

**Santa Fe Independent School District
Request for Proposals (RFP) #22-23009
Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land**

Pursuant to Section 272.001(a), Texas Local Government Code, the Santa Fe Independent School District (“SFISD”) is soliciting proposals from interested parties to purchase the surface estate of 15.000 acres (653,398 square feet) of Land being a portion of Lots Twenty-Two (22) and Thirty-Five (35), of the G.W. L’Hommedieu Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 207, and a portion of Lots Three Hundred Sixty-Four (364), Three Hundred Seventy-Five (375) and Three Hundred Seventy-Six (376), of Thaman’s Second Subdivision, according to the map or plat thereof recorded in Volume 231, page 413, in the Office of the County Clerk of Galveston County only of a parcel of real property consisting of approximately 15 acres of land.

The mineral estate is not included in the sale of the Property.

The proposal documents may be obtained by visiting the SFISD Purchasing Department website, available at SFISD.org/Page/344. Interested parties may also contact the following individuals for additional information:

For information about this solicitation, please contact:

Bryan Holliday, Purchasing Specialist
SFISD Purchasing Department Phone:
409-925-9026
Email: Bryan.Holliday@sfisd.org

All proposals should be completed, sealed, and submitted to the SFISD Purchasing Department office in accordance with the Proposal Instructions and other requirements of this RFP on or before 2:00 p.m. CST on January 02, 2023 and will be publicly opened and read aloud at that time.

SFISD reserves the right to reject any or all proposals for the above-described Property.

SANTA FE INDEPENDENT SCHOOL DISTRICT

4133 Warpath - Santa Fe, Texas 77510 - Phone: 409-925-3526

Request for Proposals (RFP) #22-23009

Proposal Due Date: January 02, 2023 on or before 2:00 p.m. CST

Proposal Title: Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land

ISSUED BY:

Santa Fe Independent School District
Purchasing Department
4133 Warpath
Santa Fe, Texas 77510
Phone: 409-925-9026

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CONTACT INFORMATION: All requests for information should be directed to:

For questions about this RFP:

Bryan Holliday
SFISD Purchasing Specialist
Phone: 409-925-9026
Bryan.Holliday@sfisd.org

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SOLICITATION SCHEDULE

The following is the anticipated solicitation schedule:

Solicitation Milestone	Date & Time
RFP advertised (1 st run) RFP released and posted to the SFISD website and other real estate sales platforms	November 29, 2022
RFP advertised (2 nd run)	December 06, 2022
Deadline to receive questions/inquiries	December 09, 2022 on or before 4:00 p.m. CST
RFP addendum issued with responses to questions/inquiries (estimated)	December 16, 2022
Proposal submittal due date	January 02, 2023 on or before 2:00 p.m. CST
Anticipated Board recommendation and approval	January 24, 2023

*Pre-proposal conferences and site visits will be held at the Santa Fe ISD Cowan Administration Offices.

NOTE: The Santa Fe Independent School District reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum or amendment to the RFP and posted on the SFISD Purchasing Department website for your reference.



EXHIBITS AND ATTACHMENTS

Exhibit A – Description of Property
Attachment No. 1 – Proposal Response Form
Attachment No. 2 – Conflict of Interest Questionnaire
Attachment No. 3 – Felony Conviction Notice
Attachment No. 4 – Non-Collusion Affidavit
Attachment No. 5 – Purchase and Sale Agreement (“ <u>Agreement</u> ”)
Attachment No. 6 – Form 1295 Instructions

NOTE: All noted Attachments are to be completed, signed and, where applicable, notarized, and submitted with the sealed Proposal Response.



1. **Property Overview:** The Santa Fe Independent School District (“SFISD” or “District”) is soliciting proposals for the purchase of the surface estate only of a parcel of real property consisting of approximately 15.00 acres of land as further described in the attached Exhibit A (“Property”). To the extent such rights currently exist, the District will not convey and shall retain the entire mineral estate, including any and all rights to oil, gas, and other minerals and mineral interests (collectively, “Minerals”).

