

13150 SCHOENEMANN RD.
CARMINE, TX 78932

OFFERED AT
\$525,000

for **SALE**



COUNTRY *property*

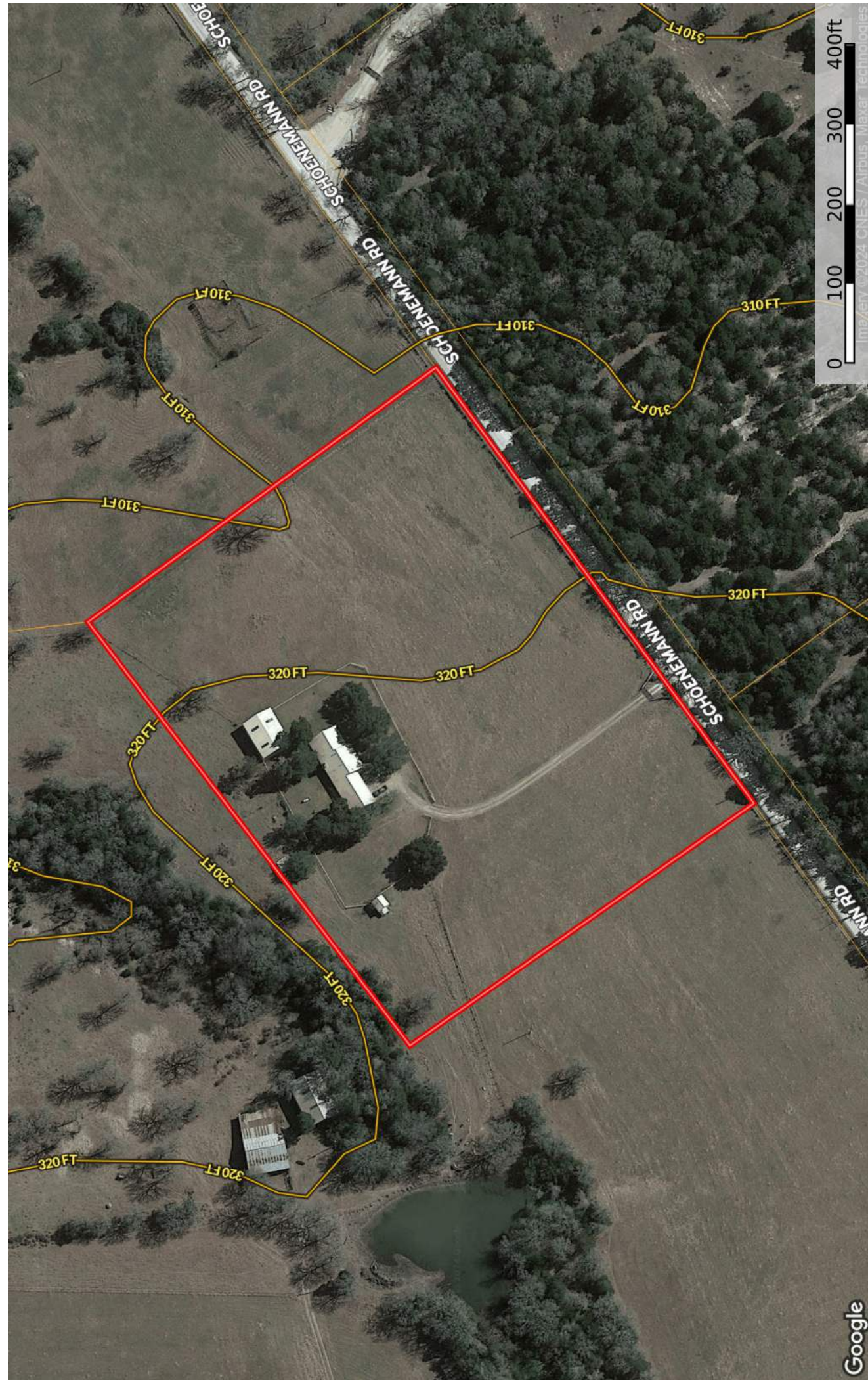
Enjoy relaxed country living or weekend escape halfway between Houston and Austin. Great 8 acre property with large oaks and cedar trees located a short distance from Burton and Carmine. One owner 3/3/2 brick home with fenced yard, 50x40 shop and SO MUCH POTENTIAL!!



