

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS REZONING 406 W. MAIN ST., JOHNSON CITY, TX 78636 FROM "PUBLIC FACILITIES DISTRICT" TO "COMMERCIAL DISTRICT" FOR THE OPERATION OF A COMMERCIAL OFFICE; DECLARING A PUBLIC PURPOSE; AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS ORDINANCE; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, Mr. / Mrs. Don Barrett, the purchasers of 406 W. Main St., Johnson City, TX 78636, have petitioned the City Council of the City of Johnson City to rezone said property from "Public Facilities District" to "Commercial District" for the operation of a commercial office; and

WHEREAS, notice of requisite Public Hearings was mailed U.S. Postal Service, first class, to property owners within two hundred feet (200') of the subject parcel on April 8, 2022; and

WHEREAS, the Planning and Zoning Commission held a Public Hearing on the matter on April 26, 2022; and

WHEREAS, the City Council published notice of the requisite Public Hearing in the Johnson City Record Courier on April 13, 2022 and held a Public Hearing on the matter on May 3, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS THAT:

SECTION ONE. Rezoning and Approval. 406 W. Main St., Johnson City, TX 78636, an approximate 0.380 acre tract of land, is rezoned from "Public Facilities District" to "Commercial District" for the operation of a commercial office.

SECTION TWO. Authorization. The Chief Administrative Officer is authorized to take all necessary steps to implement the provisions of this Ordinance.

SECTION THREE. Declaration of Compliance and Incorporation of Recitals. The City Council declares that the Public Hearing held prior to the approval of the rezoning request was properly noticed in the manner prescribed by law, and the Ordinance was adopted at an open meeting in compliance with Tex. Gov. Code Ann Chapter 551. Additionally, the City Council finds that the recitals contained in the preamble to the Ordinance are true and correct and incorporates them as findings of fact.

SECTION FOUR. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FIVE. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void; and that in lieu of each clause or provision of this Ordinance that is invalid, illegal, or unenforceable there be added as a part of the Ordinance a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

SECTION SIX. Effective Date. This Ordinance shall become effective immediately upon the approval of the City Council.

PASSED, ORDERED, AND APPROVED this 3rd day of May 2022.

By: _____
Hon. Rhonda Stell
MAYOR

ATTEST:

Whitney Walston
CITY SECRETARY



P.O. Box 369 (Mail)
301 E. Pecan Dr. (Physical)
Johnson City, TX 78636
830.868.7111 (Phone)
830.858.7718 (Fax)

Application Date: 3/24/22

ZONING AMENDMENT APPLICATION CHAPTER 14

NAME OF APPLICANT: Don & Sarah Barrett

MAILING ADDRESS: PO Box 40, Johnson City, TX 78636

PHONE NUMBER: (817) 437-8138

STATUS OF APPLICANT:

OWNER: ☒

AGENT: _____ (IF AGENT, ATTACH LETTER OF AUTHORIZATION.)

PROPERTY DESCRIPTION

PHYSICAL ADDRESS: 406 W main St., Johnson City, TX 78636

LEGAL DESCRIPTION: Johnson City, BLK 83 (SE Area), Acres. 39 (City Police)

CURRENT ZONING: Public Facilities District PROPOSED ZONING: Commercial District

DEED RESTRICTIONS PROHIBITING PROPOSED ZONING: gift + deed in part of land + small building that must be a "museum"

EXISTING USE: police department

PROPOSED USE: Barrett Builders office

LAND AREA: 39 acres

DOES OWNER OWN ADJACENT PROPERTIES? YES _____

NO ☒

PURPOSE OF REQUEST: to change zoning

I hereby certify that I have read and examined this application and know the information I have provided to be true and correct. All provision of laws and ordinances governing this application will be complied with, whether specified herein or not. The granting of this zoning amendment or change does not presume to give authority to violate or cancel the provisions of any other local law regulating the use of the property.

