, known as 806 Comstock Springs Drive, Katy, Texas 77450-3217 (address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____.

E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing $283,000.00

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ..... $N/7.

C. Sales Price (Sum of A and B) $283,000.00

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.

☐ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.

☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Majestic Title, as escrow agent, at 24556 Kingsland Blvd, Katy, TX 77494 (address): $3000.00 as earnest money and $200.00 as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of $_____ to escrow agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 5 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Majestic Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) Restrictive covenants common to the platted subdivision in which the Property is located.

(2) The standard printed exception for standby fees, taxes and assessments.

(3) Liens created as part of the financing described in Paragraph 3.

(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

(6) The standard printed exception as to marital rights.

(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.

(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

☐ (i) will not be amended or deleted from the title policy; or

☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☐(1)Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐Seller's ☐Buyer's expense no later than 3 days prior to Closing Date.

☒(2)Within 5_____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐(3)Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: In the event there are EXISTING, PENDING OR PROPOSED leasing restrictions, the buyer can terminate this contract up until the date of closing. Buyer must object the earlier of (i) the Closing Date or (ii) 5_____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☒is ☐is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services,

Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)

☒ (1) Buyer has received the Notice.

☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)
☒ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $ N/7. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
Josh DeShong is a principal in D Fund II, LLC and Josh DeShong Real Estate and is a licensed broker in Texas.

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before FEBRUARY 17TH, 2022, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:
(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:

(1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and

(2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

If closing documents are not received by 12pm on the day of closing, closing will be extended to the following business day.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed $ N7 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the

amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited, unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person" then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the

Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at:	Josh DeShong	**To Seller at:**	
CC: John Prather			
Phone:	(512)590-3843	Phone:	( )
E-mail/Fax:	jt@joshdeshong.com	E-mail/Fax:	
E-mail/Fax:		E-mail/Fax:	

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☒ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum Regarding Residential Leases
- ☐ Addendum Regarding Fixture Leases
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment
- ☒ Other (list): Non-Realty Items 7ddendum

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is:		Seller's Attorney is:	
Phone:	( )	Phone:	( )
Fax:	( )	Fax:	( )
E-mail:		E-mail:	

EXECUTED the 7TH day of February, 20 22 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

DocuSigned by:
John Prather 2/7/2022
Buyer 4A4F1A84C8D74DA...

DocuSigned by:
Ed Heimlich 2/7/2022
Seller 8BFE176AE780458...

Buyer

Seller

BROKER INFORMATION
(Print name(s) only. Do not sign)

TREC NO.

Josh DeShong Real Estate — Other Broker Firm	09007233 — License No.
represents ☒ Buyer only as Buyer's agent ☐ Seller as Listing Broker's subagent	
JT Prather — Associate's Name	645437 — License No.
Josh DeShong Real Estate — Team Name	
jt@joshdeshong.com — Associate's Email Address	512-590-3843 — Phone
Josh DeShong — Licensed Supervisor of Associate	0558435 — License No.
5050 Quorum Dr. #600 — Other Broker's Address	972-498-7659 — Phone
Dallas — City	TX — State; 75254 — Zip

Bayou City Living — Listing Broker Firm	0450505 — License No.
represents ☐ Seller and Buyer as an Intermediary ☒ Seller only as Seller's agent	
Kristina Seago — Listing Associate's Name	0737594 — License No.
Team Name	
kristieseago@gmail.com — Listing Associate's Email Address	936-391-5904 — Phone
Bayou City Living — Licensed Supervisor of Listing Associate	0450505 — License No.
10678 Jones Road — Listing Broker's Office Address	281-310-5566 — Phone
HOUSTON — City	TX — State; 77065 — Zip
Selling Associate's Name	License No.
Team Name	
Selling Associate's Email Address	Phone
Licensed Supervisor of Selling Associate	License No.
Selling Associate's Office Address	
City	State; Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (2.5% DS EH). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of $_____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of $_____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $_____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

TEXAS REALTORS

SELLER'S DISCLOSURE NOTICE

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 806 Comstock Springs Dr Katy, TX 77450

