

APPROVED BY THE TEXAS REAL ESTATE COMMISSION

12-05-11



**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW**



CONCERNING THE PROPERTY AT 326 W. Sixth Yorktown  
(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 _____	DocuSigned by:  Seller 9A3B9F3CA23B47C...	9/23/2024	Date _____
Buyer _____	Date _____	 Listing Broker	9/23/2024	Date _____
Other Broker _____	Date _____			Date _____



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



PECAN VALLEY GROUNDWATER CONSERVATION DISTRICT  
1009 N. Esplanade, Cuero, Texas 77954  
(361) 275-8188  
E-Mail: [director@pvgcd.org](mailto:director@pvgcd.org) Website: [www.pvgcd.org](http://www.pvgcd.org)

**NOTICE TO PURCHASER**

TO PURCHASER SHOWN BELOW:

The Pecan Valley Groundwater Conservation District (PVGCD) is not a water provider or utility. The service it provides, is the registration or permitting of groundwater wells, and regulations related to those wells. House Bill 1221 relates to disclosures in connection with real property subject to groundwater regulation.

The real property, described below, that you are about to purchase, is located in the **Pecan Valley Groundwater Conservation District (PVGCD), DeWitt County, Texas**. The District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds. The adopted tax rate for **Tax Year 2023 is \$0.00221 per \$100.00** assessed valuation.

The legal description of the property which you are acquiring is as follows (or alternatively, the latitude and longitude of the well/wells location/s):

*306 Cr. Sixth Aptown, TX 78164*

The purpose of the PVGCD is to conserve, preserve, protect, and recharge the groundwater resources and prevention of waste of groundwater resources, over which it has jurisdictional authority, for the benefit of the District constituents in DeWitt County. **If an active or abandoned water well of any type is located on your property, you are required by PVGCD to register the well and/or transfer well ownership.** Before any new water well may be drilled or completed, it must be registered with the PVGCD and receive specific authorization to commence drilling. There is no need to register a well that has been permanently plugged. Depending on the type and or use of the well, it is possible that the well will additionally require an operating permit. Forms, Rules and further information regarding this process can be found on the District's website at [www.pvgcd.org](http://www.pvgcd.org). For small tract purchases, please note the District's Rule 7 - Spacing Requirements.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice prior to closing of the purchase of the real property described in such notice and **agrees to file a copy a copy with the PVGCD.**

**ACKNOWLEDGEMENT**

\_\_\_\_\_  
Purchaser Signature and Printed Name

DocuSigned by:  
*Truitt Wieland* Truitt Wieland  
\_\_\_\_\_  
Seller Signature and Printed Name

Date of Purchase \_\_\_\_\_

**Please mail or email a signed copy to Pecan Valley GCD**



ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS



ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

326 W. Sixth Yorktown

(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 \_\_\_\_\_

Seller \_\_\_\_\_

DocuSigned by:  
*[Signature]*  
9A3B9F3CA23B47C...

Buyer \_\_\_\_\_

Seller \_\_\_\_\_



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# Information About Brokerage Services

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



### TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

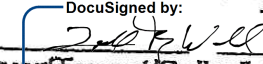
**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

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

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

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

<u>Weischwill Real Estate</u> Licensed Broker / Broker Firm Name or Primary Assumed Business Name	<u>9008387</u> License No.	<u>weschwill@sbcglobal.net</u> Email	<u>361-491-5070</u> Phone
<u>Weischwill Real Estate LLC</u> Designated Broker of Firm	<u>9008387</u> License No.	<u>weschwill@sbcglobal.net</u> Email	<u>361-491-5070</u> Phone
<u>Mark K. Weischwill</u> Licensed Supervisor of Sales Agent/ Associate	<u>213597</u> License No.	<u>weschwill@sbcglobal.net</u> Email	<u>361-564-8591</u> Phone
<u>Jennifer D. Webb</u> Sales Agent/Associate's Name	<u>648592</u> License No.	<u>consideritsold@yahoo.com</u> Email	<u>361-676-9322</u> Phone

DocuSigned by:  
  
 Buyer/Tenant/Seller/Landlord Initials \_\_\_\_\_ Date 9/23/2024

## Duplicate Receipt

**Property Account Number:  
49350-00030-00040**



**Ashley D Mraz**  
DE WITT COUNTY TAX ASSESSOR/COLLECTOR  
102 N Clinton St STE 130  
Cuero, TX 77954  
(361) 275-0879

**Statement Date:** 9/10/24  
**Owner:** HOUSLEY SHERRY A  
**Mailing Address:** P O BOX 220  
PORT OCONNOR TX 77982-0220

