



Lakeway  
Elementary  
School

Adjacent  
Development  
Under Construction  
(More Information  
Contained Herein)

- Property:**
- 17.00 Acres
  - City of Lakeway Utilities
  - Currently Zoned for the school district



Information contained herein is believed to be true and correct. However, Broker makes no warranty as to its accuracy, and prospective buyers must rely on their own due diligence.

**For Sale: +/- 17 Acres at 1701 Lohmans Crossing Rd in Lakeway, TX**  
**Sealed Bids Due February 4<sup>th</sup>, 2026, by 11:00 AM**

Sloan Spaeth, TX Broker License #510553  
M: 512-656-4034  
Sloan@Spaeth-cook.com

Asher Cook, TX Sales Agent License #763945  
M: 512-547-0932  
Asher@spaeth-cook.com



# Section 1:

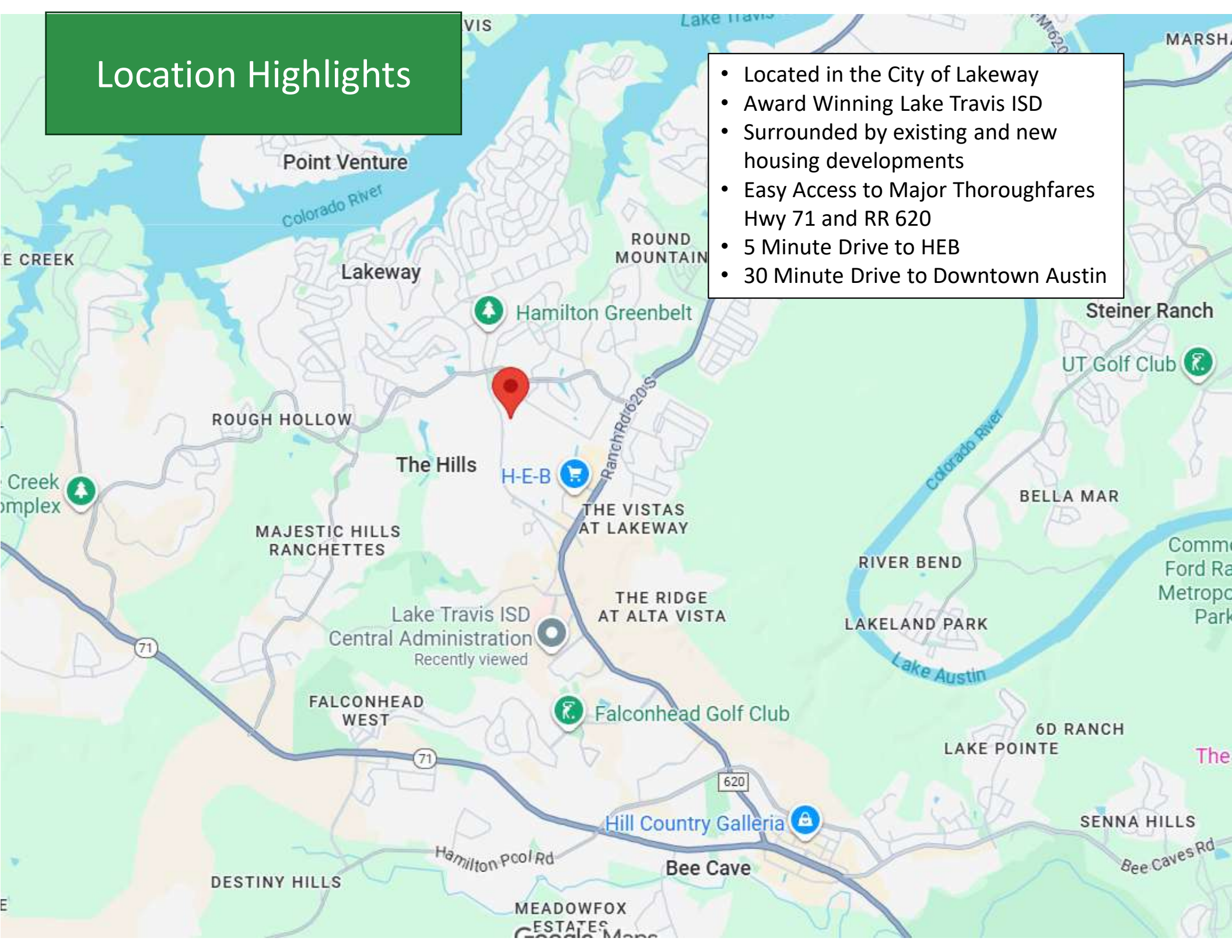
## Property Overview





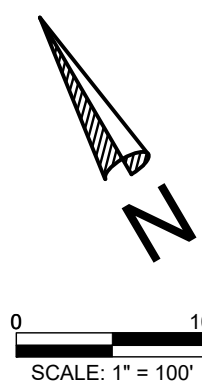
# Location Highlights

- Located in the City of Lakeway
- Award Winning Lake Travis ISD
- Surrounded by existing and new housing developments
- Easy Access to Major Thoroughfares Hwy 71 and RR 620
- 5 Minute Drive to HEB
- 30 Minute Drive to Downtown Austin