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 X is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____ (approximate date) or X 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			X
Carbon Monoxide Det.		X	
Ceiling Fans	X		
Cooktop	X		
Dishwasher	X		
Disposal	X		
Emergency Escape Ladder(s)		X	
Exhaust Fans	X		
Fences	X		
Fire Detection Equip.		X	
French Drain		X	
Gas Fixtures	X		
Natural Gas Lines	X		

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

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

Item	Y	N	U	Additional Information
Central A/C	X			electric gas number of units:
Evaporative Coolers		X		number of units:
Wall/Window AC Units		X		number of units:
Attic Fan(s)		X		If yes, describe:
Central Heat	X			electric gas number of units:
Other Heat		X		If yes, describe:
Oven	X			number of ovens: electric gas other:
Fireplace & Chimney	X			wood gas logs mock other:
Carport		X		attached not attached
Garage	X			attached not attached
Garage Door Openers	X			number of units: number of remotes:
Satellite Dish & Controls		X		owned leased from:
Security System		X		owned leased from:
Solar Panels		X		owned leased from:
Water Heater	X			electric gas other: number of units:
Water Softener		X		owned leased from:
Other Leased Items(s)		X		If yes, describe:

Concerning the Property at 806 Comstock Springs Dr Katy, TX 77450

Underground Lawn Sprinkler		X	__ automatic __ manual areas covered:
Septic / On-Site Sewer Facility		X	if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by: __ city __ well X MUD __ co-op __ unknown __ other:
Was the Property built before 1978? __ yes X no __ unknown
(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).
Roof Type: Age: (approximate)
Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? __ yes X 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 X 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		X	Floors		X	Sidewalks		X
Ceilings		X	Foundation / Slab(s)		X	Walls / Fences		X
Doors		X	Interior Walls		X	Windows		X
Driveways		X	Lighting Fixtures		X	Other Structural Components		X
Electrical Systems		X	Plumbing Systems		X			
Exterior Walls		X	Roof		X			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

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		X	Radon Gas		X
Asbestos Components		X	Settling		X
Diseased Trees: oak wilt		X	Soil Movement		X
Endangered Species/Habitat on Property		X	Subsurface Structure or Pits		X
Fault Lines		X	Underground Storage Tanks		X
Hazardous or Toxic Waste		X	Unplatted Easements		X
Improper Drainage		X	Unrecorded Easements		X
Intermittent or Weather Springs		X	Urea-formaldehyde Insulation		X
Landfill		X	Water Damage Not Due to a Flood Event		X
Lead-Based Paint or Lead-Based Pt. Hazards		X	Wetlands on Property		X
Encroachments onto the Property		X	Wood Rot		X
Improvements encroaching on others' property		X	Active infestation of termites or other wood destroying insects (WDI)		X
Located in Historic District		X	Previous treatment for termites or WDI		X
Historic Property Designation		X	Previous termite or WDI damage repaired		X
Previous Foundation Repairs		X	Previous Fires		X
Previous Roof Repairs		X	Termite or WDI damage needing repair		X
Previous Other Structural Repairs		X	Single Blockable Main Drain in Pool/Hot Tub/Spa*		X
Previous Use of Premises for Manufacture of Methamphetamine	DS	X			

Concerning the Property at 806 Comstock Springs Dr Katy, TX 77450

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

*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 conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y	N	
__	X	Present flood insurance coverage (if yes, attach TXR 1414).
__	X	Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
__	X	Previous flooding due to a natural flood event (if yes, attach TXR 1414).
__	X	Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
__	X	Located __ wholly __ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE AO, AH, VE, or AR) (if yes, attach TXR 1414).
__	X	Located __ wholly __ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
__	X	Located __ wholly __ partly in a floodway (if yes, attach TXR 1414).
__	X	Located __ wholly __ partly in a flood pool.
__	X	Located __ wholly __ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

**For purposes of this notice:*

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Concerning the Property at 806 Comstock Springs Dr Katy, TX 77450

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* __ yes X no If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? __ yes X no If yes, explain (attach additional sheets as necessary): _____

Section 8. 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	
	X	Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved 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: Cimarron HOA 281-634-0300 Manager's name: Mase Austin Properties Phone: 713-860-6400 Fees or assessments are: $ 310 per year 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: _____
	X	Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
X		Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.) Probate
	X	Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
	X	Any condition on the Property which materially affects the health or safety of an individual.
	X	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).
	X	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.
	X	The Property is located in a propane gas system service area owned by a propane distribution system retailer.
	X	Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

Concerning the Property at 806 Comstock Springs Dr Katy, TX 77450

Section 9. Seller __ has __ has not attached a survey of the Property.

