

Execution Copy

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("***Contract***") is made by **ROUND ROCK/SH 130, LLC**, a Texas limited liability company (referred to in this Contract as "***Seller***") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "***Purchaser***"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of this Contract, Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, the tract(s) of land described as follows (the "***Property***"):

Approximately 12.314 acres of land as shown in **Exhibit "A"**, attached hereto and being a portion of the property listed as Parcel ID Number R474779 in the Williamson County Central Appraisal District records.

Purchaser will deliver an updated or new survey of said Property (the "***Survey***") to Seller and the Title Company prior to Closing. The Survey shall be certified to Seller, Title Company and Purchaser. Even though the Property has not yet been separately surveyed, the parties agree that (a) they are experienced in transactions of this nature, (b) they are familiar with the location of the Property, (c) the description of the Property, together with the depiction of the Property attached to this Contract as **Exhibit "A"** identifies the Property with reasonable certainty, (d) it is the parties' intention that the description of the Property, together with the depiction of the Property attached to this Agreement, be construed, to the maximum extent allowed by law, as sufficient to identify the Property with reasonable certainty, (e) each party hereby waives any and all claims of an insufficient legal description, including, without limitation, any and all claims under the statute of frauds, and (f) upon the completion of the final Survey of the Property, the parties agree to replace **Exhibit "A"** of this Agreement with the legal description of the Property in such Survey and Seller and Purchaser agree to use the legal description of the Property contained in the Survey as the legal description of the Property for all documents delivered to each other and to the Title Company in connection with Closing.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property shall be FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00) in good U.S. funds (the "***Purchase Price***").

Payment of Purchase Price

2.02. Purchaser shall pay Seller the Purchase Price in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing): NONE.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge: NONE.

Except for the representations and warranties expressly set forth in this Contract and the warranty of title to be set forth and given in the deed, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to: (1) the nature, quality or condition of the property, including, without limitation, the water, soil and geology, (2) the suitability of the property for any and all activities and uses which purchaser may conduct thereon, (3) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (4) the habitability, merchantability or fitness for a particular purpose of the property, (5) the presence of any endangered or threatened species or environmental features on the property, as well as the suitability of the property as habitat for any of those species, (6) the availability of utility service to the property, or (7) any other matter with respect to the Property. Purchaser agrees that the property is to be sold to and accepted by purchaser at closing, as is, where is, and with all faults, if any.

ARTICLE V CLOSING

Closing Date

5.01. The closing of the purchase and sale of the Property ("**Closing**") shall be held at the office of Rise Title Company, 306 N. Lampasas St., Round Rock, TX 78664; Attn: Stacie Barnes; Phone: 512.474.2362; Email: teamstacie@risetitletx.com (the "**Title Company**"), on December 1, 2023, or at such time, date, and place as Seller and Purchaser may agree upon in writing (which date is herein referred to as the "**Closing Date**").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver a duly executed and acknowledged Special Warranty Deed, in the form attached hereto as **Exhibit "B"**, to Purchaser conveying good and indefeasible title to all of the Property, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) All valid easements, restrictions, covenants, and mineral reservations, if any, applicable to the Property as shown on the Closing Date by the records of the Williamson County clerk; and
- (c) All other exceptions contained in the title commitment issued by the Title Company (the "**Title Commitment**").

(2) Request that the Title Company deliver to Purchaser as soon as practicable after Closing a Texas Owner's Title Policy (the "**Owner's Title Policy**"), at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed in the Title Commitment, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall at the choice and sole cost of Purchaser either be amended to read "Shortages in area", or be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable", if true.

- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.02. On or before the Closing Date, Purchaser shall deliver to the Title Company for delivery to Seller, at Purchaser's expense, the following:

- (a) The Purchase Price in immediately available U.S. funds; and
- (b) Such instruments or documents as are necessary, or reasonably required by Seller or the Title Company to evidence the authority of Purchaser to consummate the purchase and sale transaction contemplated hereby and to execute and deliver the closing documents to be delivered by Purchaser.

Prorations

5.04. If applicable, general real estate taxes for the current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, and such proration shall be final according to the provisions of Texas Tax Code, Sec. 26.11. Agricultural roll-back taxes, if any, shall be paid by the Purchaser.

STATUTORY NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES.