2. **Title Report, Survey, and Other Property Information:** South Land Title Guaranty Company has prepared a Title Report regarding the Property (“Title Report”). The District will provide a copy of the Title Report to prospective proposers, when available, upon request from the proposer. The District has a survey of the Property prepared by Douglas W. Turner registered professional surveyor. Land Surveying dated June 05, 2008 (“Survey”). The District will provide a copy of the Survey to prospective proposers upon request.

Prospective proposers are advised to review the Title Report, Survey, and related documents, which may contain encumbrances, conditions, easements, assessments, reservations, and restrictions with respect to the Property. The Minerals will not be conveyed as part of the sale of the Property. To the extent that they have not been conveyed previously, the District will retain all rights to Minerals. The successful proposer who is awarded a contract by the District (“Buyer”), if any, shall have a right to object to matters contained in the Title Commitment and Survey (or New Survey per Section 3.2 of the Agreement) as set forth in the Agreement. If the Buyer so elects,

he/she/it may purchase a title policy (“Title Policy”) under the Title Commitment at the Buyer’s sole expense. The conveyance of the Property by SFISD will be subject to all visible and apparent easements, matters filed of record in the real property records of Galveston County, Texas, and any matters noted as “Permitted Exceptions” as defined in the Agreement. For purposes of this RFP, the term “Agreement” as used herein means the Purchase and Sale Agreement in substantially the same form as attached to this RFP as Attachment 5 to be signed by the proposer as part of his/her/its Proposal Response and may be countersigned by SFISD if the Proposal Response is accepted by the SFISD Board of Trustees.

*****Important Disclosures*** Based on prior inspections and/or other information provided to the District, SFISD is aware of the following conditions affecting the Property (which may require remediation and/or repair):**

- **Asbestos components**
- **The presence of mold**
- **Roof damage**
- **Water intrusion and prior flooding**
- **Prior pest problem and wood rot**

SFISD will provide a copy of studies or reports in the District’s possession regarding the above-referenced conditions (“Property Documents”) to prospective proposers upon request.

Deliverables: Collectively, the Title Commitment, Survey, and Property Documents are referred to as “Deliverables.” The Deliverables were prepared by third parties, and the District makes them available to interested prospective proposers for information only. The District does not make any representations, warranties, covenants, or guarantees with respect to information contained in the Deliverables or any other matters affecting the Property. SFISD’s agreement to provide prospective proposers with the Deliverables shall not relieve prospective proposers of the obligation to conduct their own due diligence and legal analysis concerning the purchase of the Property, and prospective proposers shall not be entitled to rely on any information contained in the Deliverables received from SFISD, its agents or representatives, but shall conduct their own investigation(s) of the matters referred to in such Deliverables.

3. **Inspection of the Property Prior to Proposing:** Prospective proposers will be permitted to view the Property by attending the pre-proposal conference and site visit as listed in the Solicitation Schedule. Prospective proposers are also encouraged to contact all governmental and private authorities with jurisdiction over the Property to ascertain its status and suitability for the proposer’s intended use. Should a prospective proposer desire to further inspect the Property prior to proposing, the prospective proposer may request entry to the Property by contacting Bryan Holliday, SFISD Purchasing Specialist, at the contact information listed above. SFISD shall approve any inspections, studies, or assessments of the Property, in advance, in writing, and reserves the right to withhold such approval in its sole and absolute discretion. The District reserves the right to require any proposer who is granted entry to the Property for inspection to provide a certificate of insurance covering SFISD against claims, losses, and liabilities that could result from the presence and activities of the proposer or any employees, agents, representatives, or contractors of the proposer on the Property. A copy of the insurance certificate and any endorsement(s)

required by the District shall be submitted to SFISD's Purchasing Department, at the address on page 1 of this RFP, prior to entry. Such insurance shall, at a minimum, cover both property damage and comprehensive general liability. SFISD, in its sole discretion, may waive the insurance requirements, in whole or in part, for a proposer who seeks entry to the Property, but may impose additional requirements, such as requiring, at a minimum, that the proposer or its employees, agents, representatives, or contractors be accompanied by an authorized representative of SFISD at all times while present on the Property.