**Property Location:** 0000326 W SIXTH  
**Acres:** 0.6808  
**Legal:** PT.4 30 YORKTOWN  
126.2X235  
0.0000

**Exemptions:** DISABLED VETERAN 70% TO 100%  
**Receipt #:** 782137

**Deposit #:** 202312049730-2023/justin.ruiz@

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2023	DEWITT COUNTY	\$45,960.00	0.297000	12/4/23	\$136.50	(\$1.37)
2023	CITY OF YORKTOWN	\$45,960.00	0.541290	12/4/23	\$248.78	\$0.00
2023	YORKTOWN ISD	\$45,960.00	0.692400	12/4/23	\$318.23	\$0.00
2023	COUNTY ROAD	\$45,960.00	0.069010	12/4/23	\$31.72	(\$0.32)
2023	PECAN VALLEY	\$45,960.00	0.002210	12/4/23	\$1.02	\$0.00

<b>BASE TAX</b>	<b>\$736.25</b>
<b>PENALTY &amp; INTEREST</b>	<b>(\$1.69)</b>
<b>TOTAL PAID</b>	<b>\$734.56</b>

**Remitted By:** HOUSLEY SHERRY A  
P O BOX 220  
PORT OCONNOR TX 77982-0220

**Payment Type:** CHECK  
**Check #:** 5290

**Remaining Amount Due As of 9/10/24**  
**0.00**

DS

Receipt 9/10/24

HOUSLEY SHERRY A  
P O BOX 220  
PORT OCONNOR TX 77982-0220

Property Detail

ACCOUNT

Parcel ID 21211  
Legal Description PT.4 30 YORKTOWN  
Additional Legal Information 126.2X235  
Additional Legal Information 2  
Additional Legal Information 3  
Geographic ID 49350-00030-00040-000000  
Description REAL  
Agent  
Category Code A1 - REAL RES SINGLE FAMI  
Total Acres 0.6808

OWNER

Owner ID R98056  
Name 1884 INVESTMENTS LLC  
Care of  
Mailing Address 2339 ESTATE GATE DR SAN ANTONIO TX 78260  
% Ownership 1.000000  
Exemptions

Show Map



DS  
*Handwritten signature*



**LOCATION**

Location 326 W SIXTH YORKTOWN TX 78164  
Map ID

**VALUES**

Values shown are 2024 Certified Values



Improvement Hs	0
Improvement Nhs	59,350
New Improvement Hs	0
New Improvement Nhs	0
Land Hs	0
Land Nhs	4,620
Market Value	63,970
Land Market Value	0
Ag/Timber Value	0
Market Taxable	63,970
Homestead Cap Loss	0
Circuit Breaker Loss	0
Appraised Value	63,970

**IMPROVEMENT BUILDING**



Sequence	Type	Class	Year Built	Sqft	Total Value
1	RESFRM	2-	1950	1152	55760
2	PCH FRM	2-	1950	120	1610
3	STG	2	1950	408	1000
4	CPT	1	1950	400	980

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**LAND**



Sequence	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Va
1			0.6808	29657.00	126.20	235.00	4620

**TAXING JURISDICTIONS**



Entity	Description	Tax Rate	Market Value	Taxable Value
01	DEWITT COUNTY	0.2970000	63,970	51,970
01R	DEWITT COUNTY	0.0000000	63,970	51,970
10	YORKTOWN CITY	0.5412900	63,970	51,970
32	YORKTOWN I.S.D.	0.6924000	63,970	51,970
63	DEWITT CO ROAD #3	0.0690100	63,970	51,970
69	PECAN VALLEY WATER DIS	0.0022100	63,970	51,970

**ROLL VALUE HISTORY**



Year	Improvements	Land Market	Ag/Timber Taxable	Productivity Value	Market Taxable	Hs Cap Loss	Appraised
2024	59,350	4,620	0	0	63,970	0	63,970
2023	53,340	4,620	0	0	57,960	0	57,960
2022	46,180	4,620	0	0	50,800	0	50,800
2021	46,180	4,620	0	0	50,800	0	50,800
2020	38,720	4,620	0	0	43,340	0	43,340

**DEED HISTORY**



Deed Date	Deed Type	Description	Grantor	Grantee	Volume	Page	Number
05-17-2024	GWD	GENERAL WARRANTY DD	HOUSLEY SHERRY A	1884 INVESTMENT S LLC	...	...	148289
11-05-2009	D	DEED	NARANJO JERRY	HOUSLEY SHERRY A	297	812	...
11-01-1998		...	...	NARANJO JERRY	0	0	...

... DS



**DISCLAIMER** : Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

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2024 Visitors: 96049

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