If for the current ad valorem tax year the taxable value of the Property that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid for by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the conveyance of the Property for any reason, except Purchaser's default, Purchaser may, as Purchaser's sole and exclusive remedies, either: (a) purchase the Property notwithstanding such default pursuant to the remaining terms and provisions of this Contract, in which event such default shall be deemed waived; (b) terminate this Contract by delivering written notice to Seller and the Title Company, in which event Purchaser shall be entitled to return of the earnest money deposit, if any, and neither Seller nor Purchaser shall have any further obligation hereunder, except for rights and obligations which, by their terms, survive the termination hereof; or (c) file a suit to enforce specific performance. Notwithstanding anything herein to the contrary, Purchaser shall be deemed to have elected to terminate this Contract pursuant to subsection (b) above if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before twenty (20) business days following the Closing Date or, having given such notice, fails to file a lawsuit asserting such claim or cause of action in the county in which the Property is located within sixty (60) days following the Closing Date. Purchaser hereby waives any and all other of its rights or remedies, at law or in equity, for breach of this Contract by Seller, including, but not limited to, a suit for damages. IN NO EVENT SHALL SELLER'S DIRECT OR INDIRECT PARTNERS, SHAREHOLDERS, MEMBERS, MANAGERS, OWNERS OR AFFILIATES, ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF HAVE ANY LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

ARTICLE VII BREACH BY PURCHASER

7.1 In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to terminate this Contract by delivering written notice to Purchaser, in which event (a) the Title Company shall deliver to Seller the earnest money deposit, if any, or (b) if no Escrow Deposit has been made, then Seller shall receive the amount of \$5,000 as liquidated damages for any failure by Purchaser, and Seller agrees to accept and take these cash payments as liquidated damages and as Seller's sole remedy hereunder in such event.

7.2 NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, TO THE EXTENT ALLOWED BY LAW, PURCHASER SHALL INDEMNIFY, DEFEND AND HOLD SELLER AND ITS PARTNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTROLLING PERSONS AND AFFILIATES HARMLESS FROM AND AGAINST ANY LOSSES, COSTS, LIENS, LIABILITIES, CLAIMS, DEMANDS, ACTIONS, DAMAGES OR EXPENSES INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF ANY ENTRY OR ACTIVITIES BY OR ON BEHALF OF PURCHASER ON THE PROPERTY, AND NOTHING IN SECTION 7.1 SHALL LIMIT SELLER'S DAMAGES UNDER THIS SECTION 7.2 OR OTHERWISE LIMIT SELLER'S ABILITY TO ENFORCE PURCHASER'S OBLIGATIONS UNDER THIS SECTION 7.2. The terms of this section shall expressly survive termination or Closing of this Contract.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed delivered when deposited with the U.S. Postal Service when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party. No notice to Seller shall be deemed delivered or received unless a copy of such notice is contemporaneously delivered to Libby Sparks Willis Starnes PLLC, Attn: Jeffrey T. Libby, Esq., 5950 Berkshire Lane, Suite 200, Telephone: (214) 390-3264, Email: jlibby@LibbySparks.com.

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

8.08. Purchaser shall not record any memorandum or document evidencing this Contract or otherwise cloud Seller's title to the Property.

Effective Date

8.09 This Contract shall be effective as of the date the Title Company acknowledges receipt of a copy of this Contract executed by both Purchaser and Seller as set forth on the Title Company's signature page below.

Brokers Fees and Commissions

8.10 Seller agrees to pay Core Location Advisors, LLC (Attn: Jason Claunch) ("**Broker**") a real estate commission in an amount equal to six percent (6%) of the Purchase Price at Closing. Seller and Purchaser each hereby warrant and represent to the other that, other than Broker's claim for its commission which shall be paid by Seller, all claims for brokerage fees, commissions or finders' or other similar fees in connection with the transactions contemplated in this Contract, insofar as such claims shall be based on separate agreements made by either of the parties, shall be paid by the party making such agreements, and SELLER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD PURCHASER HARMLESS FROM ANY LOSS, LIABILITY, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM THE FAILURE OF SELLER TO PAY ANY SUCH COMMISSION IN ACCORDANCE

WITH THE PROVISIONS OF THIS SENTENCE. TO THE EXTENT ALLOWED BY LAW, PURCHASER HEREBY AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY LOSS, LIABILITY, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM THE FAILURE OF PURCHASER TO PAY ANY SUCH COMMISSION IN ACCORDANCE WITH THE PROVISIONS OF THIS SENTENCE. The provisions of this paragraph shall survive Closing.