Any proposer requesting entry onto the Property outside of the scheduled pre-proposal conferences and site visits shall, prior to such entry, sign a form agreeing to the following and shall also include the following in all contracts with the proposer's contractors who enter the Property:

“ _____ [INSERT PROPOSER OR CONTRACTOR NAME] SHALL AND HEREBY AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY SANTA FE INDEPENDENT SCHOOL DISTRICT, ITS PAST, PRESENT, AND FUTURE TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY “INDEMNIFIED PARTIES”) FOR ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND LOSSES (INCLUDING ATTORNEY'S FEES AND COSTS OF SUIT) OF THE INDEMNIFIED PARTIES AND ANY THIRD PARTIES THAT ARISE OUT OF, RESULT FROM, OR RELATE TO _____'S [INSERT PROPOSER OR CONTRACTOR NAME] ENTRY UPON THE PROPERTY OR PERFORMANCE OF INVESTIGATIONS UPON OR RESTORATION OF THE PROPERTY UNDER THIS RFP, EVEN IF THE SANTA FE INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS ARE ALLEGED TO BE NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE, OR STATUTORILY LIABLE.”

Proposer shall obtain lien waivers and releases from any of the proposer's contractors who enter the Property and provide those to SFISD's Purchasing Department at the address contained in this RFP and shall restore the Property to its original condition if altered due to inspections, studies, or assessments that the proposer completes or causes to be completed.

4. **Inspection Period Under the Agreement:** The selected proposer (“Buyer”), if any, who is awarded the Agreement will be provided with a sixty (60) day due diligence period, commencing on the Effective Date (as defined in the Agreement) of the Agreement, which is the date a copy of the Agreement countersigned by the District is received by the Title Company as provided in the Agreement (“Inspection Period”). During the Inspection Period and subject to the requirements and any limitations set forth in the Agreement, the Buyer may conduct inspections and due diligence on the Property at the Buyer's sole cost and expense. If the Buyer discovers an environmental condition or otherwise discovers an encumbrance or condition of the Property that renders the Property unsuitable for the Buyer's purpose, the Agreement will permit the Buyer to terminate the Agreement during the Inspection Period and, except for the independent consideration of one thousand dollars (\$1,000.00), which is a fee is for the right to terminate the Agreement as further described in the Agreement (“Independent Consideration”), and subject to the terms of the Agreement, receive a refund of his/her/its Earnest Money (as hereinafter defined) deposit.

5. “AS IS” SALE: THE PROPERTY WILL BE SOLD IN AS-IS, WHERE-IS, WITH ALL FAULTS CONDITION, AND SFISD MAKES NO, AND SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS, WARRANTIES, COVENANTS, OR GUARANTEES REGARDING THE PROPERTY. PROSPECTIVE PROPOSERS SHALL RELY SOLELY UPON THEIR OWN INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY IN EVALUATING THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY SUBSTANCES OR CONDITIONS ON OR DISCHARGED FROM THE PROPERTY AND IN DETERMINING WHETHER THE PROPERTY IS SUITABLE FOR PURCHASE BY THE PROSPECTIVE PROPOSER. THE SALE OF THE PROPERTY WILL BE SUBJECT TO ANY AND ALL VISIBLE AND APPARENT EASEMENTS, MATTERS FILED OF RECORD IN THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS, AND “PERMITTED EXCEPTIONS” (DEFINED IN THE AGREEMENT). The Agreement and deed will contain an “AS-IS” clause and disclaimer of all representations, warranties, covenants, and guarantees, except for the limited warranty of title.

The information contained in this RFP and any documents or information from SFISD or any third party provided as a part of this RFP, including the Deliverables, may be subject to errors and omissions and shall not in any way be considered to be representations, warranties, covenants, or guarantees of or by SFISD or any employee, agent, or representative of SFISD.