Susan S. Kiel, Market Realty, Inc.

979-251-4078

burton@marketrealty.com
WWW.MARKETREALTY.COM



- Boundary
- 100 Year Floodplain
- 500 Year Floodplain
- Floodway
- Special
- Unmapped/ Not Included
- Crude Oil
- Natural Gas
- Other

Herman M. Schoenemann, Jr.
Residue of Colled
100 Ac. 295/593

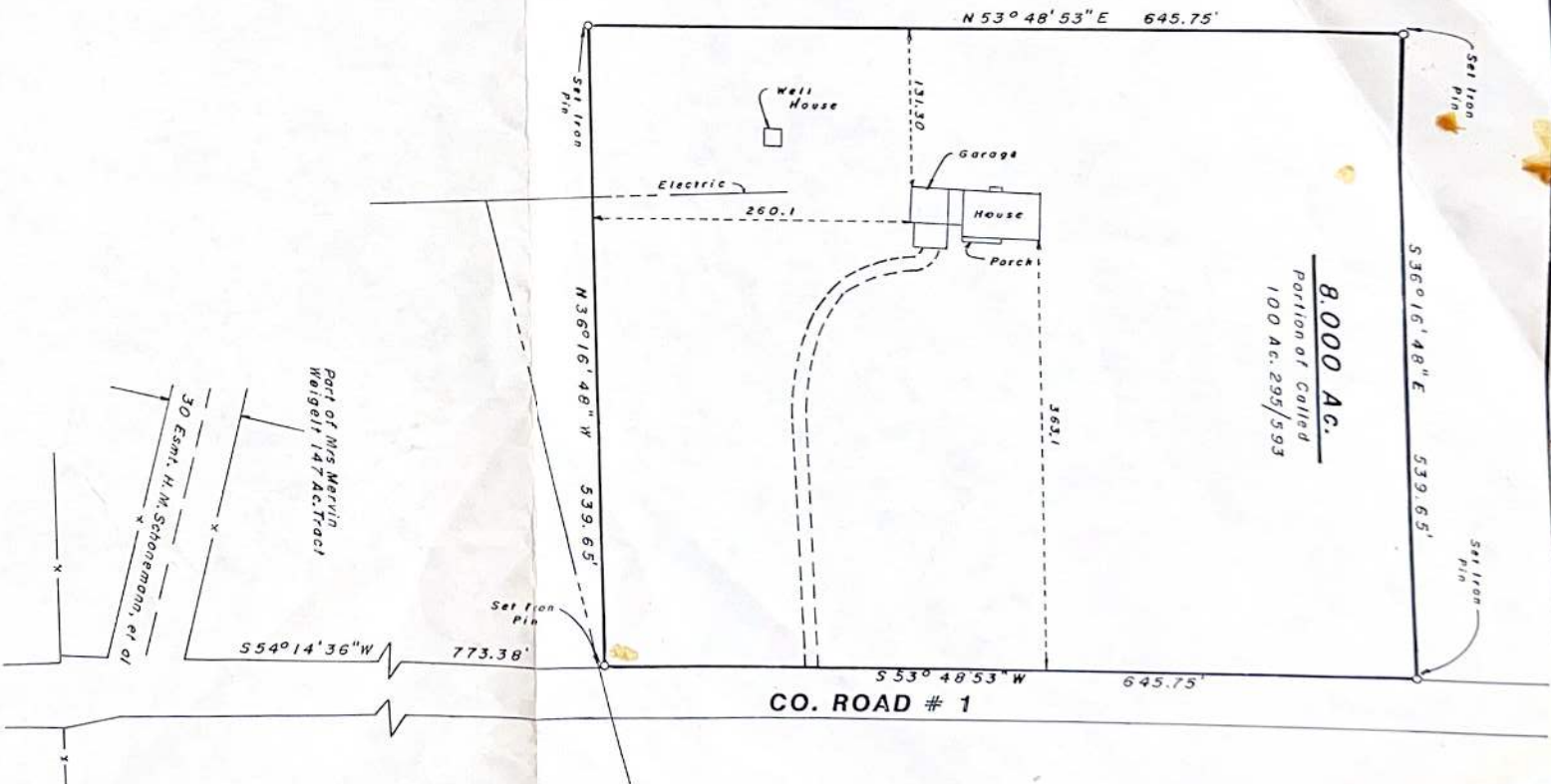
Set Iron
Pin
S 36° 16' 48" E 539.65'