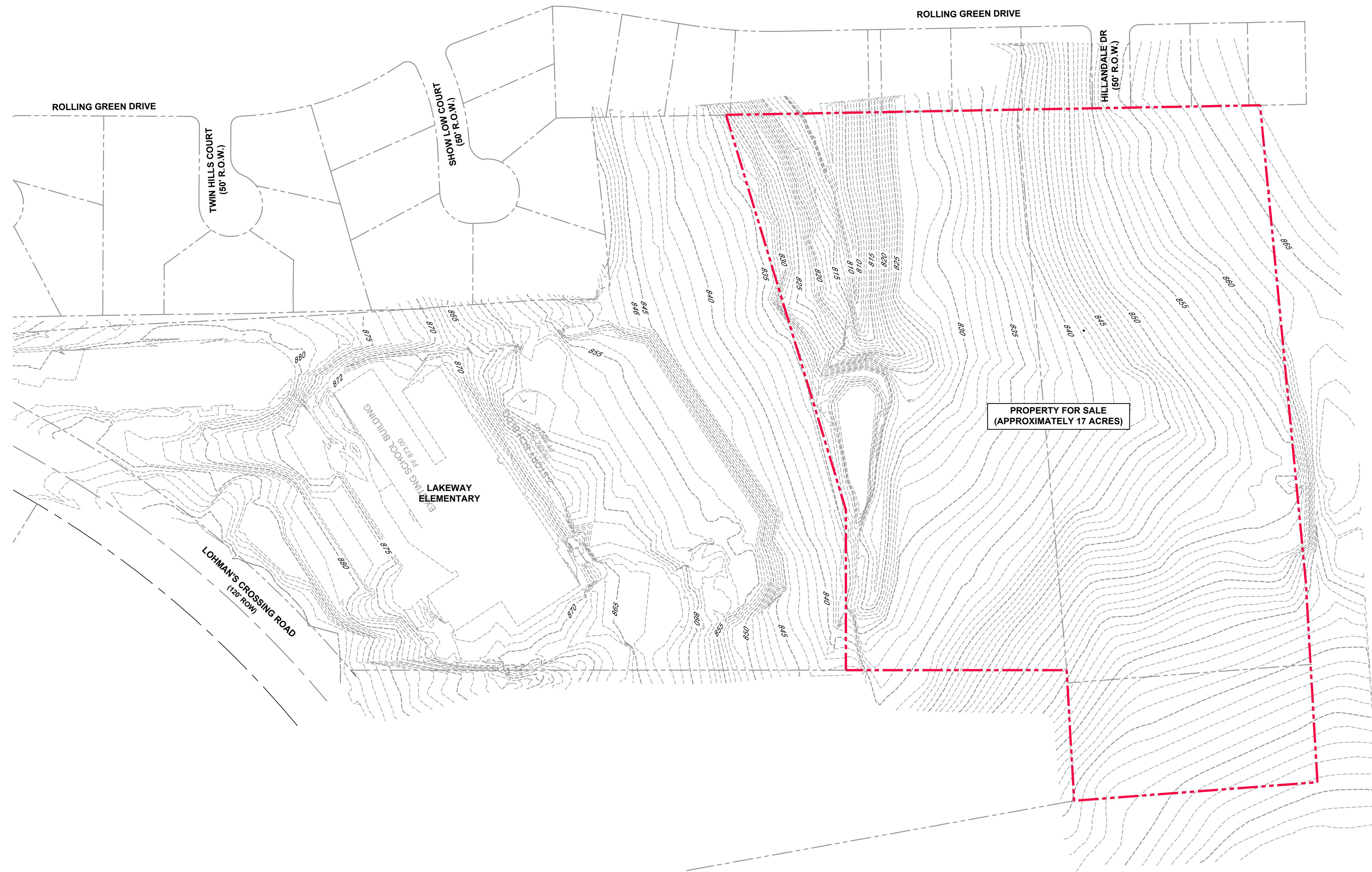




F:\UTSD OVERALL PROJECTS\LAKEWAY ELEMENTARY\DRAWINGS\EXHIBITS\LAKEWAY ELEMENTARY LAND SALE II.DWG, 12/4/2025, ANTHONY VINCENT



**LEGEND**  
--- EXISTING LOT LINES  
- - - FUTURE PROPERTY LINE



**LAKEWAY ELEMENTARY**  
**LAND SALE**

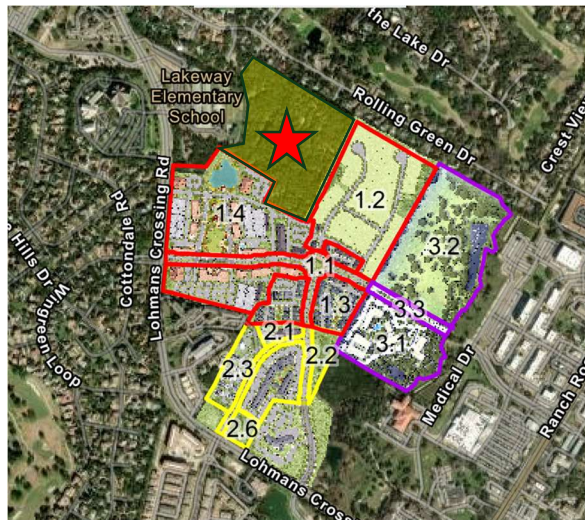
**MALONE★WHEELER**  
SINCE 1995 INC.

