



910 Milam Street
Columbus, TX 78934
979 732 9300
www.ccgcd.net

NOTICE TO PURCHASER

The Colorado County Groundwater Conservation District (CCGCD) is a political subdivision of the State of Texas. The purpose of the CCGCD is to preserve, conserve and protect the groundwater of Colorado County. The District's authority is defined in Chapter 36 of the Texas Water Code.

All water wells located in Colorado County are under the jurisdiction of CCGCD and subject to registration. **If an active or abandoned water well is located on your property, call the District to confirm your well is registered. If your well is not registered, you are required to submit a Water Well Registration form for each well located on the property. If your well was previously registered, you must submit a Transfer of Ownership form.** There is no need to register a well that has been permanently plugged.

Depending on the type of well, it is possible that the well will require a permit. District staff will inform you at the time of registration whether the well will require a permit. Forms and further information regarding this process can be found on the District website at www.ccgcd.net.

The real property described below, which you are about to purchase, falls within CCGCD's boundaries. The District has taxing authority separate from any other taxing authority. The adopted tax rate for Tax Year 2025 is \$0.0068 per each \$100.00 dollars assessed valuation.

The physical address and legal description of the property which you are purchasing is as follows:

1219 Hattermann Ln, Weimar, TX 78962

The undersigned purchaser hereby acknowledges receipt of the foregoing notice prior to closing of the purchase of the real property described in such notice.

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____



APPROVED BY THE TEXAS REAL ESTATE COMMISSION
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
AS REQUIRED BY FEDERAL LAW**

05-04-2026



CONCERNING THE PROPERTY AT

1219 Hattermann Ln

Weimar

(Street Address and City)

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

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

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

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

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

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

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

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

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

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

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

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

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

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

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

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

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

Buyer _____ Date _____

Edward C. Nentwich 7/14/26
Seller Date

Edward C. Nentwich

Buyer _____ Date _____

Seller Date

Buyer's Broker _____ Date _____

Dustin Helmcamp 7/14/26
Seller's Broker Date

Dustin Helmcamp



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 license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)



INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

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CONCERNING THE PROPERTY AT

1219 Hattermann Ln
Weimar, TX 78962

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area is designated on flood insurance rate maps with a zone beginning in a "V" or "A". Both V-Zone and A-Zone areas indicate a high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
 - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters:
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

E. ELEVATION CERTIFICATE:

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:

 7/14/20

Signature Date
Seller: Edward C. Nentwich

Signature Date
Buyer:



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

**SELLER'S DISCLOSURE NOTICE**

CONCERNING THE PROPERTY AT 1219 Hattermann Ln Weimar
 (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? 13 years

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

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

Roof Type: Composition Shingles Age: 10 years (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):

All systems need attention.

TREC No. 55-1

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>Y</u> Interior Walls	<u>N</u> Ceilings	<u>N</u> Floors
<u>Y</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>Y</u> Plumbing/Sewers/Septics	<u>N</u> Electrical Systems	<u>N</u> Lighting Fixtures
Other Structural Components (Describe): _____		

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): Slight water damage to bottom of interior walls. Cracks in exterior from prior to slab/foundation leveling, roots in sewer/seep lines

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>Y</u> Previous Structural or Roof Repair
<u>Y</u> Termite or Wood Rot Damage Needing Repair	<u>N</u> Hazardous or Toxic Waste
<u>Y</u> Previous Termite Damage	<u>N</u> Asbestos Components
<u>Y</u> Previous Termite Treatment	<u>N</u> Urea-formaldehyde Insulation
<u>N</u> Improper Drainage	<u>N</u> Radon Gas
<u>Y</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 Methamphetamine

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): Termite damage (not structurally significant), water damage to bottom of interior walls, roof replaced.

*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). _____

see previous notes

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.

N 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.

Y 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))

N 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): _____

partially in 100 year floodplaine

*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.

