

**EXHIBIT  
A**

**REAL ESTATE CONTRACT**

Bennett Complex—902 Luther Place

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between **SPJST LODGE 187** (referred to in this Contract as “Seller”, whether one or more) and the **CITY OF ROUND ROCK, TEXAS** (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

**ARTICLE I  
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Lot 3, LUTHER PETERSON SUBDIVISION, a Subdivision in Williamson County, Texas, according to the Map or Plat recorded in Cabinet M, Slide 75, Plat Records of Williamson County, Texas;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements and fixtures situated on and attached to the Property not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II  
PURCHASE PRICE**

**Purchase Price**

2.01. The Purchase Price for the Property shall be the sum of ONE MILLION FOUR HUNDRED THOUSAND and 00/100 Dollars (\$1,400,000.00).

**Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

### **ARTICLE III PURCHASER'S OBLIGATIONS**

#### **Conditions to Purchaser's Obligations**

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### **Miscellaneous Conditions**

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to the Property, or any part thereof; and

### **ARTICLE V CLOSING**

#### **Closing Date**

5.01. The Closing shall be held at the office of Rise Title Company on or before August 31, 2025, or at such time, date, and place as Seller and Purchaser may agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

#### **Seller's Obligations at Closing**

5.02. At the Closing Seller shall:

(1) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser or the designated Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record" if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then-current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees and realtor/broker commissions paid by each respectively as incurred.

### **ARTICLE VI BREACH BY SELLER**

6.01. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VII BREACH BY PURCHASER**

7.01. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

### Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

### Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

### Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after August 1, 2025, to enter and possess the Property prior to Closing for the limited purpose of completing any and all necessary inspections, testing, surveying, and other data collection necessary for any planned improvements or public works project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the purchase transaction Closing in a timely manner.

**SELLER:**

SPJST LODGE 187

By:  Signed by:  
78172430C29B454...

Address: 902 Luther Place  
Round Rock, Texas 78665

Name: Linda Johnson

Title Lodge President

Date: 7/23/2025 | 1:57 PM CDT

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
Craig Morgan, Mayor

Address: 221 E. Main Street  
Round Rock, Texas 78664

Date: \_\_\_\_\_

# EXHIBIT "A"

## DEED

Bennett Complex

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **SPJST LODGE 187**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **CITY OF ROUND ROCK, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Lot 3, LUTHER PETERSON SUBDIVISION, a Subdivision in Williamson County, Texas, according to the Map or Plat recorded in Cabinet M, Slide 75, Plat Records of Williamson County, Texas.

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.



**TO HAVE AND TO HOLD** the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

*[signature page follows]*

**GRANTOR:**

**SPJST LODGE 187**

By: 

Signed by:

Linda Johnson

7/23/2025 | 1:57 PM CDT

78172430C29B454...

Name: Linda Johnson

Title: Lodge President

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**  
Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE’S MAILING ADDRESS:**  
City of Round Rock  
Attn: City Clerk  
221 Main Street  
Round Rock, Texas 78664

**AFTER RECORDING RETURN TO:**



## COMMERCIAL PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2022

CONCERNING THE PROPERTY AT: **920 Luther Peterson, Round Rock, TX 78664**

THIS IS A DISCLOSURE OF THE SELLER'S OR LANDLORD'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 OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, LANDLORD, LANDLORD'S AGENTS OR ANY OTHER AGENT. THE TERM "LANDLORD" INCLUDES SUBLESSORS.

### PART I - Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following environmental conditions on or affecting the Property:		
(a) radon gas? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) asbestos components:		
(i) friable components? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(ii) non-friable components? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) urea-formaldehyde insulation? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) endangered species or their habitat? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) wetlands? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) underground storage tanks? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) leaks in any storage tanks (underground or above-ground)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) lead-based paint? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) hazardous materials or toxic waste? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j) open or closed landfills on or under the surface of the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals? ..	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) any improper drainage onto or away from the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) any fault line at or near the Property that materially and adversely affects the Property? ..	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) air space restrictions or easements on or affecting the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TXR-1408) 07-08-22 Initialed by Seller or Landlord:  , \_\_\_\_\_ and Buyer or Tenant: \_\_\_\_\_ , \_\_\_\_\_

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Commercial Property Condition Statement concerning 920 Luther Peterson, Round Rock, TX 78664

	<u>Aware</u>	<u>Not Aware</u>
(7) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) pending changes in zoning, restrictions, or in physical use of the Property? . . . . . The current zoning of the Property is: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) lawsuits affecting title to or use or enjoyment of the Property? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) common areas or facilities affiliated with the Property co-owned with others? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) an owners' or tenants' association or maintenance fee or assessment affecting the Property? . . . . . If aware, name of association: _____ Name of manager: _____ Amount of fee or assessment: \$ _____ per _____ Are fees current through the date of this notice? [ <input type="checkbox"/> ] yes [ <input type="checkbox"/> ] no [ <input type="checkbox"/> ] unknown	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) subsurface structures, hydraulic lifts, or pits on the Property? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) intermittent or wet weather springs that affect the Property? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) any material defect in any irrigation system, fences, or signs on the Property? . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(17) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) any of the following rights vested in others:		
(a) outstanding mineral rights? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) timber rights? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) water rights? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) other rights? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(19) any personal property or equipment or similar items subject to financing, liens, or lease(s)? . . . . . If aware, list items: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(TXR-140807-08-22