[Signature]
Applicant's Signature

3/24/22
Date

Office Use Only:

CF #2022-083



COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS, INC. IS NOT AUTHORIZED.
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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Johnson City

Address: 303 E Pecan Johnson City Tx 78636

Phone: 830 868 7111 ext 8

E-mail: rschroder@johnsoncitytx.org

Fax: _____

Other: _____

Buyer: Donald Barrett

Sarah Barrett

Fax: _____

Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Blanco County, Texas
at 408 W Main St Johnson City, TX 78636 (address)
and that is legally described on the attached Exhibit A or as follows:

- B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
 - (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
 - (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
 - (4) Seller's interest in all licenses and permits related to the Property;
 - (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
 - (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
 - (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: all office equipment and furniture in use by city Police.
- Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

- A. Cash portion payable by Buyer at closing. \$ 188700
- B. Sum of all financing described in Paragraph 4 \$ 0
- C. Sales price (sum of 3A and 3B). \$ 188700

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and Buyer

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4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- ☐ A. **Third Party Financing:** One or more third party loans in the total amount of \$_____ This contract:
- ☒ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$_____.
- ☐ C. **Seller Financing:** The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$_____.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$2500 bid deposit as earnest money with Guardian Title Co Inc (title company) at 205 N Nugent Ave, Johnson City, Tx 78636 (address) _____ (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$_____ with the title company to be made part of the earnest money on or before:
- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) _____
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title Insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller

authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 20 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☒ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- ☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- ☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the

objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

- B. Feasibility Period: Buyer may terminate this contract for any reason within _____ days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ _____ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _____ days by depositing additional earnest money in the amount of \$ _____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) Buyer must:
- (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) **Delivery of Property Information:** Within 3 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- ☐ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☒ (g) copies of all current warranties and guarantees relating to all or part of the Property;
- ☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- ☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
- ☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- ☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- ☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- ☒ (p) deed restrictions on small Sunday house located on property

(2) **Return of Property Information:** If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may

not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
- (1) any failure by Seller to comply with Seller's obligations under the leases;
 - (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
 - (3) any non-occupancy of the leased premises by a tenant;
 - (4) any advance sums paid by a tenant under any lease;
 - (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
 - (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.
- B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Amberson Realty

Cooperating Broker: n/a

Agent: Anita Reeves

Agent: _____

Address: 103 Lemonwood

Address: _____

Castle Hills Tx 78213

Phone & Fax: _____

E-mail: _____

License No.: 255216

License No.: _____

Principal Broker: (Check only one box)

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- ☒ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

- ☐ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☒ 5.5 % of the sales price.

Cooperating Broker a total cash fee of:

☐ _____ % of the sales price.

The cash fees will be paid in Blanco County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☐ _____ days after the expiration of the feasibility period.

☒ _____ (specific date).

☒ upon confirmation of approval for zoning change to allow office of Barrett Builders to operate on premises, but within 45 days of acceptance.

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
- (3) an assignment of all leases to or on the Property;
- (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) service, utility, maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
- (5) a rent roll current on the day of the closing certified by Seller as true and correct;
- (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and

- (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

this contract is subject to approval of intended use at sole discretion of the City of Johnson City zoning department

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

(TXR-1801) 09-01-21 Initialed for Identification by Seller  and Buyer 

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)

☒ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or

- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to:
(a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

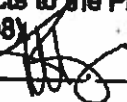

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

- ☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408)

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- ☐ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any material physical defects in the improvements on the Property; or
 - (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- ☒ (1) Property Description Exhibit Identified in Paragraph 2;
☐ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
☒ (3) Commercial Contract Financing Addendum (TXR-1931);
☒ (4) Commercial Property Condition Statement (TXR-1408);
☒ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
☒ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (8) Addendum for Coastal Area Property (TXR-1915);
☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);

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- ☒ (10) Information About Brokerage Services (TXR-2501);
☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
☐ (12) Notice of Obligation to Pay Improvement District Assessment (TXR-XXXX, PID);
☐ (13)

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. 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 described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TXR-1915) may be used).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

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and Buyer

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- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1900) may be used*).
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

- L. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

28. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on March 16, 2022, the offer will lapse and become null and void.

Commercial Contract - Improved Property concerning 406 W Main St. Johnson City, TX 78636

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: City of Johnson City

Buyer: Donald Barrett and Sarah Barrett

By: _____

By (signature): _____

Printed Name: Rick A Schroeder

Title: Chief Administrative Officer

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: Sarah Barrett

Title: _____

By: _____

By (signature): _____

Printed Name: Donald Barrett

Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay not applicable
(Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ % of the sales price, or
☐ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: Amberson Realty Cooperating Broker: n/a

By: Anita Reeves By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of notices, and other information:

- ☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:
☒ A. the contract on this day March 22, 2022 (effective date);

☒ B. earnest money in the amount of \$ 2500.00 in the form of CC # 48752 on 03/22/22

Title company: Guardian Address: _____

GUARDIAN TITLE COMPANY, INC.

