



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

**SELLER'S DISCLOSURE NOTICE**CONCERNING THE PROPERTY AT 7902 Canal Drive, Freeport, TX 77541

(Street Address and City)

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 PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

Seller ☐ is ☒ is not occupying the Property. If unoccupied, how long since Seller has occupied the Property? _____

1. The Property has the items checked below [Write Yes (Y), No (N), or Unknown (U)]:

<u>Y</u> Range	<u>N</u> Oven	<u>Y</u> Microwave
<u>Y</u> Dishwasher	<u>N</u> Trash Compactor	<u>Y</u> Disposal
<u>Y</u> Washer/Dryer Hookups	<u>N</u> Window Screens	<u>N</u> Rain Gutters
<u>Y</u> Security System	<u>Y</u> Fire Detection Equipment	<u>N</u> Intercom System
	<u>Y</u> Smoke Detector	
	<u>N</u> Smoke Detector-Hearing Impaired	
	<u>Y</u> Carbon Monoxide Alarm	
	<u>N</u> Emergency Escape Ladder(s)	
<u>N</u> TV Antenna	<u>N</u> Cable TV Wiring	<u>N</u> Satellite Dish
<u>Y</u> Ceiling Fan(s)	<u>N</u> Attic Fan(s)	<u>Y</u> Exhaust Fan(s)
<u>Y</u> Central A/C	<u>Y</u> Central Heating	<u>N</u> Wall/Window Air Conditioning
<u>Y</u> Plumbing System	<u>Y</u> Septic System	<u>N</u> Public Sewer System
<u>Y</u> Patio/Decking	<u>N</u> Outdoor Grill	<u>N</u> Fences
<u>N</u> Pool	<u>N</u> Sauna	<u>N</u> Spa <u>N</u> Hot Tub
<u>N</u> Pool Equipment	<u>N</u> Pool Heater	<u>N</u> Automatic Lawn Sprinkler System
<u>N</u> Fireplace(s) & Chimney		<u>N</u> Fireplace(s) & Chimney
<u>N</u> (Wood burning)		<u>Y</u> (Mock) (ELECTRIC)
<u>N</u> Natural Gas Lines		<u>N</u> Gas Fixtures
<u>N</u> Liquid Propane Gas: <u>N</u> LP Community (Captive) <u>N</u> LP on Property		
<u>N</u> Fuel Gas Piping: <u>N</u> Black Iron Pipe <u>N</u> Corrugated Stainless Steel Tubing <u>N</u> Copper		
Garage: <u>N</u> Attached <u>N</u> Not Attached <u>Y</u> Carport		
Garage Door Opener(s): <u>N</u> Electronic <u>N</u> Control(s)		
Water Heater: <u>N</u> Gas <u>Y</u> Electric		
Water Supply: <u>N</u> City <u>Y</u> Well <u>N</u> MUD <u>N</u> Co-op		

Roof Type: Composition Age: New Construction (approx.)

Are you (Seller) aware of any of the above items that are not in working condition, that have known defects, or that are in need of repair? ☐ Yes ☒ No ☐ Unknown. If yes, then describe. (Attach additional sheets if necessary): _____

New Construction

2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code? ☒ Yes ☐ No ☐ Unknown. If the answer to this question is 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 the installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

3. Are you (Seller) aware of any known defects/malfunctions in any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

<u> N </u> Interior Walls	<u> N </u> Ceilings	<u> N </u> Floors
<u> N </u> Exterior Walls	<u> N </u> Doors	<u> N </u> Windows
<u> N </u> Roof	<u> N </u> Foundation/Slab(s)	<u> N </u> Sidewalks
<u> N </u> Walls/Fences	<u> N </u> Driveways	<u> N </u> Intercom System
<u> N </u> Plumbing/Sewers/Septics	<u> N </u> Electrical Systems	<u> N </u> Lighting Fixtures
<u> N </u> Other Structural Components (Describe): <u>New Construction</u>		

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): New Construction

4. Are you (Seller) aware of any of the following conditions? Write Yes (Y) if you are aware, write No (N) if you are not aware.

<u> N </u> Active Termites (includes wood destroying insects)	<u> N </u> Previous Structural or Roof Repair
<u> N </u> Termite or Wood Rot Damage Needing Repair	<u> N </u> Hazardous or Toxic Waste
<u> N </u> Previous Termite Damage	<u> N </u> Asbestos Components
<u> N </u> Previous Termite Treatment	<u> N </u> Urea-formaldehyde Insulation
<u> N </u> Improper Drainage	<u> N </u> Radon Gas
<u> N </u> Water Damage Not Due to a Flood Event	<u> N </u> Lead Based Paint
<u> N </u> Landfill, Settling, Soil Movement, Fault Lines	<u> N </u> Aluminum Wiring
<u> N </u> Single Blockable Main Drain in Pool/Hot Tub/Spa*	<u> N </u> Previous Fires
	<u> N </u> Unplatted Easements
	<u> N </u> Subsurface Structure or Pits
	<u> N </u> Previous Use of Premises for Manufacture of
	<u> N </u> Methamphetamine

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): New Construction

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

5. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair? ☐ Yes (if you are aware)
☒ No (if you are not aware). If yes, explain (attach additional sheets if necessary). New Construction

6. Are you (Seller) aware of any of the following conditions?* Write Yes (Y) if you are aware, write No (N) if you are not aware.

 Present flood insurance coverage

 N Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir

 N Previous water penetration into a structure on the property due to a natural flood event

Write Yes (Y) if you are aware, and check wholly or partly as applicable, write No (N) if you are not aware.