Initialed by Seller or Landlord:  , \_\_\_\_\_ and Buyer or Tenant: \_\_\_\_\_ , \_\_\_\_\_

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Commercial Property Condition Statement concerning 920 Luther Peterson, Round Rock, TX 78664

**PART 2 - Complete if Property is Improved or Unimproved**

Are you (Seller or Landlord) aware of any of the following conditions*:	<u>Aware</u>	<u>Not Aware</u>
(1) Present flood insurance coverage? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Previous flooding due to a natural flood event? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Previous water penetration into a structure on the Property due to a natural flood event? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a floodway? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a flood pool? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a reservoir? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

*\*If Buyer or Tenant is concerned about these matters, Buyer or Tenant 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.*

*"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.*

- (10) Have you (Seller or Landlord) 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)*
- (11) Have you (Seller or Landlord) 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)*

(TXR-1408) 07-08-22

Initialed by Seller or Landlord:  and Buyer or Tenant: \_\_\_\_\_

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RE/MAX Capital City III, 2007 Sam Bass, Suite 101 Round Rock TX 78681  
Greg Hodge

Phone: 5129470794 Fax: 5123812221  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

SPJST Lodge 187

Commercial Property Condition Statement concerning 920 Luther Peterson, Round Rock, TX 78664

**PART 3 - Complete only if Property is Improved**

A. Are you (Seller or Landlord) aware of any material defects in any of the following on the Property?

	<u>Aware</u>	<u>Not Aware</u>	<u>Not Appl.</u>
(1) <u>Structural Items:</u>			
(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) exterior walls? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) fireplaces and chimneys? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) windows, doors, plate glass, or canopies . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) supply or drain lines? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) faucets, fixtures, or commodes? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) private sewage systems? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) pools or spas and equipment? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) fire sprinkler systems? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) landscape sprinkler system? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) water coolers? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) private water wells? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) pumps or sump pumps? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(k) gas lines? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) fire detection systems?			
(b) porches or decks? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) garage doors and door operators? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) loading doors or docks? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) rails or overhead cranes? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) elevators or escalators? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) parking areas, drives, steps, walkways? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) appliances or built-in kitchen equipment? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.) \_\_\_\_\_

(TXR-1408) 07-08-22

Initialed by Seller or Landlord:  , \_\_\_\_\_ and Buyer or Tenant: \_\_\_\_\_ , \_\_\_\_\_

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Commercial Property Condition Statement concerning 920 Luther Peterson, Round Rock, TX 78664

B. Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) water penetration? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) previous flooding or water drainage? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) soil erosion or water ponding? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous structural repair to the foundation systems on the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) settling or soil movement materially and adversely affecting the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) pest infestation from rodents, insects, or other organisms on the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) termite or wood rot damage on the Property needing repair? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) mold to the extent that it materially and adversely affects the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) mold remediation certificate issued for the Property in the previous 5 years? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>if aware, attach a copy of the mold remediation certificate.</i>		
(8) previous termite treatment on the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) previous fires that materially affected the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) any part, system, or component in or on the Property not in compliance with the Americans with Disabilities Act or the Texas Architectural Barrier Statute? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of any conditions described under Paragraph B, explain. *(Attach additional information, if needed.)* \_\_\_\_\_

The undersigned acknowledges receipt of the foregoing statement.

**Seller or Landlord:** \_\_\_\_\_

**Buyer or Tenant:** \_\_\_\_\_

By: \_\_\_\_\_  
 By (signature): [Signature]  
 Printed Name: LINDA JOHNSON  
 Title: PRESIDENT

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**NOTICE TO BUYER OR TENANT:** The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, 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.**

(TXR-1408) 07-08-22

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## NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT

The real property that you are about to purchase is located in the Upper Brushy Creek Water Control and Improvement District and may be subject to district taxes or assessments.

The district may, subject to voter approval, impose taxes and issue bonds. The district may impose an unlimited rate of tax in payment of such bonds. The current rate of the district property tax is \$0.0170 on each \$100 of assessed valuation.

The total amounts of bonds payable wholly or partly from property taxes excluding refunding bonds that are separately approved by the voters, approved by the voters are \$85,000,000 for regional flood risk mitigation facilities. The aggregate initial principal amounts of all such bonds issued are \$51,965,000 for regional flood risk mitigation facilities.

The District is located wholly or partly within the corporate and/or extraterritorial boundaries of the Cities of Austin, Cedar Park, Georgetown, Hutto, Leander, Pflugerville, and Round Rock. These municipalities' corporate boundaries may overlap the district, but they may not provide duplicate services or improvements. Property located in the corporate boundaries of municipalities and the district is subject to taxation by both the municipality and the district.

The purpose of the district is to provide regional flood risk mitigation across the Upper Brushy Creek watershed. The cost of district facilities is not included in the purchase price of your property.

**PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.**

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property or at closing of purchase of the real property.

11-23-25  
Date

  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

### ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

### AFTER RECORDING RETURN TO:

Purchaser  
Address