By: _____ 508 8th Street Phone & Fax: _____

Assigned file number (GF#): 2022-083 E-mail: _____

PHONE: 830.833.5007 FAX: 830.833.4383

Info@gttitleco.com

Guardian Title Company, Inc.
Receipt for Earnest Money and Contract

GF#: 2022-083

Date: 03-22-2022

SELLER: City of Johnson City

BUYER: Donald Barrett

ESCROW AGENT: Guardian Title Co., Inc.
508 8th Street
Blanco, Texas 78606

EFFECTIVE DATE OF CONTRACT: 03-22-2022

Earnest Money Deposit Amount: \$ 2500.00 in the form of: Cashier check # 048750
Receipt by Escrow Agent is hereby acknowledged of the above referenced items.
Said receipt is accepted by Escrow Agent expressly subject to the following conditions:

1. Escrow Agent has no liability for the performance or non-performance of any party to the contract.
2. Escrow Agent has no liability for any interest earned or not earned on any funds held by Escrow Agent, including the Earnest Money or any future deposits held by Escrow Agent for the benefit of any party to the contemplated transaction, unless otherwise agreed to and documented in writing by Escrow Agent.
3. Escrow Agent has no liability for any loss resulting by the failure of any governmentally insured financial institution in which the Earnest Money or other funds related to the transaction are deposited.
4. Escrow Agent reserves the right to require agreed written instructions from all parties, including Seller, Buyer, and their respective brokers/agents and attorneys, as well as any other parties who Escrow Agent determines to have a possible interest in the funds deposited in trust with Escrow Agent. If the parties cannot agree as to the proper disbursement of the funds held in escrow, Escrow Agent shall have the right to interplead such funds to the registry of a court of proper jurisdiction and be entitled to reimbursement for Escrow Agent's reasonable costs incurred to do so.
5. Escrow Agent reserves the right to withhold necessary amounts from funds deposited with Escrow Agent and to pay said sums to Escrow Agent as reimbursement for expenses incurred by Escrow Agent on behalf of any of the parties to facilitate the transaction. Examples include expenses that are incurred to third-party vendors such as delivery services (i.e.: Surveys, inspections, tax certificates or HOA resale certificate providers). Escrow Agent WILL NOT withhold funds for any payment of services rendered by Escrow Agent.

Guardian Title Co., Inc.

By: 

P.O. Box 698, Blanco, Texas 78606
(830)833-5007 Fax: (830)833-4383



CASHIERS CHECK

048752

March 04, 2022

Pay to the
Order of SPR AUCTIONS

\$2,500.00

***** Two Thousand Five Hundred and 00/100

REMITTER: DON BARRETT

Brenda Haynes
AUTHORIZED SIGNATURE

ENDORSE HERE: *SPR Auction*
Payable to Guardian Title

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
* RESERVED FOR FINANCIAL INSTITUTION USE *

The security features listed below, as well as those not listed, exceed industry guidelines.	
Security Features:	Results of document alteration
Product Icon	• Alerts holder the document contains security features.
Chemical Protection	• Blanks or spots appear with chemical alteration.
Chemical Erasure Protection	• Colored marks appear when chemically altered or erased.
Security Screen	• Absence of "Original Document" watermark on back of check.
Microprint	• Small type in check reader and back signature strip, readable with a magnifying lens, appears as dots if copied or scanned.
Artificial Watermark	• Artificial watermark not visible on back of check when held at 45° angle.
Fluorescent Filters	• Visible under ultraviolet light. Cannot be photographed or scanned.
Colorine Photograph	• The face of the document contains a colored check background.
Color Reactive	• The back of check will not change color when rubbed with a coin.

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TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT EXHIBIT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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EXHIBIT A
TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED CONCERNING THE PROPERTY AT
406 W Main St, Johnson City, TX 78636

Block 83 (S E area) .39 acres Johnson City (City Police)

Seller: City of Johnson City

By: _____

By (signature): _____

Printed Name: Rick A. Schwader

Title: Chief Administrative Officer

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Buyer: Donald & Sarah Barrett

By: _____

By (signature): _____

Printed Name: Donald Barrett

Title: _____

By: _____

By (signature): _____

Printed Name: Sarah Barrett

Title: _____



11-2-2015

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:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - 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>Amberson Realty</u> Licensed Broker /Broker Firm Name or Primary Assumed Business Name	<u>255216</u> License No.	
<u>Tomas Molina</u> Designated Broker of Firm	<u>255216</u> License No.	
<u>Licensed Supervisor of Sales Agent/ Associate</u>	<u>License No.</u>	
<u>Anita Reeves</u> Sales Agent/Associate's Name	<u>424693</u> License No.	
		Email
		Phone
<u>Buyer/Tenant/Seller/Landlord Initials</u> 		<u>03/10/2022</u> Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0

**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 406 W Main St, Johnson City, Tx 78636

(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.