Set Iron
Pin

8.000 AC.
Portion of Colled
100 Ac. 295/593

**B.M. HATFIELD
SURVEY A-56**

Scale: 1" = 100'



SUBJECT TO: All underground easements, the existence of which may arise by virtue of unrecorded grant or use.

I, William M. Reue, Registered Public Surveyor, do hereby certify that the plat and/or the description shown hereon accurately represents the results of an on the ground survey made with proper direction and supervision on 7/8/40, and that the same are correct as shown. There are no encroachments, conflicts, or protrusions apparent on the ground except as shown.

This survey was performed in connection with the transaction described in G. P. No. of of Title Company.

Use of this survey for any other purpose or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom.

William M. Reue
William M. Reue
Registered Public Surveyor No. 1070

HERMAN M. SCHOENEMANN, JR.
W. O. # 2819

PLEDGER AND ASSOCIATES, INC.
PREUE LAND SURVEYORS

1500 S. Doy St.
P. O. Box 1736
Brenham, Tex. 77833

22 N. Bell St.
P. O. Box 831
Bellville, Tex. 77418

8.000 AC. HERMAN M. SCHOENEMANN, JR.

ALL THAT TRACT OR PARCEL OF LAND situated in Washington County, Texas out of and a part of the B. M. Hatfield Survey A-56 containing a portion of the 100 acre tract of land described in a Deed of Gift dated 6 October 1969 from Herman M. Schoenemann, et ux to Herman M. Schoenemann, Jr. recorded in Volume 295 at Page 593 of the Deed Records of Washington County, Texas.

COMMENCING, for point of reference, at a fence corner post on the north or northwest margin of County Road No. One at an intersection with the west or southwest boundary of the called 100 acre Herman M. Schoenemann, Jr. tract of which this survey is a part, the original corner said to be across the road, for a corner of a Mervin Weigelt tract called 147 acres; THENCE with the north or northwest margin of said county road which runs along the southeast boundary of said 100 acre Schoenemann tract, N 54° 14' 36" E 773.38 ft. to the beginning point of the tract here described.

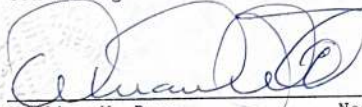
BEGINNING at the south corner of this survey, an iron pin set on the northwest margin of County Road No. One which runs along the southeast boundary of the Schoenemann tract of which this survey is a part;

THENCE leaving the road with the southwest line of this parcel, N 36° 16' 48" W 539.65 ft. to an iron pin set for west corner;

THENCE N 53° 48' 53" E 645.75 ft. to an iron pin set for the north corner hereof;

THENCE with the northeast line of this parcel, S 36° 16' 48" E 539.65 ft. to an iron pin set for corner on the northwest margin of said road;

THENCE with said road line and occupied southeast boundary of the Schoenemann land, S 53° 48' 53" W 645.75 ft. to the place of beginning, containing 8.000 acres of land.



William W. Reue November 19, 1990
Registered Professional Land Surveyor No. 1070

W. O. #12819.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS



ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

13150 Schoenemann Rd

Carmine

(Street Address and City)

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

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

IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate.

If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

Buyer _____

Buyer _____

Signed by: Clifford W. Schoenemann
 Seller 523F2E2F9D3435
 Signed by: Arman M. Schoenemann, III
 Seller 523F2E2F9D3435
 Signed by: Clifford W. Schoenemann
 Seller 523F2E2F9D3435



The form of this addendum has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 44-3. This form replaces TREC No. 44-2.