- N 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.
- N Homeowners' Association or maintenance fees or assessments.
- N Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.
- N Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- N Any lawsuits directly or indirectly affecting the Property.
- N Any condition on the Property which materially affects the physical health or safety of an individual.
- N 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.
- Y Any portion of the property that is located in a groundwater conservation district or a subsidence district.
- N 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.
- Y The Property is presently covered by insurance.
- N The Property is presently covered by windstorm insurance.
- N Seller has been unable to insure the Property for any reason.
- N A private road on or adjoining the Property for which Seller is financially responsible for maintaining.
- N Any aboveground or underground storage tanks on the Property. (If yes, see 30 Texas Administrative Code Chapter 334 for additional disclosure requirements.)
- N 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): CCGCD, Home and
liability

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.

Edward C. Nentwich 7/14/26
Signature of Seller Date
Edward C. Nentwich

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

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CONCERNING THE PROPERTY AT 1219 Hattermann Ln
Weimar, TX 78962

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

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
☐ _____
- (2) Type of Distribution System: Seep line ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: _____ ☐ Unknown
to the south side of the house.
There is a separate septic system for shop
bathroom.
- (4) Installer: _____ ☒ Unknown
- (5) Approximate Age: 56 years ☐ 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? 2008
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☒ Yes ☐ No
If yes, explain: Roots in system.

- (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.

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.

Edward C. Nentwich 7/14/26
Signature of Seller Date
Edward C. Nentwich

Signature of Seller Date

Receipt acknowledged by:

Signature of Buyer Date

Signature of Buyer Date

**ENVIRONMENTAL ASSESSMENT, THREATENED OR
ENDANGERED SPECIES, AND WETLANDS ADDENDUM****TO CONTRACT CONCERNING THE PROPERTY AT**1219 Hattermann Ln, Weimar, TX 78962

(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 10 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
Edward C. Nentwich

Buyer_____
Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 28-2. This form replaces TREC No. 28-1.

TREC No. 28-2



PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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NOTICE: This form does not satisfy the requirements of §5.008 of the Texas Property Code and must not be used in place of that notice when it is required. It may be used as a written memorandum of the seller's knowledge of the disclosure information required by Paragraph 7 in contracts for the sale of unimproved property, newly constructed property that has not been previously occupied, and farm and ranch land without residential improvements.

CONCERNING THE PROPERTY AT 1219 Hattermann Ln, Weimar, TX 78962

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

Are you (Seller) aware of:

Aware **Not Aware**

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property? ☐ ☒
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property? ☐ ☒
- (3) any environmental hazards that materially and adversely affect the Property? ☐ ☒
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property? ☐ ☒
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property? ☐ ☒
- (6) any threatened or endangered species or their habitat affecting the Property? ☐ ☒
- (7) that the Property is located ☐ wholly ☒ partly in a floodplain? ☒ ☐
- (8) that a tree or trees located on the Property has oak wilt? ☐ ☒

If you are aware of any of the items above, explain (attach additional sheets if necessary):

Part of the property is in the 100 year
FEMA Floodplains.

Edward C. Nentwich 7/14/21
Signature of Seller Date

Printed Name: Edward C. Nentwich

Signature of Seller Date

Printed Name: _____

NOTICE TO BUYER: The broker representing Seller and the broker representing you advise you that this statement was completed by Seller as of the date signed. The brokers have relied on this statement 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.**

**SELLER'S DISCLOSURE ABOUT GROUNDWATER
AND SURFACE WATER RIGHTS**

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS ON 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 OR SELLER'S AGENTS.

CONCERNING THE PROPERTY AT: 1219 Hattermann Ln, Weimar, TX 78962

(Street Address and City)