Section 10. 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

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 11. 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 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? __ yes X no

Section 13. 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 X no If yes, explain: _____

Section 14. 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.

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.

June 25, 2022

Signature of Seller Date Signature of Seller Date

Printed Name: Ed Heimlich DS Printed Name: _____

Concerning the Property at 806 Comstock Springs Dr Katy, TX 77450

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 https://publicsite.dps.texas.gov/SexOffenderRegistry. 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 the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.

(4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

(5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

(6) The following providers currently provide service to the Property:

Electric:	Direct Energy	phone #:	855-461-1926
Sewer:	Cimarron MUD	phone #:	832-490-1601
Water:	Cimarron MUD	phone #:	
Cable:		phone #:	
Trash:	Texas Pride Disposal	phone #:	281-342-8178
Natural Gas:	Centerpoint Energy	phone #:	713-659-2111
Phone Company:		phone #:	
Propane:		phone #:	
Internet:		phone #:	

(7) 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.

DocuSigned by: John Prather 2/7/2022

Signature of Buyer Date Signature of Buyer Date

Printed Name: John Prather Printed Name:

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-10-2020

ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

806 Comstock Springs Drive, Katy, Texas 77450-3217
(Street Address and City)

Cimarron HO7 / 713-776-1711
(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

☐ 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.

☒ 2. Within 10 days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.

☐ 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer ☐ does ☐ does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.

☐ 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES AND DEPOSITS FOR RESERVES: Except as provided by Paragraphs A and D, Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed $ 250.00 and Seller shall pay any excess.

D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), ☒ Buyer ☐ Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

DocuSigned by: John Prather 2/7/2022
4AFE1A84C6074DA...
Buyer

DocuSigned by: Ed Heimlich 2/7/2022
EFE176AE780458...
Seller

Buyer

Seller

Notice to a Purchaser of Real Property in a Water District

Note: This Notice should be completed and given to a prospective purchaser prior to execution of a binding contract of sale and purchase, should be executed by the seller and purchaser and should be attached as a separate portion of a purchase contract. Please see NOTE at bottom of page.

1) The real property, described below, that you are about to purchase is located in the Cimarron MUD District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is $0.37 on each $100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is $0.37 on each $100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion 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 and which have been or may, at this date, be issued in $56,670,000.00, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is $54,963,429.00.

2) The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is $zero. 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.

3) Mark an "X" in one of the following three spaces and then complete as instructed.

__ Notice for Districts Located in Whole or in Part within the Corporate Boundaries of a Municipality (Complete Paragraph A).

__ Notice for Districts Located in Whole or in Part in the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities and Not Located within the Corporate Boundaries of a Municipality (Complete Paragraph B).

X Notice for Districts that are NOT Located in Whole or in Part within the Corporate Boundaries of a Municipality or the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities.

A) The district is located in whole or in part within the corporate boundaries of the City of _____. The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

B) The district is located in whole or in part in the extraterritorial jurisdiction of the City of _____. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

4) The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows: LT 55 BLK 24 CIMARRON SEC 7

DocuSigned by:
Ed Heimlich 1/14/2022
Signature of Seller BBFE176AE73D458... Date
Owner of Record

Signature of Seller Date

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. 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 described in the notice or at closing of purchase of the real property.

John Pratler 2/7/2022
Signature of Purchaser 5C6D74DA... Date

Signature of Purchaser Date

NOTE: Correct district name, tax rate, bond amounts, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 1, 2022" for the words "this date" and place the correct calendar year in the appropriate space.