TXR-1905

TREC NO. 44-3

13158

Seller



SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc., 2022

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

13150 Schoenemann Rd
Carmine, TX 78932

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

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? SEPT 14, 2023 (approximate date) or never occupied the Property

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

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

Item	Y	N	U
Cable TV Wiring	✓		
Carbon Monoxide Det.		✓	
Ceiling Fans	✓		
Cooktop	✓		
Dishwasher	✓		
Disposal		✓	
Emergency Escape Ladder(s)		✓	
Exhaust Fans	✓		
Fences	✓		
Fire Detection Equip.		✓	
French Drain		✓	
Gas Fixtures	✓		
Liquid Propane Gas:	✓		
-LP Community (Captive)		✓	
-LP on Property	✓		

Item	Y	N	U
Natural Gas Lines		✓	
Fuel Gas Piping:			
-Black Iron Pipe			✓
-Copper	✓		
-Corrugated Stainless Steel Tubing		✓	
Hot Tub		✓	
Intercom System		✓	
Microwave		✓	
Outdoor Grill		✓	
Patio/Decking	✓		
Plumbing System	✓		
Pool		✓	
Pool Equipment		✓	
Pool Maint. Accessories		✓	
Pool Heater		✓	

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

Item	Y	N	U	Additional Information
Central A/C	✓			(electric) gas number of units: ONE
Evaporative Coolers		✓		number of units:
Wall/Window AC Units		✓		number of units:
Attic Fan(s)	✓			if yes, describe: 1 IN HALL CEILING; 1 IN ATTIC FOR ATTIC AIR FLOW
Central Heat	✓			(electric) gas number of units: ONE
Other Heat	✓			if yes, describe: FIRE PLACE HAS FORCED AIR
Oven	✓			number of ovens: TWO (electric) gas other:
Fireplace & Chimney	✓			(wood) gas logs mock other:
Carport		✓		attached not attached CONNECTED BY ROOF
Garage	✓			attached not attached
Garage Door Openers	✓			number of units: ONE number of remotes: ONE
Satellite Dish & Controls			✓	owned leased from: "DISH" SATELLITE ON ROOF; NO CONTROLS
Security System			✓	owned leased from:

(TXR-1406) 07-10-23

Initialed by: Buyer: _____ and Seller: PRR CWS PRR

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13150 Schoenemann Rd
Carmine, TX 78932

Concerning the Property at

Solar Panels	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	owned	leased from:
Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	electric	gas other: number of units ONE
Water Softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	owned	leased from:
Other Leased Item(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	if yes, describe:	
Underground Lawn Sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	automatic	manual areas covered
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)	

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

Was the Property built before 1978? yes no unknown

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

Roof Type: METAL

Age: SAME AS HOUSE

(approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes no unknown

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

DISHWASHER MAY NOT WORK; NOT ALL COOKTOP BURNERS MAY WORK; KITCHEN CEILING FAN WORKS BUT MAY NOISY.

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
Basement		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>
Exterior Walls	<input checked="" type="checkbox"/>	

Item	Y	N
Floors		<input checked="" type="checkbox"/>
Foundation / Slab(s)	<input checked="" type="checkbox"/>	
Interior Walls	<input checked="" type="checkbox"/>	
Lighting Fixtures		<input checked="" type="checkbox"/>
Plumbing Systems		<input checked="" type="checkbox"/>
Roof		<input checked="" type="checkbox"/>

Item	Y	N
Sidewalks		<input checked="" type="checkbox"/>
Walls / Fences		<input checked="" type="checkbox"/>
Windows		<input checked="" type="checkbox"/>
Other Structural Components		<input checked="" type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): SEE ATTACHED REPAIR ESTIMATE DATED JUNE 28, 2024 FOR SLAB FOUNDATION ISSUES. CERTAIN EXTERIOR BRICK WALL JOINTS, CERTAIN INTERIOR WALLS OF LIVING ROOM, MASTER BEDROOM, POSSIBLY END OF HALL BEDROOM, HAVE CRACKS.