Statutory Notices

8.11. Seller hereby delivers to Purchaser those notices, statements, and certificates attached hereto as Exhibit "C".

Counterparts

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

Offer and Acceptance

8.13 This Contract constitutes an offer by the first party to execute this Contract to sell or purchase the Property on the terms and conditions and for the Purchase Price stated herein. Unless sooner terminated or withdrawn by notice in writing to the second party, this offer shall automatically lapse and terminate at 5:00 p.m. on November 5, 2023, unless, prior to such time, the second party has returned to the first party a copy of this Contract bearing the signature of the second party.

(Signatures on following pages)

SELLER:

ROUND ROCK/SH 130, LLC,
a Texas limited liability company

DocuSigned by:
By: Mike Heatley
MIKE HEATLEY

Its: Manager

Date: 10/19/2023

Address: 8951 Cypress Waters Blvd. Ste 160

Dallas, TX 75019

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

ACCEPTANCE BY TITLE COMPANY

The undersigned title company, Rise Title Company, referred to in the foregoing Contract as the "Title Company", hereby acknowledges receipt of a fully executed copy (or executed counterparts) of the foregoing Contract referred to therein, and accepts the obligations of the Title Company as set forth therein.

RISE TITLE COMPANY

By: _____

Printed Name: _____

Title: _____

Date: _____

"Effective Date"

EXHIBIT “A”

DEPICTION OF THE PROPERTY

[See Attached]