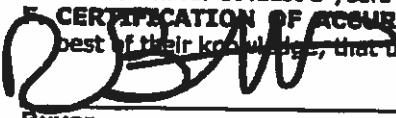

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):


☐ 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.

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 _____ 03/10/2022
Date

Buyer _____ 03/10/2022
Date


Seller _____ 3/11/22
Date

Seller _____
Date

Other Broker _____ Date _____ Listing Broker _____ 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>)



TEXAS ASSOCIATION OF REALTORS'
COMMERCIAL PROPERTY CONDITION STATEMENT
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED
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CONCERNING THE PROPERTY AT: 406 W Main St. Johnson City, TX 78636

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.

PART 1 – 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 part of the Property lying in a special flood hazard area (A or V Zone)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) any improper drainage onto or away from the Property?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) any fault line at or near the Property that materially and adversely affects the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) air space restrictions or easements on or affecting the Property?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TAR-1408) 4-1-18 Initialed by Seller or Landlord: EAS _____ and Buyer or Tenant _____

Commercial Property Condition Statement concerning 406 W Main St. Johnson City, TX 78636

	<u>Aware</u>	<u>Not Aware</u>
(8) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) pending changes in zoning, restrictions, or in physical use of the Property? The current zoning of the Property is: <u>Public Facilities District</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) 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"/>
(11) lawsuits affecting title to or use or enjoyment of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) 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"/>
(13) common areas or facilities affiliated with the Property co-owned with others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) an owners' or tenants' association or maintenance fee or assessment affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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		
(15) subsurface structures, hydraulic lifts, or pits on the Property?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) intermittent or weather springs that affect the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(17) any material defect in any irrigation system, fences, or signs on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(19) 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 checked="" type="checkbox"/>	<input type="checkbox"/>
(20) any personal property or equipment or similar items subject to financing, liens, or lease(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If aware, list items: _____		

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.)
The adjacent property owner located at 402 W. Main St. has complained of improper drainage originating from the subject tract and traversing the property owner's property. The property is located within the Public Facilities District zoning designation. This tract consists of two deeds: a general warranty deed and a gift deed. The General Warranty Deed includes the Police Department building, adjacent parking, and land described in the field notes for that deed. The Gift Deed includes the building described as a museum and the land upon which it sits as described in field notes. This portion of the property was gifted to the City with a 'reversionary clause'. This clause states that the property "shall revert unconditionally to Grantor, her heirs, successors and assigns" should the real property and improvements (that is, the museum building) no longer be used for a museum. Notice is provided that sale of this portion of the whole property is being conducted subject to this restriction, the reversionary interest.
 (TAR-1406) 4-1-18 Indicated by Seller or Lender: EAJ and Buyer or Tenant: _____ Page 2 of 4

PART 2 – Complete only if Property is Improved

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

	<u>Aware</u>	<u>Not Aware</u>	<u>Not Appl.</u>
(1) Structural Items:			
(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 type="checkbox"/>	<input checked="" 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) Plumbing Systems:			
(a) water heaters or water softeners?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) supply or drain lines?.....	<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(e) pools or spas and equipments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) sprinkler systems (fire, landscape)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) water coolers?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) private water wells?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) pumps or sump pumps?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) HVAC Systems: any cooling, heating, or ventilation systems?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Electrical Systems: 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) Other Systems or Items:			
(a) security or fire detection systems?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) porches or decks?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) gas lines?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) garage doors and door operators?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) loading doors or docks?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) rails or overhead cranes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) elevators or escalators?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) parking areas, drives, steps, walkways?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) appliances or built-in kitchen equipment?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.) Water leak in bathroom in 2020. Sink repaired, drywall replaced, and bathroom sink / cabinet



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL PROPERTY CONDITION STATEMENT
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT: 406 W Main St. Johnson City, TX 78636

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.