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
Aluminum Wiring		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>
Diseased Trees: oak wilt		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>
Previous Foundation Repairs		<input checked="" type="checkbox"/>

Condition	Y	N
Radon Gas		<input checked="" type="checkbox"/>
Settling	<input checked="" type="checkbox"/>	
Soil Movement	<input checked="" type="checkbox"/>	
Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Underground Storage Tanks		<input checked="" type="checkbox"/>
Unplatted Easements		<input checked="" type="checkbox"/>
Unrecorded Easements		<input checked="" type="checkbox"/>
Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Water Damage Not Due to a Flood Event	<input checked="" type="checkbox"/>	
Wetlands on Property		<input checked="" type="checkbox"/>
Wood Rot		<input checked="" type="checkbox"/>
Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Fires		<input checked="" type="checkbox"/>

(TXR-1406) 07-10-23

Initialed by: Buyer:

and Seller:

Market Realty, Inc. 615 N Main St., PO Box 161 Burton, TX 77833
Susan Kell

Phone 772-921-1111 Fax 772-921-1111
www.360.com

Produced with Lone Wolf Transactions (ppForm Edition) 717 N Haywood St. Suite 2300, Dallas, TX 75201

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13150 Schoenemann

Concerning the Property at _____

13150 Schoenemann Rd
Carmine, TX 78932

Previous Roof Repairs	<input checked="" type="checkbox"/>
Previous Other Structural Repairs	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input checked="" type="checkbox"/>

Termite or WDI damage needing repair	<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): SEE ATTACHED REPAIR ESTIMATE DATED JUNE 28, 2024 FOR SLAB FOUNDATION ISSUES RELATED TO SETTLING AND SOIL MOVEMENT. A SHOWER LEAK INTO MASTER BEDROOM CLOSET HAS BEEN REPAIRED, BUT CLOSET CARPET NOT REPLACED

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

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

***If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).**

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.

(TXR-1406) 07-10-23

Initialed by: Buyer: _____

and Seller: BAI CWS PNR

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13150 Schoenemann Rd
Carmine, TX 78932

Concerning the Property at

"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.

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 ☒ 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 ☒ 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

☒ ☐

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: _____

Manager's name: _____

Phone: _____

Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☒ ☐

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____

☒ ☐

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☒ ☐

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

☒ ☐

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

☒ ☐

Any condition on the Property which materially affects the health or safety of an individual.

☒ ☐

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

☒ ☐

Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

(TXR-1406) 07-10-23

Initialed by: Buyer _____ and Seller _____



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13150 Schoenemann Rd
Carmine, TX 78932

Concerning the Property at _____

- ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- ☒ 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): _____

Section 9. 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 10. 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 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ☐ yes ☒ no

Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: _____

Section 13. 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):

SMOKE DETECTORS INSTALLED AS REQUIRED AT TIME OF CONSTRUCTION.

*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.

(TXR-1406) 07-10-23

Initialed by: Buyer: _____ and Seller: _____

Market Realty, Inc. 615 N Main St., PO Box 101 Burton, TX 77833
Susan Kief

Produced with Lone Wolf Transactions (pdfForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201

Phone: 972.882.2559 Fax: 972.882.2199
www.lwlf.com

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13150 Schoenemann

13150 Schoenemann Rd
Carmine, TX 78932

Concerning the Property at _____

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.

Signature of Seller: [Signature] Date: 2024-08-24
Signature of Seller: [Signature] Date: 21 Aug 2021
Printed Name: TRENT SCHOENEMANN Printed Name: Herman M Schoenemann

ADDITIONAL NOTICES TO BUYER:

- [Signature] Signed by: Clifford W. Schoenemann
- (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>. 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: BLUE BONNET ELECTRIC COOP
Sewer: _____
Water: _____
Cable: _____
Trash: _____
Natural Gas: _____
Phone Company: INDUSTRY TELEPHONE COMPANY
Propane: FAYETTEVILLE PROPANE COMPANY
Internet: INDUSTRY TELEPHONE COMPANY

phone #: 800-842-7708
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: 979-357-4411
phone #: 800-549-2213
phone #: 979-357-4411

(TXR-1406) 07-10-23

Initialed by: Buyer: _____

and Seller: [Signature]

Market Realty, Inc. Burton 615 N Main St. / P.O. Box 101 Burton, TX 77833
Susan Kiehl

Produced with Lone Wolf Transactions (zgiform Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201

Phone: 972-292-1159

Fax: 972-292-1159

www.lwtf.com

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13150 Schoenemann

13150 Schoenemann Rd
Carmine, TX 78932

Concerning the Property at _____

(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.