1. Definitions. For the purposes of this form the following definitions, with notes, apply.

- A. **"Groundwater"** means water percolating below the surface of the earth. Groundwater is usually found in subsurface reservoirs or aquifers and is accessed by Water Wells.
[Note: Unless severed from the surface estate, Groundwater is owned by the surface landowner who may be able to access the Groundwater by drilling a Water Well in compliance with the law and rules of the applicable Groundwater District, if any.]
- B. **"Groundwater District"** means a local or regional Groundwater Conservation District, Underground Water Conservation District, Subsidence District, or other special district or authority that regulates the drilling or operation of Water Wells.
[Note: Not all land in Texas is subject to a Groundwater District.]
- C. **"Surface Water"** means water in lakes, rivers, creeks, streams, and in the bays, estuaries, and arms of the Gulf of Mexico.
- D. **"Surface Water Rights"** means a permit, certified filing, or certificate of adjudication administered by the Texas Commission on Environmental Quality (TCEQ) that authorizes the diversion, impoundment, or use of Surface Water.
[Note: Not all diversions, impoundments, or uses of Surface Water require a Surface Water Right.]
- E. **"Water Well"** means an artificial excavation that is drilled or dug for the purpose of exploring for or producing Groundwater.
[Note: The drilling and operation of a Water Well may be regulated, restricted, or prohibited in a Groundwater District. Subdividing a property may impact rights related to drilling or operating a Water Well. A Water Well may be owned and operated by individuals, groups, cooperatives, associations, or other entities.]

2. Information Related to Groundwater and Water Wells. [Attach additional sheets as necessary.]

- A. Is any portion of the Property located in a Groundwater District? ☒ Yes ☐ No ☐ Unknown
If yes, identify the district and its website: Colorado County Groundwater Conservation District-
<https://ccgcd.net/>
- B. Is Seller aware of one or more Water Wells on the Property? ☒ Yes ☐ No
If yes:
(1) The total number of Water Wells known to Seller is 2
(2) The number of Water Wells known to Seller that are currently in use is 2
(3) The number of Water Wells known to Seller that are not currently in use and have been capped, covered, plugged, or abandoned is 0
(4) Identify any registrations or permits (by number) from a Groundwater District for the Water Wells on the Property: _____
- C. If the answer to 2B is yes, complete the following to the extent known.
☒ (1) All Water Wells on the Property are owned or operated solely by Seller for the sole benefit of the Property.
☐ (2) The following Water Wells: (i) are owned or operated by the person identified; (ii) benefit the identified beneficiary; and (iii) are governed by the identified agreements or understandings (attach additional sheets for each Water Well):
Water Well: _____
Owners/Operators: _____
Beneficiary: _____
Agreement or Understanding: _____

Initialed for identification by Buyer _____ and Seller ELN

TREC No. 61-0

1219 Hattermann Ln, Weimar, TX 78962

(Address of Property)

D. Is Seller aware whether the Property receives water from a Water Well located on another property (not including water from a city, municipal utility district or other special district, water supply corporation, or private water company)? ☐ Yes ☒ No If yes, describe the Water Well and identify any agreements or understandings governing access to the water: _____

E. Is Seller aware whether a Water Well on the property relies in whole or in part on Groundwater rights owned or leased from land outside the boundaries of the Property? ☐ Yes ☒ No If yes, describe the Groundwater rights owned or leased: _____

F. Is Seller aware whether any of the Groundwater rights to the Property have been severed, sold, or leased in whole or in part with or without the right to drill or operate a Water Well on the Property? ☐ Yes ☒ No If yes, describe the Groundwater rights severed, sold, or leased: _____

3. Information Related to Surface Water. [Attach additional sheets as necessary.]

A. Does Seller own any Surface Water Right associated with the Property ☐ Yes ☒ No

If yes:

(1) Identify the applicable Surface Water Right by its permit, filing, or certification of adjudication number: _____

(2) If more than one person owns an interest in any Surface Water Right identified in 3A(1), identify each person and their respective ownership interest: _____

B. Is there a pond, lake, or water tank on the Property, whether currently with or without water?

☒ Yes ☐ No

Notices to Buyer and Seller:

- (1) Statutes, rules, regulations, and court rulings concerning Groundwater, Water Wells, Groundwater rights, surface water, and Surface Water Rights (collectively, **Water Rights**) are multifaceted and may be complex.
- (2) The Seller may not have complete knowledge or understanding of the Water Rights related to or affecting the Property.
- (3) Water Rights that relate to the Property may be held by others. To determine the extent and application of Water Rights related to Property, consult an attorney who can examine the title to the Property and issues regarding Water Rights.
- (4) Rules and regulations of Groundwater Districts regarding Water Wells differ from district to district and should be reviewed if the Property has an existing or potential future Water Well. Some Groundwater Districts have ad valorem taxing authority and others do not. Consult the local Appraisal District for applicable taxes and tax rates.
- (5) If the parties need or intend to reserve, specifically except, or separately convey Water Rights related to the Property, each party should consult an attorney before signing a binding contract to purchase or sell the Property.