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260  
Austin, Texas 78735  
Phone: (512) 899-0601  
Firm Registration No. F-786



# Adjacent Development



1. **The Square at Lohmans:** 350,000 square feet of commercial space, up to 330 residential units and public amenities, such as a splash pad, an amphitheater and pedestrian paths
2. **Tuscan Village Planned Unit Development:** 21 cottages and 210-unit multifamily apartment complex, called The Jovie. 1,100 square-foot residence estimated to cost around \$2,700-\$3,000 per month.
3. **The Oaks Planned Unit Development Phase 2:** 270-unit apartment complex and 23-acre park

# Section 2:

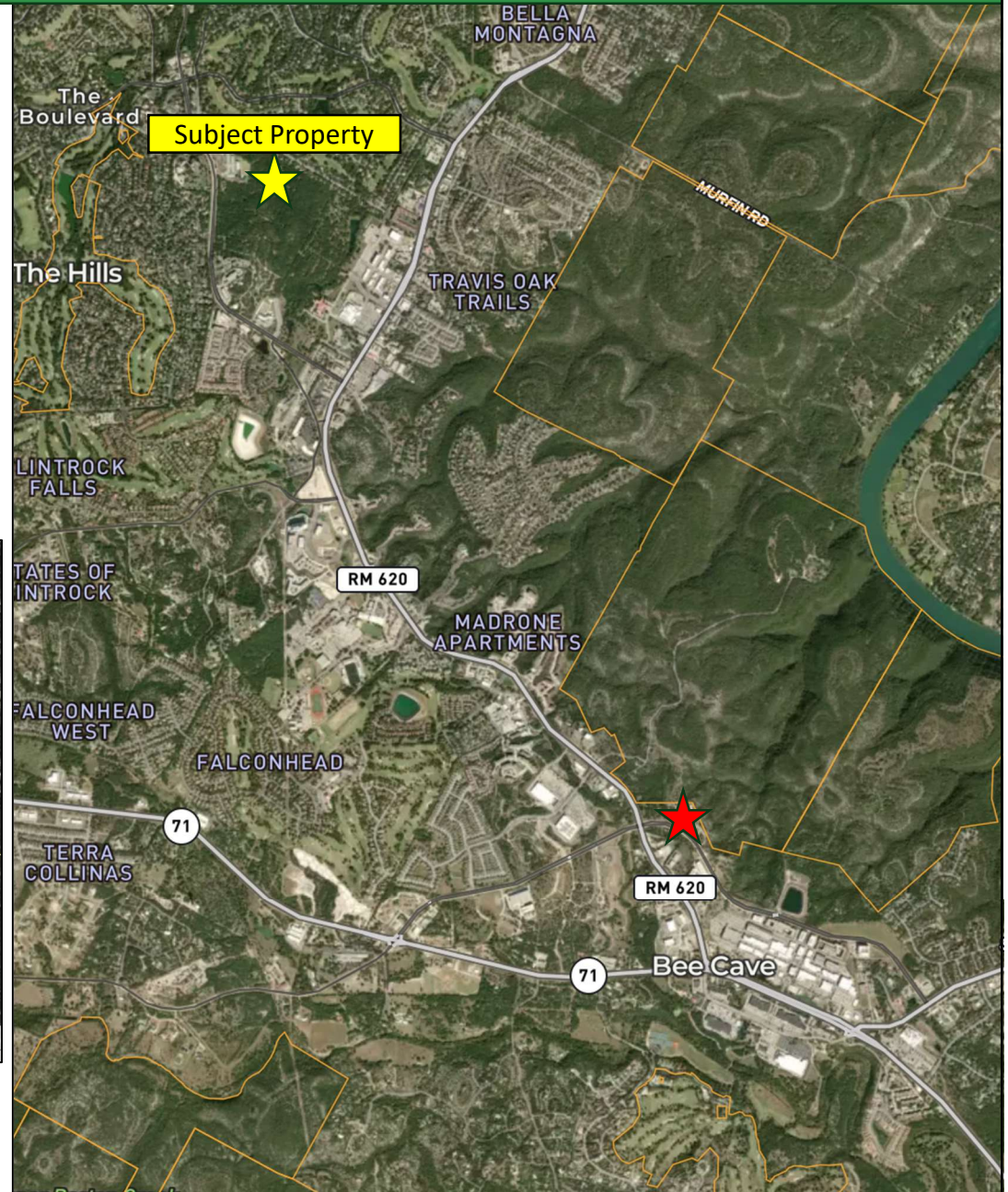
Comparable Sales





# Comparable Sale #1

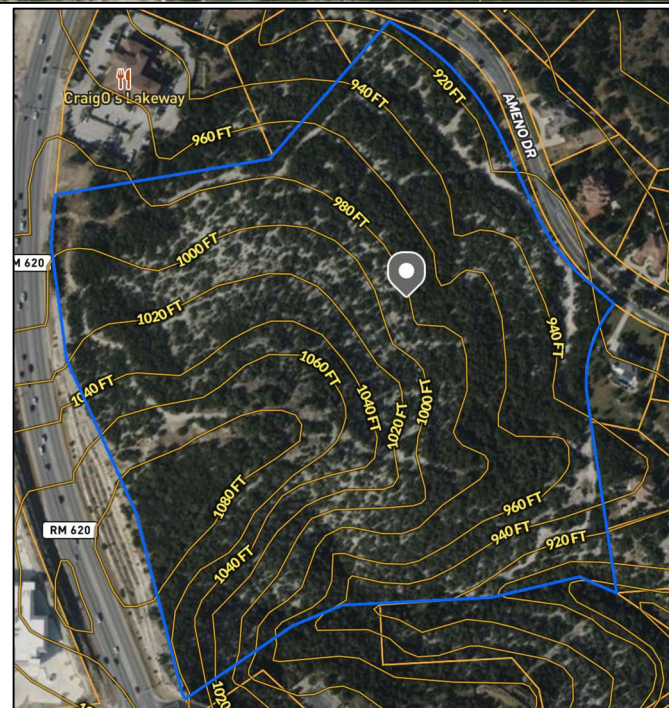
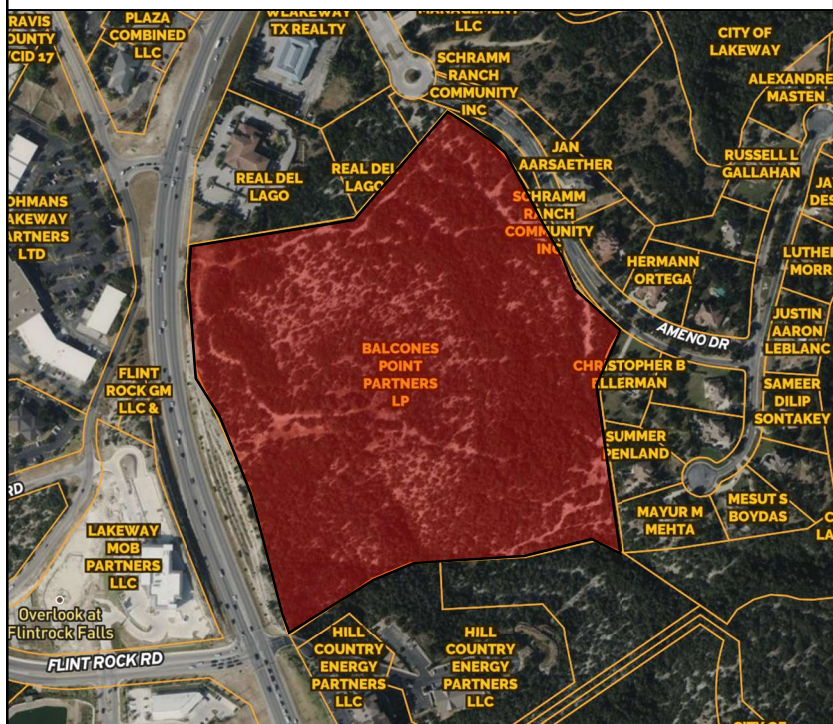
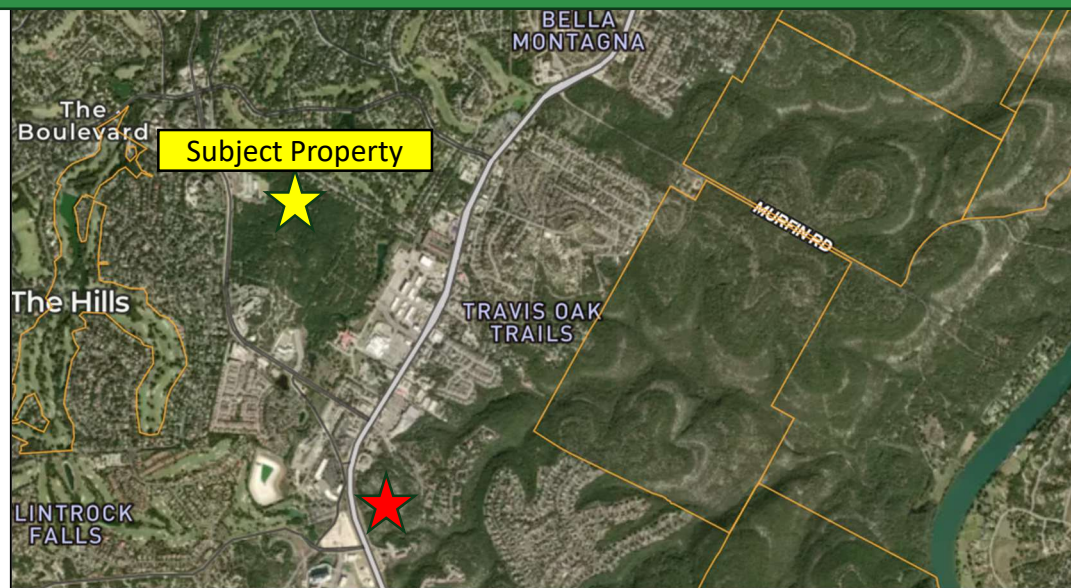
- Address: 13500 Galleria Parkway
- Acreage: 13.50 Acres
- Sale Price: \$9,000,000 (\$666,667/Acre)
- Sale Date: 08/24/2022
- Use: 340 unit Apartment complex currently under construction