EXHIBIT 10

Gmail

David Cook <dcook@cooklawpllc.net>

Re: Offer on 806 Comstock Springs

1 message

David Cook <dcook@cooklawpllc.net> Tue, Feb 1, 2022 at 2:21 PM
To: ed heimlich <ed44@att.net>
Cc: Kristie Seago <kristieseago@gmail.com>, Michael Seago <mseago@consolidated.net>, Jerry Mak <jmak@cooklawpllc.net>

Ed,

You cannot write on the contract that the sale is from the estate of your father, nor me as dependent administrator. I cannot and will not participate in the sale, assignment or transfer of your interest.

David

On Tue, Feb 1, 2022 at 2:17 PM ed heimlich <ed44@att.net> wrote:

To Kristie & Michael Seago as my Agents,
And David Cook as Dependent Administrator of my Father's Estate;

I'm of the belief the Contract can be written with "Estate of Ernest Heimlich" showing as the Seller, providing that my purchase and assignment is mentioned in special provisions.

This will save me the expense of filing the contract for my purchase in the property records for my protection.

I suggest wording to this effect:

Edmund Heimlich is assigning his contract to purchase this property in exchange for the difference in his purchase price and the sales price of this contract.

With my printed name followed by space for my signature underneath.

David Cook can then sign the contract same as he did on the contract selling the property to me.

This should make for a smooth and easy transaction avoiding the creation of any potential clouds on the title.

I look forward to being presented with the contract for my signature in special provisions. This can come after both the final Buyer and David, as representative of the Estate, have signed.

It can then be presented in the Court for the submission currently scheduled for February 7.

- Ed Heimlich

[illegible] the Estate, have signed

[illegible] scheduled for February 7

Gmail

David Cook <dcook@cooklawpllc.net>

806 Comstock Springs

1 message

Michael Seago <mseago@consolidated.net> Tue, Feb 1, 2022 at 12:37 PM
To: David Cook <dcook@cooklawpllc.net>

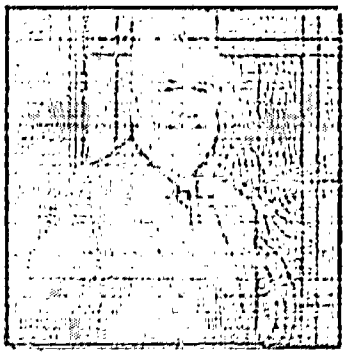
Good day -

We have a full price offer on Comstock Springs, 3 day option period and a closing date on 3/5/2022.

Will you approve an extension to 3/5/2022? Is there a monetary fee we need to attach to the extension?

Thanks,

Michael



Michael Seago

The Seago Group
Real Estate Professionals

RESIDENTIAL|WHOLESALE|INVESTMENT|COMMERCIAL|AND|PROPERTY|MANAGEMENT

(832)439-8668
Michael@TheSeagoGroup.com
www.TheSeagoGroup.com

https://www.trec.texas.gov/forms/information-about-brokerage-services
https://www.trec.texas.gov/forms/consumer-protection-notice

BBB ACCREDITED BUSINESS

Gmail

David Cook <dcook@cooklawpllc.net>

RE: 806 Comstock Springs

1 message

Michael Seago <mseago@consolidated.net> Tue, Feb 1, 2022 at 12:41 PM
To: David Cook <dcook@cooklawpllc.net>
Cc: Jerry Mak <jmak@cooklawpllc.net>, "Jessica Kasischke@cooklawpllc.net" <jkasischke@cooklawpllc.net>

I have not had Ed sign it yet depending on your answer. I will have him execute via docusign, and send it over to you.

Thank you for quick response

M

Michael Seago

The Seago Group
Real Estate Professionals

RESIDENTIAL WHOLESALE INVESTMENT COMMERCIAL AND PROPERTY MANAGEMENT

(832)439-8668

Michael@TheSeagoGroup.com

www.TheSeagoGroup.com

https://www.trec.texas.gov/forms/information-about-brokerage-services
https://www.trec.texas.gov/forms/consumer-protection-notice

ACCREDITED BUSINESS

From: David Cook <dcook@cooklawpllc.net>

Sent: Tuesday, February 1, 2022 12:40 PM
To: Michael Seago <mseago@consolidated.net>
Cc: Jerry Mak <jmak@cooklawpllc.net>; Jessica Kasischke@cooklawpllc.net <jkasischke@cooklawpllc.net>
Subject: Re: 806 Comstock Springs

Micahel,

Please send me a copy of the executed EMC. I want to look at the contract to determine if I will approve of an extension. An extension will require additional funds (tbd).