PART 1 – Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of:

Aware **Not**
Aware

- | | | |
|--|--------------------------|--------------------------|
| (1) any of the following environmental conditions on or affecting the Property: | | |
| (a) radon gas?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) asbestos components: | | |
| (i) friable components?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) non-friable components?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) urea-formaldehyde insulation?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) endangered species or their habitat?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) wetlands?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (f) underground storage tanks?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (g) leaks in any storage tanks (underground or above-ground)?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (h) lead-based paint?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (i) hazardous materials or toxic waste?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (j) open or closed landfills on or under the surface of the Property?..... | <input type="checkbox"/> | <input 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 type="checkbox"/> |
| (l) any activity relating to drilling or excavation sites for oil, gas, or other minerals?..... | <input type="checkbox"/> | <input 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 type="checkbox"/> |
| (3) any part of the Property lying in a special flood hazard area (A or V Zone)? | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) any improper drainage onto or away from the Property?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) any fault line at or near the Property that materially and adversely affects the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| (6) air space restrictions or easements on or affecting the Property?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (7) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property? | <input type="checkbox"/> | <input type="checkbox"/> |

(TAR-1408) 4-1-18 Initialed by Seller or Landlord: _____ and Buyer or Tenant: _____

[Handwritten Signature]

B. Are you (Seller or Landlord) aware of:

	Aware	Not Aware
(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 type="checkbox"/>
(c) previous flooding or water drainage?.....	<input type="checkbox"/>	<input type="checkbox"/>
(d) soil erosion or water ponding?.....	<input type="checkbox"/>	<input type="checkbox"/>
(2) previous structural repair to the foundation systems on the Property?.....	<input type="checkbox"/>	<input type="checkbox"/>
(3) settling or soil movement materially and adversely affecting the Property?.....	<input type="checkbox"/>	<input type="checkbox"/>
(4) pest infestation from rodents, insects, or other organisms on the Property?.....	<input type="checkbox"/>	<input type="checkbox"/>
(5) termite or wood rot damage on the Property needing repair?	<input type="checkbox"/>	<input type="checkbox"/>
(6) mold to the extent that it materially and adversely affects the Property?.....	<input type="checkbox"/>	<input type="checkbox"/>
(7) mold remediation certificate issued for the Property in the previous 5 years?..... If yes, attach a copy of the mold remediation certificate.	<input type="checkbox"/>	<input type="checkbox"/>
(8) previous termite treatment on the Property?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) previous fires that materially affected the Property?.....	<input type="checkbox"/>	<input 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 type="checkbox"/>
(11) any part, system, or component in or on the Property not in compliance with the the Americans with Disabilities Act or the Texas Architectural Barrier Statute?	<input type="checkbox"/>	<input type="checkbox"/>

If you are aware of any of conditions described under Paragraph B, explain. (Attach additional information, if needed.) It has been reported that the log cabin had previous termite treatment performed.

The undersigned acknowledges receipt of the foregoing statement.

Seller or Landlord: City of Johnson City

Buyer or Tenant: Donald & Sarah Barrett

By: _____

By: _____

By (signature): Rick Schroder

By (signature): _____

Printed Name: Rick A. Schroder

Printed Name: _____

Title: Chief Administrative Officer

Title: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

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.**

	Aware	Not Aware
(8) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)?.....	<input type="checkbox"/>	<input type="checkbox"/>
(9) pending changes in zoning, restrictions, or in physical use of the Property?	<input type="checkbox"/>	<input type="checkbox"/>
The current zoning of the Property is: _____		
(10) 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 type="checkbox"/>
(11) lawsuits affecting title to or use or enjoyment of the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(12) 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 type="checkbox"/>
(13) common areas or facilities affiliated with the Property co-owned with others?	<input type="checkbox"/>	<input type="checkbox"/>
(14) an owners' or tenants' association or maintenance fee or assessment affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>
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		
(15) subsurface structures, hydraulic lifts, or pits on the Property?.....	<input type="checkbox"/>	<input type="checkbox"/>
(16) intermittent or weather springs that affect the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(17) any material defect in any irrigation system, fences, or signs on the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(18) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual?.....	<input type="checkbox"/>	<input type="checkbox"/>
(19) any of the following rights vested in others:		
(a) outstanding mineral rights?	<input type="checkbox"/>	<input type="checkbox"/>
(b) timber rights?	<input type="checkbox"/>	<input type="checkbox"/>
(c) water rights?	<input type="checkbox"/>	<input type="checkbox"/>
(d) other rights?	<input type="checkbox"/>	<input type="checkbox"/>
(20) any personal property or equipment or similar items subject to financing, liens, or lease(s)?	<input type="checkbox"/>	<input type="checkbox"/>
If aware, list items: _____		

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

PART 2 – Complete only if Property is Improved

A. Are you (Seller or Landlord) aware of any material defects in any of 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 type="checkbox"/>	<input type="checkbox"/>
(b) exterior walls?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) fireplaces and chimneys?	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>
(e) windows, doors, plate glass, or canopies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) supply or drain lines?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) faucets, fixtures, or commodes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) private sewage systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) pools or spas and equipments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) sprinkler systems (fire, landscape)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) water coolers?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) private water wells?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) pumps or sump pumps?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems?.....	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) porches or decks?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) gas lines?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) garage doors and door operators?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) loading doors or docks?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) rails or overhead cranes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) elevators or escalators?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) parking areas, drives, steps, walkways?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) appliances or built-in kitchen equipment?.....	<input type="checkbox"/>	<input 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.)