# Comparable Sale #2

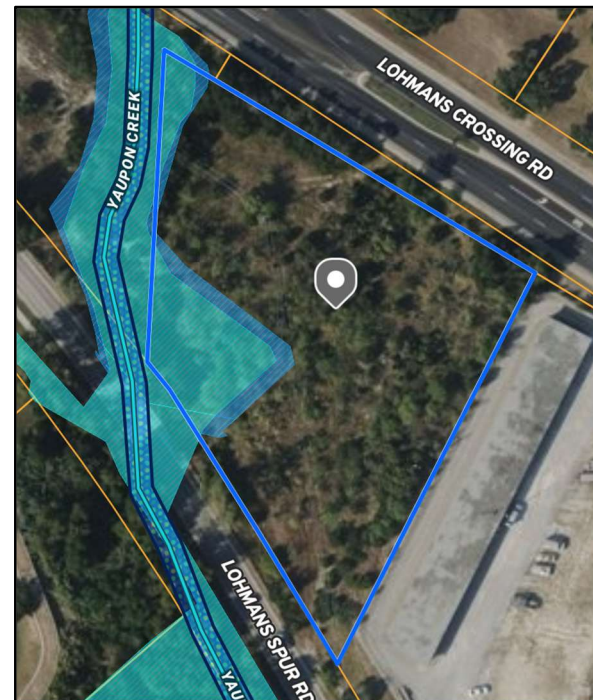
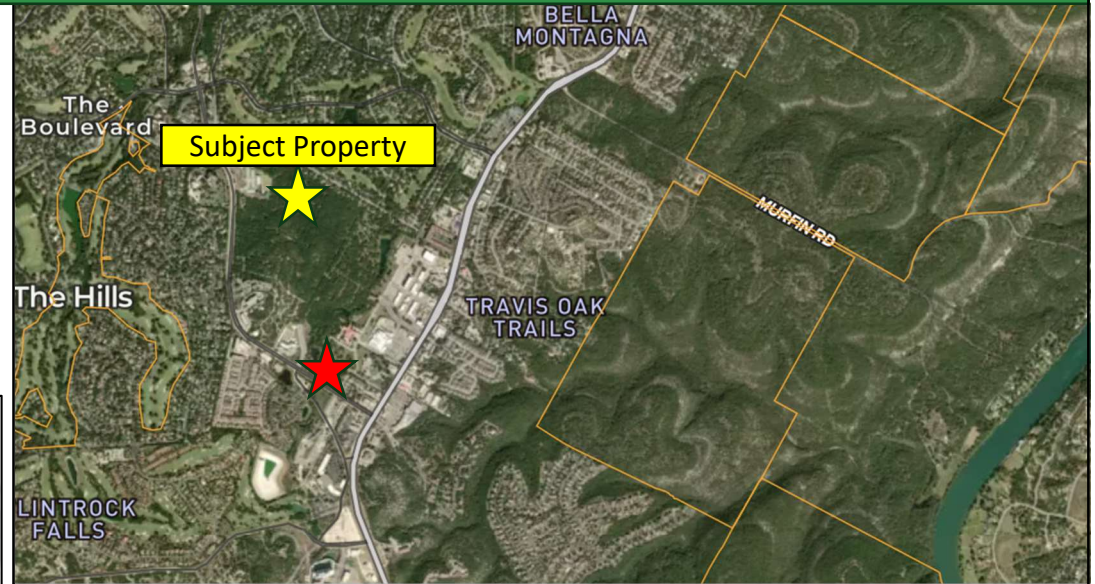
- Address: 2811 South RM 620
- Acreage: 33.86 Acres
- Sale Price: \$12,000,000 (\$354,390/Acre)
- Sale Date: 05/30/2024
- Zoning: R-1 Temp, Residential
- Use: Proposed 150 Unit condominium Development and 13,000 square feet of retail.
- Notes: Access and use is very limited due to topography.





## Comparable Sale #3

- Address: 2051 Lohmans Spur Rd
- Acreage: 2.002 Acres
- Sale Price: \$820,000 (\$409,590/Acre)
- Sale Date: 10/07/2024
- Zoning: C-2 Commercial/Light Industrial
- Use: Proposed Commercial Development
- Notes: Portion of the the property is located within the floodplain



# Section 3:

## Sealed Bid Process





**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT**

3322 Ranch Road 620 South

Austin, TX 78738

Telephone: (512) 533-6000

**REAL PROPERTY BID PACKAGE**

**Sale of approximately 17 acres**

The Lake Travis ISD (“LTISD” or “District”) is interested in accepting bids for the sale of a tract of land, containing approximately 17 acres, more or less, located at 1701 Lohmans Crossing Road, Austin, TX 78734, in Travis County, Texas. Information contained in this bid package is provided for the purpose of soliciting bids for the purchase and sale of the Property. Prospective bidders are advised to contact all governmental and private authorities with jurisdiction over the property to ascertain its status and suitability for the bidder's intended use. The owner reserves the right to accept or reject any and all offers. The Property will be sold in as-is, where-is condition, with seller retaining all mineral rights, and LTISD makes no representations, and specifically disclaims any representations or warranties about the Property. The information contained herein is based upon data supplied by sources deemed reliable, is subject to errors and omissions, and is not in any way warranted by LTISD or any employee or agent of LTISD.

# **REQUEST FOR SEALED BIDS FOR THE SALE OF APPROXIMATELY 17 ACRES OF REAL PROPERTY LOCATED THEREON BY LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT**

The following information is provided to explain the sale process and requirements to submit an eligible bid for the Property. Please read the following instructions carefully. To be considered an eligible bid, the following requirements must be met:

## **Introduction:**

The District is soliciting sealed bids for the purchase of real property owned by Lake Travis ISD in accordance with Texas Local Government Code Section 272.001, and pursuant to the terms and conditions set forth in this Request for Sealed Bids.

## **Description of Property:**

The property to be sold by the District, consists of approximately 17 acres, more or less, of unimproved land located at 1701 Lohmans Crossing Road, Austin, TX 78734, Travis County, Texas as depicted and described in the attached **Exhibit A** (“**Property**”). Note that the Property would be conveyed subject to all applicable restrictions, and the conveyance will not include mineral rights.