Edward C. Nentwich 7/14/26
 Seller Date
Edward C. Nentwich

 Seller Date

 Buyer Date

 Buyer Date



The form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. Texas Real Estate Commission, P.O. Box 12188 Austin TX 78711-2188, (512)936-3000 (<http://www.trec.texas.gov>) TREC No. 61-0.

TREC No. 61-0

Muras Land Surveying, Inc.
3802 KRISCHKE ROAD
SCHULENBURG, TEXAS 78956-5631
PH. (361) 865-2227

STATE OF TEXAS ()

COUNTY OF COLORADO ()

Edward Nentwich and Gayla Lyons
72.963 Acre Tract of Land

All that certain tract or parcel of land situated in Colorado County, Texas, a part of the Robert Cunningham League, A-16 and a part of the Daniel Gilliland League, A-26, same being that 25 acre tract of land described in a deed from August Emmel and wife, Helen Emmel to Arnold Brownschiedel and wife, Eleanora Brownschiedel, dated April 27, 1957 and recorded in Volume 200, Page 595 of the Deed Records of Colorado County, Texas, same being that 50 acre tract of land described in a deed from August Emmel and wife, Helen Emmel to Arnold Brownschiedel and wife, Eleanora Brownschiedel, dated July 14, 1962 and recorded in Volume 228, Page 229 of the Deed Records of Colorado County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron rod set for the Northwest corner, same being the Northwest corner of the said Arnold Brownschiedel, et ux. 75 acre tract of land, same being the Southwest corner of a 153.1 acre tract of land described in a deed to Barbara Braden in Volume 9, Page 443, same lying in the East margin of Hattermann Lane;

THENCE, along the North boundary of the said Arnold Brownschiedel, et ux. 75 acre tract of land and the South boundary of the said Barbara Braden 153.1 acre tract of land, N 88°30'00" E 2721.24 feet to an iron rod found for the Northeast corner of the said Arnold Brownschiedel, et ux. 75 acre tract, same being the Northwest corner of a 30.48 acre tract of land described in Volume 508, Page 225;

THENCE, along the East boundary of the said Arnold Brownschiedel, et ux. 75 acre tract of land, the West boundary of said 30.48 acre tract and the West boundary of a 30.48 acre tract described in Volume 508, Page 230, S 04°21'49" E 1132.48 feet to an iron rod found for the Southeast corner of the said Arnold Brownschiedel, et ux. 75 acre tract, same lying in the North boundary of a 139.6 acre tract of land described in a deed to Selma Hoegemeyer in Volume 136, Page 231;

THENCE, along the South boundary of the said Arnold Brownschiedel, et ux. 75 acre tract of land and the North boundary of the said Selma Hoegemeyer 139.6 acre tract, S 88°46'48" W 2910.78 feet to an iron rod set for the Southwest corner of the said Arnold Brownschiedel, et ux. 75 acre tract, same lying in the East margin of Hattermann Lane;

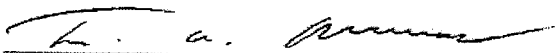
THENCE, along the West boundary of the said Arnold Brownschiedel, et ux. 75 acre tract of land and the East margin of Hattermann Lane, N 02°58'28" W 160.16 feet to an iron rod set and N 06°39'08" E 966.49 feet to the place of beginning, containing 72.963 acres of land, of which approximately 0.18 acre lies across the North fence.

Page 2

Edward Nentwich and Gayla Lyons
72.963 Acre Tract of Land

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED
AND TO THE TITLE COMPANY:

The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, and that said property has access to and from a dedicated roadway.



Tim W. Muras, R.P.L.S.
Registered Professional Land Surveyor No. 4401
Schulenburg, Texas
May 11, 2006

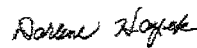
SEAL:



STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me, and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

MAY 24 2006




DARLENE HAYEK
COUNTY CLERK, COLORADO COUNTY, TEXAS

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