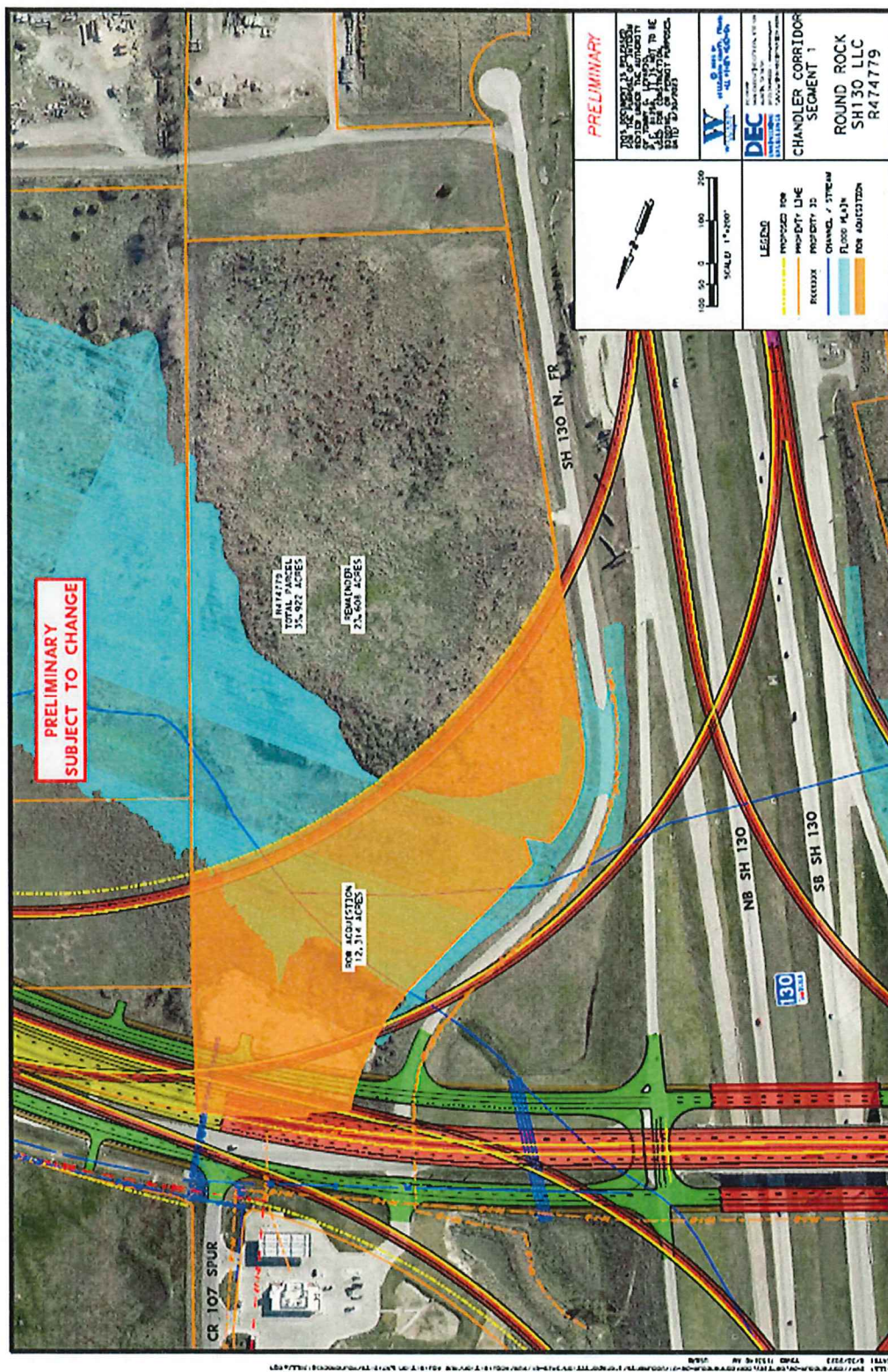


EXHIBIT "B"

FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

_____, a _____ ("**Grantor**"), for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto _____, a _____ ("**Grantee**") the tract or parcel of land in _____ County, Texas, described in Exhibit A, and all improvements located on it, together with all of Grantor's right, title, and interest in and to (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to the real property and any improvements on the real property, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject solely to all valid easements, restrictions, covenants, and mineral reservations, if any, applicable to the Property as shown on the date hereof by the records of the Williamson County clerk (collectively, the "**Permitted Exceptions**").

BY ACCEPTING DELIVERY OF THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, GRANTOR SHALL SELL AND CONVEY TO GRANTEE AND GRANTEE SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN THAT CERTAIN COMMERCIAL CONTRACT - REAL ESTATE BETWEEN GRANTOR AND GRANTEE DATED _____ (AS AMENDED, IF AT ALL, THE "**CONTRACT**"), AND THE INSTRUMENTS TO BE DELIVERED TO GRANTEE AT CLOSING UNDER THE CONTRACT, INCLUDING, WITHOUT LIMITATION, THIS SPECIAL WARRANTY DEED.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

Grantee, by its acceptance of this Special Warranty Deed, assumes payment of all standby charges, ad valorem taxes, and assessments after the recorded date of this Deed, each to the extent attributable to all or part of the Property.

Grantee's address is: _____.

[Remainder of page is intentionally left blank; Signatures on following page]

EXECUTED as of _____, 202__.

_____,
a _____

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 202__, by
_____, _____ of _____, a _____, on behalf of
said _____.

Notary Public, State of _____

Exhibit A Legal Description

EXHIBIT A to Special Warranty Deed

LEGAL DESCRIPTION

EXHIBIT "C"

Notices, Statements, and Certificates

To the extent applicable to the Property (Seller hereby disclaiming any representation or warranty concerning the applicability of any of the following to the Property), the following notices, statements, and certificates are delivered to Purchaser, and Purchaser acknowledges receipt of the notices, statements, and certificates by executing this Contract.

- a. TITLE DISCLOSURE. IN ACCORDANCE WITH THE TERMS OF THE REAL ESTATE LICENSE ACT OF TEXAS, YOU, AS PURCHASER, ARE ADVISED THAT YOU SHOULD HAVE THE ABSTRACT COVERING THE PROPERTY EXAMINED BY AN ATTORNEY OF YOUR CHOICE, OR BE FURNISHED WITH OR OBTAIN A POLICY OF TITLE INSURANCE. PURCHASER ACKNOWLEDGES RECEIPT OF SUCH NOTICE BY ITS EXECUTION OF THIS CONTRACT.
- b. DISCLOSURE OF LOCATION OF UNDERGROUND CONDITIONS: Seller provides the following notice, pursuant to Section 5.013, Texas Property Code: To the best of Seller's belief and knowledge, there are no pipelines used for transporting natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum products or other hazardous substances, located under the surface of the Real Property.
- c. MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is not subject to mandatory membership in a property owners association(s).
- d. STATUTORY TAX DISTRICTS: 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 Purchaser to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this Contract.
- e. TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice or required by the parties must be used.
- f. ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Purchaser under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction 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 extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- g. PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Article I, 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 Article I or at the Closing of purchase of the real property.

- h. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Purchaser as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your Property.
 - i. TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
 - j. TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Purchaser as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
 - k. PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Purchaser written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice or required by the parties must be used.
 - l. 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 Purchaser: "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."
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