B. Are you (Seller or Landlord) aware of:

(1) any of the following water or drainage conditions materially and adversely affecting the Property:

Aware **Not
Aware**

- | | | |
|---|--------------------------|--------------------------|
| (a) ground water?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) water penetration? | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) previous flooding or water drainage?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) soil erosion or water ponding?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) previous structural repair to the foundation systems on the Property?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) settling or soil movement materially and adversely affecting the Property?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) pest infestation from rodents, insects, or other organisms on the Property?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) termite or wood rot damage on the Property needing repair? | <input type="checkbox"/> | <input type="checkbox"/> |
| (6) mold to the extent that it materially and adversely affects the Property?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (7) mold remediation certificate issued for the Property in the previous 5 years?.....
<i>If yes, attach a copy of the mold remediation certificate.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| (8) previous termite treatment on the Property?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (9) previous fires that materially affected the Property?..... | <input type="checkbox"/> | <input 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 type="checkbox"/> |
| (11) any part, system, or component in or on the Property not in compliance with the
the Americans with Disabilities Act or the Texas Architectural Barrier Statute? | <input type="checkbox"/> | <input type="checkbox"/> |

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

The undersigned acknowledges receipt of the foregoing statement.

Seller or Landlord: City of Johnson City

Buyer or Tenant: Donald & Sarah Barrett

By: _____

By: 

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: Donald Barrett

Title: _____

Title: _____

By: _____

By: _____

By (signature): _____

By (signature): 