 N Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)

 N Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))

 Y Located ☐ wholly ☐ partly in a floodway

 N Located ☐ wholly ☐ partly in a flood pool

 N Located ☐ wholly ☐ partly in a reservoir

If the answer to any of the above is yes, explain (attach additional sheets if 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 of 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.

7. 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).

8. 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): _____

9. Are you (Seller) aware of any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- ☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.
- ☐ Homeowners' Association or maintenance fees or assessments.
- ☐ Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.
- ☐ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☐ Any lawsuits directly or indirectly affecting the Property.
- ☐ Any condition on the Property which materially affects the physical health or safety of an individual.
- ☐ 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.
- ☐ Any portion of the property that is located in a groundwater conservation district or a subsidence district.
- ☐ Any conservation easements located on the Property.
"Conservation easement" means an easement (permanent or for a period of years) on the property that restricts the use of all or a part of the property to protect natural resources, wildlife habitat, open space, or historical sites.
- ☐ The Property is presently covered by insurance.
- ☐ The Property is presently covered by windstorm insurance.
- ☐ Seller has been unable to insure the Property for any reason.
- ☐ A private road on or adjoining the Property for which Seller is financially responsible for maintaining.
- ☐ Any aboveground or underground storage tanks on the Property. (If yes, see 30 Texas Administrative Code Chapter 334 for additional disclosure requirements.)
- ☐ Any aboveground storage tanks on the Property that hold 500 gallons or more and have stored petroleum products or other chemicals.

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): All insurance documents attached

10. 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 maybe required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
11. 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.

Charles S. Burt

Signature of Seller

07/23/2026

Date

Signature of Seller

Date

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Signature of Purchaser

Date

Signature of Purchaser

Date



This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code § 5.008(b) and is to be used in conjunction with a contract for the sale of real property entered into on or after September 1, 2023. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 55-1. This form replaces 55-0.



INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT 7902 Canal Drive, Freeport, TX 77541

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

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
☐ _____
- (2) Type of Distribution System: _____ ☒ Unknown
- (3) Approximate Location of Drain Field or Distribution System: On-site ☐ Unknown

- (4) Installer: _____ ☐ Unknown
- (5) Approximate Age: New 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? New Construction
- (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

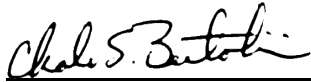
C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (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 ☒ _____
Once the septic is complete, additional information can be requested from the installer.
- (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.**

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) rules in 30 TAC 285.91(3) on 09/05/2025. 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.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
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.



07/23/2026

Signature of Seller

Date

Signature of Seller

Date

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date



**ADDENDUM FOR PROPERTY SUBJECT TO
MANDATORY MEMBERSHIP IN A PROPERTY
OWNERS ASSOCIATION
(NOT FOR USE WITH CONDOMINIUMS)
ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**

7902 Canal Drive, Freeport, TX 77541

(Street Address and City)

(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 the Subdivision Information at Buyer's expense. Buyer is deemed to receive the Subdivision Information on the date of actual receipt or date specified in this paragraph, whichever is earlier. 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.
- ☐ 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: Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$_____ and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraphs A and D. If this paragraph conflicts with any allocation of charges in the Subdivision Information, this paragraph will control.

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.

Buyer

Seller

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-11. This form replaces TREC No. 36-10.



**ADDENDUM FOR
PROPERTY LOCATED SEAWARD OF THE
GULF INTRACOASTAL WATERWAY
(SECTION 61.025, TEXAS NATURAL RESOURCES CODE)**

TO CONTRACT CONCERNING THE PROPERTY AT

7902 Canal Drive, Freeport, TX 77541

(Address of Property)

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING
COASTAL REAL PROPERTY NEAR A BEACH**

WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

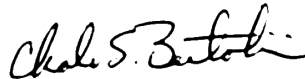
The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.

The purchaser is hereby notified that the purchaser should: (1) determine the rate of shoreline erosion in the vicinity of the real property; and (2) seek the advice of an attorney or other qualified person before executing this contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.

Buyer



Seller

Buyer

Seller

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**ADDENDUM FOR
COASTAL AREA PROPERTY**
(SECTION 33.135, TEXAS NATURAL RESOURCES CODE)

TO CONTRACT CONCERNING THE PROPERTY AT

7902 Canal Drive, Freeport, TX 77541

(Address of Property)

NOTICE REGARDING COASTAL AREA PROPERTY

1. The real property described in and subject to this contract adjoins and shares a common boundary with the tidally influenced submerged lands of the state. The boundary is subject to change and can be determined accurately only by a survey on the ground made by a licensed state land surveyor in accordance with the original grant from the sovereign. The owner of the property described in this contract may gain or lose portions of the tract because of changes in the boundary.
2. The seller, transferor, or grantor has no knowledge of any prior fill as it relates to the property described in and subject to this contract except: _____

_____.
3. State law prohibits the use, encumbrance, construction, or placing of any structure in, on, or over state-owned submerged lands below the applicable tide line, without proper permission.
4. The purchaser or grantee is hereby advised to seek the advice of an attorney or other qualified person as to the legal nature and effect of the facts set forth in this notice on the property described in and subject to this contract. Information regarding the location of the applicable tide line as to the property described in and subject to this contract may be obtained from the surveying division of the General Land Office in Austin.

Buyer



Seller

Buyer

Seller

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ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

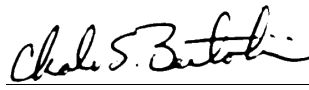
7902 Canal Drive, Freeport, TX 77541

(Address of Property)

- ☐ A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- ☐ B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- ☐ C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within _____ days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Buyer



Seller

Buyer

Seller



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