Signature of Buyer _____

Date _____

Signature of Buyer _____

Date _____

Printed Name: _____

Printed Name: _____

(TXR-1406) 07-10-23

Initialed by: Buyer: _____

and Seller: _____

Market Realty, Inc. 815 N Main St. PO Box 101 Burton, TX 77833
Susan Kirt

Phone: 9792921155

Fax: 9792921151

Produced with Lone Wolf Transactions (zipForm Editors 717 N Harwood St, Suite 2200, Dallas, TX 75201)

www.lwtx.com

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13150 Schoenemann Rd



INFORMATION ABOUT ON-SITE SEWER FACILITY

THIS IS A FORM FOR PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS WHO IS NOT AUTHORIZED TO USE THIS FORM. THIS FORM IS NOT A CONTRACT. IT IS A FORM FOR THE TEXAS ASSOCIATION OF REALTORS, INC., 2004

CONCERNING THE PROPERTY AT

13150 Schoenemann Rd
Carmine, TX 78932

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: DRAIN FIELD ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System:
SEPTIC TANK - NORTH OF HOUSE BETWEEN HOUSE AND PIPE FENCE, EAST OF PROPANE TANK
DRAIN FIELD - NORTH OF, AND OUTSIDE OF, PIPE FENCE ☐ Unknown
- (4) Installer: ☒ Unknown
- (5) Approximate Age: INSTALLED AT TIME OF HOUSE CONSTRUCTION ☐ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? Yes ☒ No ☐
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? UNKNOWN (POSSIBLY SPRING 2018)
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? Yes ☒ No ☐
If yes, explain: _____
- (4) Does Seller have manufacturer or warranty information available for review? Yes ☒ No ☐

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
planning materials permit for original installation final inspection when OSSF was installed
maintenance contract manufacturer information warranty information
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

(TXR-1407) 1-7-04

Initialed for identification by Buyer

and Seller

[Handwritten initials and signatures]

Page 1 of 2

Market Realty, Inc. 10000 N. Main St., 10000 N. Main St., Dallas, TX 75243

Produced with Lorie Wolf Transactions (c) Form Edition 217 N. Harwood St., Suite 2200, Dallas, TX 75201

Phone: 972-992-1100

Fax: 972-992-1100

2012-2013

Information about On-Site Sewer Facility concerning

13150 Schoenemann Rd
Carmine, TX 78932

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

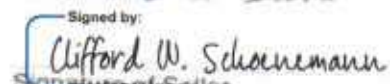
Facility	Usage (gal/day) without water- saving devices	Usage (gal/day) with water- saving devices
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.


SIGNATURE OF SELLER 12 JULY 2024
DATE


SIGNATURE OF SELLER 12 JULY 2024
DATE


Signature of Seller Date

Signed by:

Signature of Seller 9/10/2024
Date

Receipt acknowledged by:

Signature of Buyer Date

Signature of Buyer Date



FIRST CHOICE HOUSE LEVELING
FOUNDATION SPECIALISTS

Brenham

(979)203-1647

Estimate & Contract

Name: Schoenemann

Date: 6-28-24

Address: 13150 Schoenemann Rd

Phone: 907-750-4280

Carmine

Phone: _____

Slab Construction:

1. Excavate soil to install 34 exterior unipile piers, _____ interior piers, in places recommended by contractor and accepted by owner.
2. Piers are pre-engineered to meet VA and FHA specifications.
3. Slab leveling shall be accomplished through hydraulic jacking of the exterior grade beam and to use steel shims to hold piers in place.
4. When concrete holes are broken through slabs, sidewalks, or driveways for access purposes, First Choice House Leveling will patch the concrete but cannot guarantee that the old concrete will match in color or texture to the new concrete. Surfaces with tile, flagstone, brick or any other covering will be the responsibility of the homeowner to replace the said items.
5. Voids under the slab created by tunneling or levelling, are not filled to allow soil expansion and contraction. It is the owner's responsibility to maintain positive drainage around the perimeter where repairs were made to avoid water pooling under the slab.