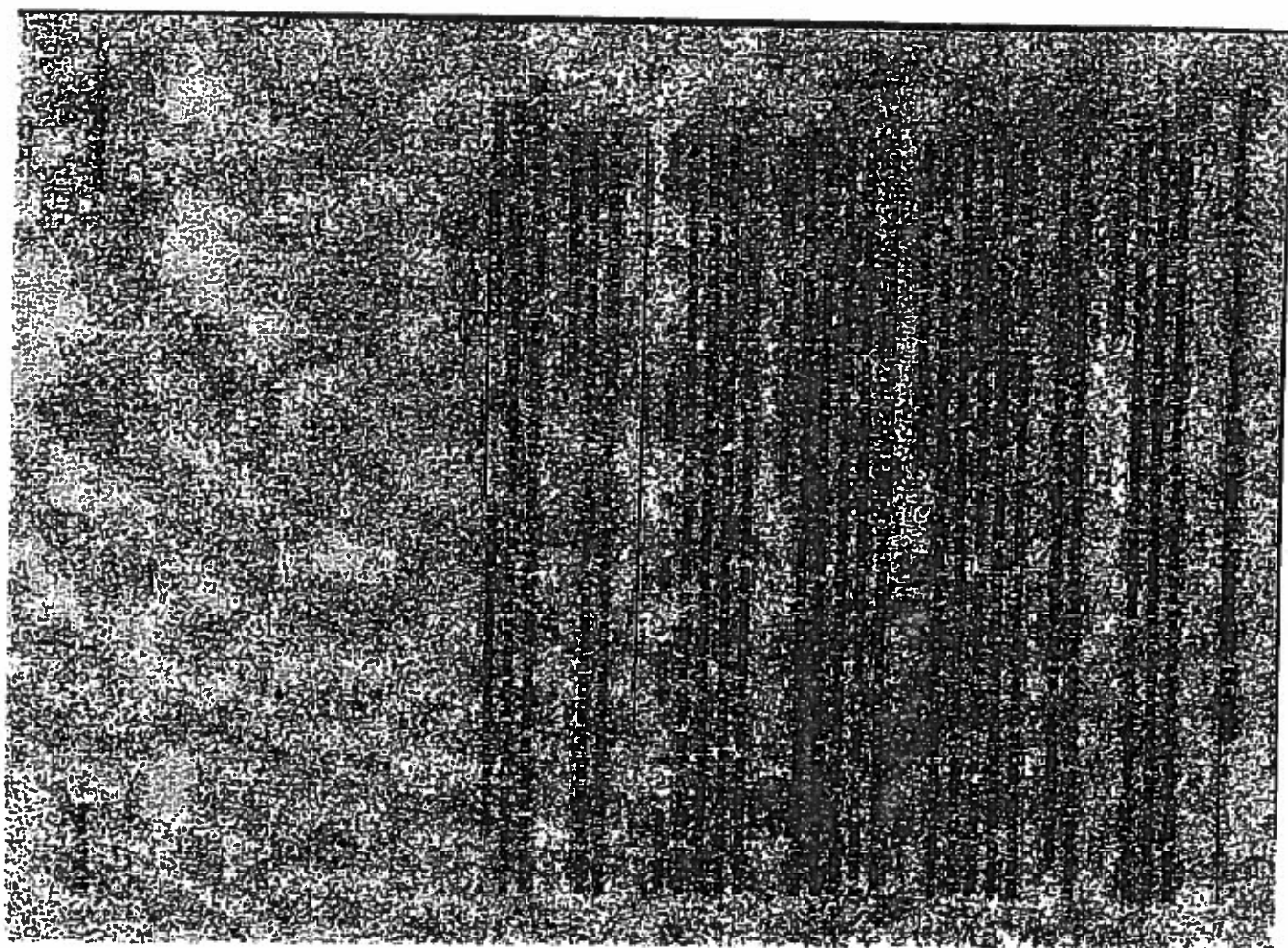
Printed Name: _____

Printed Name: Sarah Barrett

Title: _____

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.**



Sec. 3-5. Commercial District (CD).

- (a) The purpose of the CD district is to focus on the heart of the neighborhood and to encourage a mix of uses that support the surrounding residential neighborhood.
- (b) See schedule of uses in Article VIII of this ordinance for permitted and conditional uses.
- (c) General regulations of the CD zone are contained in the table below:

CD DISTRICT

Minimum lot size (area)	None
Minimum lot width (street frontage)	50 feet
Minimum lot depth	80 feet
Minimum front yard	10 feet
Minimum side yard	10 feet
Minimum side yard, adjacent to street	10 feet
Maximum lot coverage	60 percent (60%)
Maximum structure height	3 stories

- (d) Additional requirements:
 - (1) All uses within this district shall be of a retail, service or office character.
 - (2) All business shall be conducted entirely within a building. Outside storage and/or display of any type shall be prohibited unless in accordance with the outdoor storage section of this ordinance.
 - (3) Outdoor storage of trash receptacles shall be at the side or rear of the site and shall be screened on at least three sides by fence, planting or other suitable visual barrier.
 - (4) All exterior lighting designed for security, illumination, parking lot illumination or advertising and which is placed within this zoning district shall be designed in such a manner as to ensure that is [it] does not extend into adjacent residentially zoned properties.
 - (5) A privacy fence shall be erected between residential and commercial lots.
- (e) Landscaping requirements are contained in the City's landscaping ordinance.
- (f) Parking requirements are contained in the City's parking ordinance.

ARTICLE VIII. SCHEDULE OF USES

Zoning district abbreviations are as follows:

SF	Single-Family Residential
SFR	Single-Family Residential Restricted
MR	Mixed Residential
GHD	Garden Housing District
MHD	Micro Housing District
M	Manufactured Home District
CD	Commercial District
HC	Highway Commercial Corridor District
IP	Industrial Park
DO	Downtown District Overlay
PFD	Public Facilities District

Permitted use abbreviations are as follows:

C:	Conditional Use Permit
P:	Permitted

Schedule follows:

Schedule of Permitted Uses

	SF	SFR	MR	MH	GHD	MHD	CD	HC	IP	PFD	DO
AGRICULTURE											
Community Garden	C		C	C		P					
Farmers Market						C					P
Plant Nursery (Small-Scale, retail)	P						P	P			
RESIDENTIAL											
Accessory Bldg/Structure (Nonresidential)											P
Accessory Bldg/Structure (Residential)	P		P	P	P	P					

Accessory Dwelling	C		C	C	C						
Caretaker's/Guard Residence	P		P	P	P						P
Community or Group Home	C	C	C	C	C	C	C	C			
Duplex/Two-Family			P			C					
Garage Residential Conversion	P		P								
Garden Home/Townhome			P		P						
Home Occupation	P		P	P							
HUD-Code Manufactured Home, Single Wide				P							
HUD-Code Manufactured Home, Double Wide	P			P							
Living Quarters onsite with a Business											P
Multiple Family Dwelling			P								
Residential Loft											P
Single Family Dwelling, Detached	P		P	P	P	P					
Single Family Industrialized Housing				P							
Swimming Pool Private	P		P	P	P						