## **Bid Instructions:**

1. All bids for purchase of the Property must be submitted on the attached form included as **Exhibit B** (“**Bid Form**”).
2. To submit an offer, the offeror must complete all sections of the Bid Form and submit, in a sealed envelope, one (1) original and two (2) copies of the executed Bid Form, along with any additional required attachments or information Offeror wishes to submit.
2. All offers must be accompanied by an earnest money check, in the amount of no less than **5% of the proposed purchase price** made payable to Independence Title, Attn: Gay Heavilin, 5900 Shepherd Mountain Cove, Austin, TX 78730, [gheavilin@independencetitle.com](mailto:gheavilin@independencetitle.com).
3. The Bid Form must include, by separate attachment, a description of offeror’s proposed land development/utilization plan for the Property.
4. The Bid Package must also include a completed and signed Felony Conviction Notice (**Exhibit C**), and Conflict of Interest Questionnaire (**Exhibit D**).
5. All required submissions should be delivered Monday through Friday, between the



hours of 8:00 a.m. and 4:00 p.m. (up to the deadline for submission) to:

Lake Travis ISD  
ATTN: Cristy Soares  
16101 Hwy 71, West Bldg B  
Austin, TX 78738

6. **The completed Bid Form and Earnest Money check must be delivered in a sealed package to the above party at the above address no later than 2:00 p.m. on February 4, 2026 (“End of Scheduled Bid Period”).**

LTISD reserves the right to extend the End of Scheduled Bid Period by addendum at any time prior to the End of the Scheduled Bid Period (upon such extension, the new extended date will be considered the End of the Scheduled Bid Period). Bids received after the End of the Scheduled bid Period will not be considered.

LTISD reserves the right to negotiate and execute a backup contract for the Property. In the event an acceptable offer is not received by the deadline, the Property shall remain for sale, and the offer period shall remain open until an acceptable offer is received, and a sale and purchase agreement is executed by Lake Travis ISD.

7. If and when any part of this Request for Sealed Bids must be revised, amended, corrected, extended, withdrawn, or changed in a manner that impacts the process or the outcome, the District’s will issue an amendment addressing the nature of the change. These changes will be numbered.

Amendments are issued to those who have requested Request for Sealed Bids packages. It is the sole responsibility of a prospective bidder to routinely check with the District’s contact person for this Request for Sealed Bids to verify issuance of amendments and/or responses to questions or interpretations of the Request for Sealed Bids and to ensure receipt thereof. Bidder shall acknowledge receipt of any amendment in the bidder’s submission.

8. In the event that a bidder has a question regarding this solicitation or process following the initial release, but before the receipt deadline, the bidder **MUST** submit the question in writing to the Christy Soares at the address listed above.

Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Sealed Bids documents must be requested, in writing, by the deadline set forth below and **MUST** include the company name (if applicable), name of questioner, and a fax number and/or email address to which responses should be sent. Any District response will be in writing and in the form of an amendment of the Request for Sealed Bids or an information letter. The question and the District’s response will be shared with all known bidders participating in this request. Verbal requests for information will not be honored.

**The deadline for questions on the Request for Sealed Bids or Property is January 28,**

**2026, at 4:00 pm (Central Time).**

9. Bid response packages received after the Bid Deadline or received at the District in a location other than the designated office (see above) will not be considered for award and shall be returned unopened to the bidder. Bidders are responsible for making certain submittals are delivered to the appropriate office as stated in this Request for Sealed Bids. The District will not be responsible for accepting a submittal that is delivered at any campus location or any department other than the designated location. If a bid package or response is misplaced due to an insufficient address, the District will bear no responsibility for the loss and will not accept the item after the Bid Deadline if it is found.

**Selection Process and Bid Award:**

The highest and best bid as of the date the District elects to end the bid process that meets the requirements set by the District will be selected. The highest and best bid will be the offer resulting in the highest net proceeds to the District. The District reserves the right to consider other factors in determining best offer including, but not limited to, the use to which the purchaser will put the Property.

All bids will be reviewed to determine conformity with the bid requirements. Bids which do not conform to bid requirements may be disqualified from consideration. Conforming bids will be evaluated and the final bid selection will be subject to approval by the District's Board of Trustees. No final determination of the winning bid will be made until a thorough review of all bids received as of the date the District ends the bid process is conducted and completed.

LTISD reserves the right to request bidders to submit a best and final offer or to request bidders to respond to a request for clarifications following the evaluation of initial offers. Either process may occur and will be at the sole discretion of the District. LTISD reserves the right to reject any or all bids.

**AS-IS SALE; DISCLAIMER OF WARRANTIES:**

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, PHYSICAL OR ENVIRONMENTAL CONDITIONS, THE VALUE, CONDITION, MERCHANTABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. POTENTIAL OFFERORS SHALL ACKNOWLEDGE AND AGREE THAT THE PROPERTY SHALL BE CONVEYED, AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS. WITHOUT LIMITING THE



FOREGOING, THE FORMAL SALE AND PURCHASE AGREEMENT SHALL CONTAIN PROVISIONS WHEREBY OFFEROR UNCONDITIONALLY RELEASES LAKE TRAVIS ISD FROM ANY AND ALL LIABILITY OR OBLIGATION ARISING OUT OF THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL OR ENVIRONMENTAL CONDITION THEREOF, THE COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, AND OTHER SIMILAR MATTERS.