Pier & Beam Construction:

6. Install 0 concrete footers & concrete piers on 0 ft. spacing.
7. Install 0 ft. new beam/Size 0. Install 0 ft. new joist/Size 0.
8. While every precaution is taken when lifting the structure to protect it from further damage First Choice House Leveling assumes no responsibility for cost of repair for items such as, but not limited to sheetrock, wall plaster, masonry, porches, tile, roofs, plumbing/gas lines, or any electrical damage.
9. While work is in progress, it may become evident to the contractor that the structure was built with inadequate materials, or have structural deficiency which may require an addendum to the contract and a change in price and warranty. The owner will have an opportunity to do one of the following: Terminate the agreement and First Choice House Leveling will refund monies paid less the cost of materials and work performed or continue the work with change in cost and warranty (to follow).
10. Owner may order additional work, which is not described in this agreement, in which Owner and First Choice House Leveling shall enter into a separate written agreement describing such work. No oral representation by anybody can change this agreement. This agreement is the entire agreement between First Choice House Leveling and owner.
11. In the event First Choice House Leveling encounters previous piers installed and it is required to break loose original construction piers to properly lift the structure, it will be done at an additional cost of \$95.00 per pier requiring detaching.
12. First Choice House Leveling will temporarily remove any plants, shrubs, trees or lawn watering systems that impede access for pier installation. However First Choice House Leveling will not be responsible for the condition of plants, shrubs, trees or lawn that will be replanted. If homeowner desires, they can hire an independent nursery at the owner's expense to professionally remove and replant said items.

13. Will supply the customer with an engineer's cerfication on all work performed if requested and paid for in advance when signing the contract.
14. Disposal of all the excess soil, trash and debris will be hauled away at completion of job.
15. This agreement includes only those items specified and does not include and redocorating, repairing or replacing of any materials or items not specifically called for hereto. First Choice House Leveling agrees to start and pursue work through completion in a timely manner, but shall not be responsible for delays caused by any of the following: funding of loans, acts of god, acts of neglect or omission by owner, stormy or inclement weather, strikes or anything not under control by contractor.
16. All work performed is guaranteed for a period of 10 years from the original date of contract and within the 10 year guarantee at no cost to the owner(s) any leveling adjustments that need to be made will only be where the installation of piers were placed. Transfer of this guarantee is available to new owners for a fee. And additional 10 year guarantees are offered for a fee.
17. The owner has up to 3 business days from date signed on contract to cancel this agreement. After the 3 days, no refunds will be authorized or given.

Arbitration Agreement

The parties agree this Agreement shall be governed exclusively by the law of the State of Texas and venue shall exclusively be in Bexar County, Texas. However in the event of any allegation that First Choice House Leveling has breached this contract, it is agreed that any such allegation shall be exclusively resolved by binding arbitration initiated by one party giving the other party written notice of arbitration, and that no law suit shall be filed against First Choice House Leveling in any court of Law. An arbitrator shall be selected in Bexar County, Texas. All findings and decisions of the Arbitrator shall be final and binding on all parties as if such judgment was rendered by a court of law in full and complete satisfaction of the rights of the parties. Such arbitration shall be governed by the Federal Arbitration Act, 9 USC. Any and all such controversies, claims or disputes shall utilize the Commercial Arbitration Rules of the American Arbitration Association. Each party shall pay its own costs and attorney's fees unless otherwise determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction of the same with no rights of appeal there from.

Special Conditions:

Lifetime transferable guarantee where piers are installed by 1st Choice House Leveling

Cash Price: \$ 17,550-800=\$16,750

Payment Conditions: _____
 "This proposal may be withdrawn by contractor if not accepted within 30 days."

The owner has read all the terms of this contract and is familiar with the provisions as well as aware that the soil conditions in the local area could possibly result in settling and accepts this contract subject to the items and conditions there in contained. I HAVE READ THIS AGREEMENT AND WARRANTY AND AGREE TO THE TERMS AND CONDITIONS OF BOTH.

*NOTE: It is the owner's responsibility to provide access, water, and electricity for the job and to pay the balance to the foreman at completion before he leaves the jobsite.

Owner: _____ Date: _____

Owner: _____ Date: _____

Representative: _____ Date: _____