OFFICE											
Armed Services Recruiting Center							P	P			P
Bank							P	P			P
Check Cashing Service								P			
Credit Agency								P			
Insurance Agency Offices							P	P			P
Offices, General/Professional							P	P			P
Office, Brokerage Services							P	P			P
Offices, Health Services							P	P			P
Offices, Legal Services							P	P			P

Cafeteria							P	P			
Communication Equipment Repair								P	P		
Computer Sales							P	P			
Consignment Shop							P	P			
Convenience Store (With Gas Sales)							P	P			
Convenience Store (Without Gas Sales)							P	P			P
Cooking School							P	P			
Dance/Drama/Music Studio or School							P	P			P
Department Store							P	P			
Drapery, Blind Upholstery Store							P	P			P
Exterminator Services							P	P			
Financial Services							P	P			P
Florist Shop							P	P			P
Food or Grocery Store (general)							P	P			
Food or Grocery Store (Limited)				C		C	P	P			C
Funeral Home or Mortuary							P	P			
Furniture Store (New and/or Used)								P			
Garden Shop (Inside Storage)							P	P			
General or Community Retail Store							P	P			
Gravestone/Tombstone Sales									P		
Hardware Store							P	P			
Home Improvement Center								P	P		
Laundry/Dry Cleaning								P			
Lawnmower Sales & Repair								P			
Live-in Security Quarters											
Locksmith	P		P	P		P	P	P	P		P

Major Appliance Sales							P	P			
Market (public)							P	P			
Mini-Warehouse- Self Storage							P				C
Motorcycle Dealer (Sales, Repair)							P	P			
Motel or Hotel								P			
Needlework Shop							P	P			P
Pet/Shop Supplies							P	P			P
Pharmacy							P	P			P
Photocopying/Duplicating							P	P			P
Photography Studio											
Plant Nursery (Retail Sales, Outdoors)											
Radio or Television Studio							P	P			
Recycling Center									P	P	
Restaurant (No Drive-Through Service)							P	P			P
Restaurant (With Drive-Through)								P			
Security Systems Installation Company							P	P			
Sexually Oriented Business											
Shoe Repair							P	P			
Studio, Tattoo or body piercing							P	P			C
Tailor Shop							P	P			P
Tool & Machinery Rental (Indoor Storage)								P			
Tool & Machinery Rental (Outdoor Storage)								P			
Travel Agency							P	P			P
Temporary Outdoor Sales/Promotion							P	P			P
Upholstery Shop							P	P			

Amusement Services (Outdoor)							C	C			
Billiard/Pool Facility							P				
Bingo Hall							P	P			
Bowling Center							P	P			
Broadcast Station (With Tower)							P	P			
Country Club (Private)									P		
Dance Hall							P	P			
Day Camp for Children	C		C	C		C	P	P			C
Civic/Conference Center							P	P			
Dinner Theater							P	P			P
Driving Range							P	P			
Fairgrounds/Exhibition Area							C	P			
Golf Course (Miniature)							P	P			
Gold Course (Public, Private)							P	P			
Health Club							P	P			
Motion Picture Studio, Commercial							P				
Motion Picture Theater							P	P			
Museum							P	P			
Park and/or Playground	P	P	P	P		P	P	P		P	P
Psychic Reading Services							P	P			
Rodeo Grounds											
Skating Rink							P	P			
Tennis Court	P	P	P	P	P	P	P				
Theater (Stage)							P				P
Video Rentals/Sales							P	P			P

[illegible]

[illegible]

Laboratory Equipment Manufacture									P		
Machine Shop									P		
Maintenance & Repair Services for Bldgs.									P		
Open Storage/Outside Storage									P		
Plumbing Shop							P	P			
Research Lab (nonhazardous)							C	C	P		
Sand/Gravel/Stone Sales or Storage									P		
Sand/Gravel Quarrying									C		
Sign Manufacturing							P	P	P		
Solar Farm									C	P	
Stone/Clay/Glass Manufacturing								P	P		

(Ordinance 19-0401, att. A, secs. F, G, adopted 5/3/19)

Exhibit A. Official Zoning Map of the City of Johnson City, Texas

Reference of a Large-Scale Map is on file with City Records.

Editor's note—The city zoning map is not printed herein, but is on file and available for public inspection at the offices of the city.