**General Conditions:**

THIS SOLICITATION CONSTITUTES A REQUEST FOR BIDS, WHICH MAY OR MAY NOT RESULT IN A SALE OR CONTRACT TO SELL, AND DOES NOT SERVE AS AN OFFER TO SELL. THE ATTACHED BID FORM, ONCE EXECUTED BY AN OFFEROR, CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY, AND MAY CREATE LEGAL OBLIGATIONS ON THE OFFEROR. AN OFFER MAY ONLY BE ACCEPTED BY FORMAL ACTION OF THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES. OFFERORS MAY WISH TO HAVE AN ATTORNEY REVIEW THE BID FORM OR ANY CONTRACT TO ADVISE THEM AS TO THE EFFECTS THEREOF. THIS SOLICITATION DOES NOT OBLIGATE THE DISTRICT TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE RESPONDING PERSON OR BIDDER IN THE PREPARATION AND SUBMITTAL OF A BID.

THE CONVEYANCE OF THE PROPERTY SHALL NOT INCLUDE MINERAL INTERESTS, AND SHALL BE SUBJECT TO ALL MATTERS OF RECORD AND ALL MATTERS DISCLOSED BY A CURRENT SURVEY OF THE PROPERTY.

LAKE TRAVIS ISD RESERVES THE RIGHT TO WITHDRAW THIS SOLICITATION AT ANY TIME FOR ANY REASON AND TO WITHDRAW THE PROPERTY FROM DESIGNATION AS SURPLUS AND/OR FROM SALE AT ANY TIME; AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS, AND/OR AMENDMENTS AS DEEMED APPROPRIATE.

**WAIVER:**

**BY SUBMITTING A BID OR OFFER, BIDDER AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST LAKE TRAVIS ISD, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, INVITATION TO BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID OR OFFER; (4) WAIVER BY THE LAKE TRAVIS ISD OF ANY TECHNICALITIES IN THE BID PACKAGE OR ANY BID OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-**

**MATERIAL PROVISION OF THE SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED BIDS OR OFFERS; AND/OR (6) THE AWARD OF A CONTRACT, IF ANY.**

**Property Inspection:**

Bidder is advised to inspect the Property prior to bidding. Bidder may, upon reasonable advance notice to LTISD, access the Property for the limited purpose of conducting a visual inspection through visual observation or other non-invasive means. Such inspection shall be scheduled at a mutually agreeable time and shall be conducted in a manner that does not interfere with any ongoing District operations. Bidder shall not conduct any intrusive or destructive testing or investigation of the Property.

Bidder must contact the following representatives to schedule a visit. Bidder must complete the required waiver and indemnity form before entering the Property.

Spaeth-Cook LLC

Sloan Spaeth  
512-656-4034  
[Sloan@spaeth-cook.com](mailto:Sloan@spaeth-cook.com)

Asher Cook  
512-547-0932  
[Asher@spaeth-cook.com](mailto:Asher@spaeth-cook.com)

Property condition documents (to the extent available) can be made available to interested parties upon request, without any representations as to their truth or accuracy.

**Bid Response Package:**

The bid response package consists of, and each bidder shall complete and submit with the bid, the applicable forms contained in this solicitation as enumerated below:

1. Description of Property (Exhibit A)
2. Bid Response Form (Exhibit B)
3. Attachment 1 to Exhibit B – Development Plan Information
4. Felony Conviction Notice (Exhibit C)
5. Conflict of Interest Questionnaire (Exhibit D)

The Bidder must have adequate financial resources to purchase the Property if the Bidder is awarded the Contract. The District will not consider financing the purchase of the Property and will accept only cash or other good funds.

Bidders may not withdraw a bid once submitted and all bids submitted by a prospective buyer



must remain open and valid for no less than 90 days after the End of Scheduled Bid Period.

**Prohibited Communications:**

During the period between when the bid is made available to all prospective vendors/bidders and the selection of the bidder and subsequent contract, bidders nor their agents and/or representatives, shall not directly discuss or promote their bid response with any member of the District's Board of Trustees or District employees except in the course of District-sponsored inquiries, briefings, interviews, or presentation, unless requested by the District. This prohibition is intended to create a fair, competitive environment for all potential bidders, assure that decisions are made in public, and to protect the integrity of the bid process. Violation of this provision may result in rejection of the bidder's bid. Except as provided in the above-mentioned exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- a) Communications between a potential vendor, service provider, bidder, offeror, lobbyist, or consultant and any Trustee;
- b) Communications between a potential vendor, service provider, bidder, offeror, lobbyist, or consultant and any District employee other than expressly and specifically permitted in this bid;
- c) Communications between any Trustee and any member of a selection or evaluation committee regarding this bid; and
- d) Communications between any Trustee and any District administrator or employee regarding this bid.

The communications prohibition shall be imposed on the date that this bid is made available to all prospective vendors/bidders.

The communications prohibition shall terminate when:

- a) The contract is awarded by the Board-authorized representative or designee; or
- b) The award recommendations are considered by the Board at a noticed public meeting and the Board has voted to award the contract.

In the event the Board refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. The communications prohibition shall not apply to the following:

- a) Duly noticed pre-bid or pre-bid conferences.
- b) Communications with the District administrator or representative specifically named and authorized to conduct and receive such communications under this bid and/or the District's legal counsel.
- c) Emergency contacts.

- d) Presentations made to the Board during any duly noticed public meeting.
- e) Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

**Texas Public Information Act:**

Unless clearly marked as confidential or proprietary, the District considers all information, documentation, and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

The District is subject to the Texas Record Retention laws. All documents produced, compiled, and maintained as a part of the contractual relationship and performance must be maintained for the period required under the Texas Record Retention laws.