Thank you for your email,

David

On Tue, Feb 1, 2022 at 12:37 PM Michael Seago <mseago@consolidated.net> wrote:

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>
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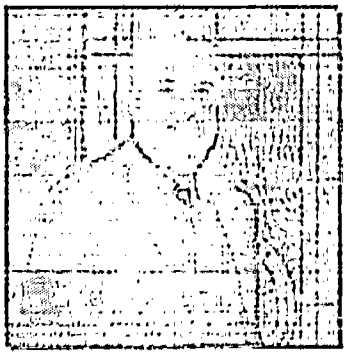
>
> Michael



Michael Seago

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https://www.trec.texas.gov/forms/information-about-brokerage-services
https://www.trec.texas.gov/forms/consumer-protection-notice

BBB ACCREDITED BUSINESS

Gmail

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Cc: Kristie Seago <kristieseago@gmail.com>, Michael Seago <mseago@consolidated.net>, Jerry Mak <jmak@cooklawpllc.net>

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This will save me the expense of filing the contract for my purchase in the property records for my protection.

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- Ed Heimlich

Estate, have signed

scheduled for February 7

EXHIBIT 11

Teneshia Hudspeth
COUNTY CLERK, HARRIS COUNTY, TEXAS
PROBATE COURTS DEPARTMENT

August 09, 2022

David S Cook
211 W. 11th Street
Houston, Texas 77008

RE: In the Estate of: Ernest L Heimlich, Deceased
Cause No.: 495484

Claimant: Edmund B. Heimlich
Filed On: August 8, 2022
Amount: $ 79,500

Dear Mr. Cook,

Pursuant to Section 355.002 (a) of the Texas Estates Code, you are hereby notified that the above styled claim has been filed in the above named estate and placed on the Claim Docket. A claim deposited under Subsection (a) is presumed to be rejected if the personal representative fails to act on the claim on or before the 30th day after the date the claim is deposited.

The claim may be examined during our regular office hours. A memorandum of allowance or denial may be tendered by efile, mail or in person at our office.

If you have any further questions regarding this matter, please feel free to contact LaVarrick Seoane at 713-274-8585.

Sincerely,

Teneshia Hudspeth,
Harris County Clerk

Jacqueline F. Washington
Department Head
Probate Courts Department
(713) 274-8585

CC: Edmund Heimlich
27224 Philomena St. #407
Austin, Texas 78723

TH/JFW/ls

I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This August 31, 2023

Teneshia Hudspeth, County Clerk
Harris County, Texas

[illegible] Co[illegible] fy that these pages
[illegible] in my office,
[illegible] date.

[illegible] office
[illegible] 1, 2[illegible]

[illegible] Co[illegible]
[illegible], Te[illegible]

Confidential information may have been redacted from the document in compliance with the Public Information Act.

FILED
8/8/2022 11:27 AM
Teneshia Hudspeth
County Clerk
Harris County - County Probate Court No. 1
Accepted By: OG

No. 495484

ESTATE OF ERNEST L. HEIMLICH DECEASED	IN PROBATE COURT 1 OF HARRIS COUNTY, TEXAS JUDGE JERRY SIMONEAUX PRESIDING

NOTICE OF MECHANICS LIEN & CLAIM

ON REAL PROPERTY 806 COMSTOCK SPRINGS

NOW COMES Edmund B. Heimlich, ("Heimlich"), as the party that filed this case for the probate of his fathers' estate, as a beneficiary, as an interested person, to give notice of the filing of a Mechanics Lien on the real property of the estate at 806 Comstock Springs in Katy Texas, Lt 55 BLK 24 CIMARRON SEC 7 for the sum of $79,500. See attached Affidavit of Mechanics Lien. Also attached is the Notice of Lis Pendens under the exclusive jurisdiction of the District Court of Harris County. The case pending, cause no. 2022-12360 is in the 333rd District Court and, therefore, cannot be canceled or dismissed by this probate court.

Submitted to the record and serve by e-file this 8th day of August 2022.