**Interested Parties:**

Section 2252.908 of the Texas Government Code provides that the District may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. If you submit an offer as part of this solicitation that is accepted by the District's Board of Trustees, you will be required to complete Form 1295 on the Texas Ethics Commission website: <https://www.ethics.state.tx.us/filinginfo/1295/>

**List of Exhibits and Attachments**

Exhibit A – Description of Property  
Exhibit B – Bid Response Form  
Attachment 1 to Exhibit B - Development Plan Information  
Exhibit C - Felony Conviction Notice  
Exhibit D - Conflict of Interest Questionnaire



## **EXHIBIT A**

**[Property Description or Depiction]**

**EXHIBIT B**

**[Bid Form]**



**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT**  
**BID RESPONSE FORM**

Please type or print in the blanks below all applicable information. If the information is not applicable, please indicate by placing N/A in the blank. Additional sheets may be added as necessary to provide complete information. Please be sure to fill out this form completely.

1. Bidder information

The bidder must be a person or legal entity in existence on the date of bidder qualification. The following information must be provided.

Name of Bidder: \_\_\_\_\_

State of Formation (for Business Entities): \_\_\_\_\_

Identity of principal(s)/authorized person(s): \_\_\_\_\_

Mailing and email address for bidder and each principal/ authorized person:

Contact info for Bidder:

Street or P.O. Box:

City, State, Zip:

Phone:

Fax:

Email:

Principal/Auth. person:

Street or P.O. Box:

City, State, Zip:

Phone:

Fax:

Email:

Contact person for bidder:

Name and Title:

Street or P.O. Box:

City, State, Zip:

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

*Bid response for a parcel of land containing approximately 17 acres, more or less, of land*

2. Bid price for the Property: \_\_\_\_\_
3. Earnest Money: Bidder submits a check herewith in the amount of \$ \_\_\_\_\_ (must be 5% of the purchase price proposed in Section 2 above) (the “Earnest Money”), made payable to Independence Title, Attn: Gay Heavilin, 5900 Shepherd Mountain Cove, Austin, TX 78730, [gheavilin@independencetitle.com](mailto:gheavilin@independencetitle.com). If the bid offer is accepted and approved by the District’s Board of Trustees, the District will deposit the check for the earnest money with the Title Company to be applied toward the purchase price at closing. If the bid offer is rejected or not accepted, the check will be returned to the bidder.
4. Use to which the bidder intends to put the Property: **Include Develop Plan Information as Attachment 1**
5. Title Commitment

Bidder acknowledges that the District may make available a copy of a title commitment issued by Independence Title (“Title Company”) (“Title Commitment”). Copies of the exception documents may be obtained from the District or the Title Company upon written request. If made available prior to bid, please note your exceptions and objections to title here. (This is not intended to replace the title objection period in the final purchase sale agreement negotiated with the successful Bidder).

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6. Verification by bidder

State of \_\_\_\_\_ §  
County of \_\_\_\_\_ §

The undersigned, being first duly sworn on oath, states as follows:

The information submitted herein is true and correct. I represent that if my bid is accepted, as of the date of the purchase of the Property, except as otherwise set forth in the solicitation and the Contract, I will have conducted all due diligence and investigations I deem necessary or advisable and will have inspected the Property on which I am submitting a bid to the extent I deem material. I further represent and warrant that I have read and understand the complete bid package including attached documents; that I have asked any relevant questions that I would need to have answered before making a decision to purchase the Property; that I accept title to the property "as is" without any warranty from the Lake Travis Independent School District except for the limited warranty of title set forth in the deed. I further acknowledge that I am a knowledgeable Buyer of real property, that I have been advised to and understand that I have a right to have an attorney review this document. I further represent that I am not relying upon any representation, warranty, statement, or other assertion of the Lake Travis ISD, or any agent, consultant, representative, or employee of the District. Further, I represent that I am legally authorized to sign this bid on behalf of the bidder, and have the authority to sign any other documents relating to the purchase and sale of this Property and bind the bidder to the terms thereof. The foregoing representations and all material terms and conditions of this solicitation of bids shall survive award of the bid to the undersigned bidder and execution of the Purchase and Sale Contract.

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT IF HE/SHE/IT ENTERS THE PROPERTY, THE UNDERSIGNED ON BEHALF OF HIMSELF/HERSELF, THE ENTITY FOR WHICH THE UNDERSIGNED REPRESENTS, THE EMPLOYEES OF SAID ENTITY, AND ANY CONTRACTORS OR AGENTS ENTERING THE PROPERTY PERMITTED UNDER THE AUTHORITY OF THE UNDERSIGNED WAIVES ANY AND ALL LIABILITY AND CLAIMS AGAINST LAKE TRAVIS ISD, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS REGARDLESS OF WHETHER ANY HARM OCCURS THROUGH FAULT OF THE PARTY SO ENTERING THE PROPERTY OR THROUGH FAULT OR NEGLECT OF THE LAKE TRAVIS ISD.

NAME OF BIDDER: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

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

        This instrument was acknowledged before me on \_\_\_\_\_, 2025 by, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, on behalf of said entity.

\_\_\_\_\_  
Notary Public in and for  
The State of T E X A S

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT 1  
TO BID RESPONSE FORM**

*[OFFEROR TO INSERT DEVELOPMENT PLAN INFORMATION]*



**EXHIBIT C**

**[Felony Conviction Notice]**

## **EXHIBIT D**

### **[Conflict of Interest Questionnaire]**



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:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

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

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

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

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

David Sloan Spaeth

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Primary Assumed Business Name

510553

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Email

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Phone

Designated Broker of Firm

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Email

Phone

Licensed Supervisor of Sales Agent/  
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Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

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