Edmund Heimlich
2724 Philomena St. # 407
Austin, Texas 78723
(512) 779-0234 / Ed44@att.net

Affidavit of Mechanic's Lien

State of Texas

County of Harris

Notice is hereby given that on November 22, 2021, Edmund Heimlich, of 2724 Philomena St. # 407, Austin, Texas 78723, a Primary Contractor and Owner of Equitable Interest, commenced services at the Single Family Residence located at 806 Comstock Springs, Katy, in the County of Harris, State of Texas, more specifically known and legally described as:

LT 55 BLK 24 CIMARRON SEC 7

Claimant claims a lien in the amount of $79,500.00 on the Single Family Residence and the premises or real estate on which it is erected or built, belonging to Estate of Ernest L. Heimlich in Probate Court 1 of Harris County whose address is 201 Caroline St. 6th floor, Houston, Texas 71002. For satisfaction of a claim which became due on January 21, 2022, upon completion of services, for a Rehab and Renovation of the property to prepare for sale

Claimant signed a contract dated November 19, 2021 and was employed or furnished labor, services, equipment and/or materials under an agreement with Estate of Ernest L. Heimlich in Probate Court 1 of Harris County, 201 Caroline St. 6th floor, Houston, Texas 71002.

The Claimant served a copy of the Notice of the claim on August 08, 2022, by Submitted to file to Probate case 495484, copy served via e-efile to personal representative.

Claimant hereby declares that there is now due the balance of $79,500.00 which respondents neglect and refuse to pay despite requests and demands for payment. For this reason, Claimant is entitled to a lien on the property described herein and the improvements located thereon for the total sum of the lien claimed along with interest on the maturity of the debt as allowable according to Statute in such cases made and provided.

Edmund Heimlich
2724 Philomena St. # 407
Austin, Texas 78723

Date Aug 8, 2022

STATE OF TEXAS, COUNTY OF TRAVIS, TX:

This Affidavit was acknowledged before me on this 8 day of August, 2022 by Edmund Heimlich, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

CHIRAG PATEL
Notary Public, State of Texas
Comm. Expires 01-19-2023
Notary ID 130081203

Notary Public

My commission expires 01/19/2023

Document Prepared By: Edmund Heimlich

RP-2022-217294
04/27/2022 $18.00

NOTICE OF LIS PENDENS

Hereinafter Defendants will collectively be referred to as Defendant, or as David S. Cook.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

NOTICE IS HEREBY GIVEN that an action was commenced in the 333rd Judicial District Court of Travis County, Texas, under Cause No. 2022-12360 styled *Edmund Heimlich vs The Estate of Ernest L. Heimlich, David S. Cook, Administrator, Cook Law PLLC, Sureto Insurance* Company, and DII Fund and is now pending in such court.

The action involves the title to and seeks to enforce a contract for the purchase and sale of certain property described 806 Comstock Springs, Katy, Texas

The action is for Specific Performance on the contract for the purchase and sale of the aforesaid property, for Quantum Merult Recovery (Mechanics Lien), breach of fiduciary duties relating to the sale of the properties and contracts relating to the sale of the Property.

SIGNED this the 22nd day of April, 2022.

By: _____
Edmund Heimlich, Plaintiff pro se

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Edmund Heimlich, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed.

Given under my hand and seal of office this the 22 day of April, 2022.

_____
Notary Public - State of Texas

AFTER RECORDING, RETURN TO:

Ed Heimlich
6410 Rancho Blanco Court
Houston, TX 77083

EXHIBIT 12

STATE OF TEXAS §
§
COUNTY OF HARRIS §

AFFIDAVIT IN SUPPORT OF ATTORNEY'S FEES AND EXPENSES

BEFORE ME, on this day appeared DAVID S. COOK, known to me to be the person whose name is undersigned, who being first by me duly sworn, stated:

1. "My name is David S. Cook. I am over the age of twenty-one (21) years, have never been convicted of a felony or a crime of moral turpitude, and have personal knowledge of the facts set forth herein which are true and correct.
2. I am the dependent administrator of the Estate of Ernest Heimlich, Deceased. I make this affidavit in support of the amount of attorney's fees and expenses incurred in this matter.
3. I am an attorney licensed to practice law in the State of Texas since 1996. I practice in the area of Probate. I am identified as "DC" on the attached invoice.
4. My office is located at 211 W. 11th Street, Houston, Texas 77008.
5. I am familiar with the nature of the legal services set forth in the attached invoice.
6. The amount of reasonable and necessary attorney's fees and the expenses incurred in connection with the lawsuit seeking to declare the Mechanic's Lien filed by Edmund Heimlich to be void is in the total sum of $3,352.41 as shown on the attached Invoice No. 00792.
7. I bill at the current rate of $425.00 per hour, but I reduced my fee to $375 an hour for this matter. The rate of $325 for an attorney of my experience is reasonable, in light of comparable fees charged by other similar attorneys in Harris County, Texas.

8. I have been an attorney for more than 25 years. I am board certified in probate law. I have focused 100% my legal career as a practicing attorney in non-litigated and litigated probate matters.

9. I have personally reviewed the reported charges of time and expenses in connection to this cause, and I am of the opinion that the time spent, costs incurred, and rates charged for such legal services have been reasonable, just and necessary in every instance.

10. Furthermore, an amount of the net proceeds from the sale of the Comstock Property are currently held in escrow as required by the title company, and will not be released until the lien has been paid or released by a summary order pursuant to Texas Property Code Section 53.160. As a result of Ed Heimlich's wrongful filing of Mechanic's Lien, I—as Administrator—was compelled to bring the petition to declare his Mechanic's Lien as invalid as a condition of sale and release of the remaining sales net proceeds; consequently, the fees and expenses incurred herein were necessary."

DAVID S. COOK

STATE OF TEXAS §
§
COUNTY OF HARRIS §

SWORN TO AND SUBSCRIBED BEFORE the undersigned notary by David S. Cook, on this 31st day of August, 2023.

JESSICA ANN KASISCHKE
Notary Public, State of Texas
Comm. Expires 09-20-2025
Notary ID 133341793

NOTARY PUBLIC, in and for the State of Texas

Cook Law, PLLC
211 W. 11th Street
Houston, Texas 77008
United States
713-568-6520

COOK LAW, PLLC

Estate Heimlich

Balance	$3,352.41
Invoice #	00792
Invoice Date	August 31, 2023
Payment Terms	
Due Date	

Ernest Heimlich Estate

Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
06/21/2023	DC	Draft Document	Draft Petition to Declare Mechanic's Lien as Unenforceable and Invalid.	$375.00	3.20	$1,200.00
08/16/2023	DC	Prepare Document	Prepare Motion for Substituted Service and proposed order.	$375.00	0.80	$300.00
08/31/2023	DC	Prepare Document	Prepare summary motion to declare lie invalid and unenforceable, along with supporting affidavits.	$375.00	2.30	$862.50
10/09/2023	DC	Prepare for and attend hearing	Prepare for and attend hearing (date and time are estimated).	$375.00	1.90	$712.50
				Totals:	8.20	$3,075.00

Expenses

Date	EE	Activity	Description	Cost	Quantity	Line Total
07/21/2023	DC	E-File Filing Fee	EFile Fee	$10.75	1.0	$10.75
08/10/2023	DC	Subpoena/Service Fee	Baker Legal Services - Inv 81023 on Ed Heimlich	$110.00	1.0	$110.00
08/21/2023	DC	Mailing/Shipping Fees	Post Office mail to Ohio and Austin	$3.66	1.0	$3.66
08/21/2023	DC	Certified Court Copies Fee	Harris Co Clerk Office - Certified Copies	$18.00	1.0	$18.00
08/22/2023	DC	Subpoena/Service Fee	Baker Legal Support Service - Inv 82223	$135.00	1.0	$135.00
					Expense Total:	$277.41

Time Entry Sub-Total:	$3,075.00
Expense Sub-Total:	$277.41
Sub-Total:	$3,352.41
Total:	$3,352.41
Amount Paid:	$0.00
Balance Due:	$3,352.41

Time Entry Sub-Total:	$3,075.00
Expense Sub-Total:	$277.41
Sub-Total:	$3,[illegible]
Total:	$3,352.41
Amount Paid:	$0.00
Balance Due:	$3,352.41