6. RFP – Not an Offer; Contract Approval Required: THIS RFP CONSTITUTES A REQUEST FOR PROPOSALS ONLY, WHICH MAY OR MAY NOT RESULT IN A SALE OR CONTRACT TO SELL AND DOES NOT SERVE AS A LEGAL OFFER BY SFISD UNDER CONTRACT LAW. THE SUBMISSION OF A PROPOSAL TO THE DISTRICT CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY THAT THE DISTRICT MAY OR MAY NOT ACCEPT, IN ITS SOLE DISCRETION. THE RFP AND THE PROPOSAL RESPONSE SUBMITTED TO SFISD PURSUANT TO THIS RFP MAY CREATE LEGAL OBLIGATIONS ON THE PROPOSER. A PROPOSER IS ADVISED TO HAVE AN ATTORNEY REVIEW THIS RFP, INCLUDING THE ATTACHMENTS, THE AGREEMENT, AND THE PROPOSER’S OFFER/PROPOSAL RESPONSE TO ADVISE THE PROPOSER AS TO THE EFFECTS THEREOF. This RFP does not obligate SFISD to award a contract or pay any costs incurred by a prospective proposer in the preparation and submittal of a Proposal Response. If a Proposal Response is eligible (see Section 16 of this RFP), the proposer, Proposal Response, and the resulting Agreement, if any, will be submitted for consideration and approval to the SFISD Board of Trustees (“Board”). Subsequent to Board approval, the only person authorized to commit SFISD contractually is the Superintendent or his designee, and then only pursuant to the scope of authority to contract delegated by the Board. SFISD reserves the right to negotiate and/or amend any terms of any resulting Agreement (other than the awarded proposer and purchase price). NO CONTRACT SHALL BE ENFORCEABLE AGAINST SFISD UNLESS AND UNTIL IT IS ON THE FORM OF ATTACHMENT 5 TO THIS RFP, APPROVED BY THE BOARD AT A DULY CALLED MEETING, AND PROPERLY EXECUTED BY BOTH THE SELECTED PROPOSER, IF ANY, AND SFISD.

7. **Waiver:** BY SUBMITTING A PROPOSAL RESPONSE, PROPOSER AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST SANTA FE INDEPENDENT SCHOOL DISTRICT, OR ITS PAST, PRESENT, AND FUTURE TRUSTEES, EMPLOYEES, AGENTS, OR REPRESENTATIVES ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL RESPONSE; (2) ANY REQUIREMENTS UNDER OR IN CONNECTION WITH THE RFP OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL RESPONSE OR ANY PART OF ANY PROPOSAL RESPONSE; (4) WAIVER BY THE SANTA FE INDEPENDENT SCHOOL DISTRICT OF ANY TECHNICALITIES OR IRREGULARITIES IN THE RFP OR ANY PROPOSAL RESPONSE; (5) WAIVER OR CHANGE IN ANY NONMATERIAL PROVISION OF THE RFP OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED PROPOSAL RESPONSES; AND/OR (6) THE AWARD OF AN AGREEMENT, IF ANY.

8. **Right of Withdrawal of RFP:** SFISD reserves the right to withdraw this RFP 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, amendments, and/or addenda as deemed appropriate by SFISD in its sole discretion.

9. **Non-Discrimination.** SFISD is an equal opportunity educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age, or disability.

10. **Amendments to the RFP: Questions regarding the RFP.** SFISD reserves the right to issue such clarifications, modifications, amendments and/or addenda to this RFP as deemed appropriate by SFISD, in its sole discretion. If and when any part of this RFP is to be revised, amended, supplemented, corrected, extended, withdrawn, or changed in a manner that impacts the process or the outcome, the SFISD Purchasing Department will issue an amendment or addendum addressing the nature of the change. These changes will be numbered and posted to the SFISD Purchasing Department website at SFISD.org/Page/344.

11. **Monitoring for Updates to the RFP.** It is the sole responsibility of the prospective proposer to check the SFISD Purchasing Department website to verify issuance of amendments, addenda, and/or responses to questions or interpretations of the RFP and to ensure the proposer's receipt thereof. Proposer shall acknowledge receipt of any amendment in the proposer's Proposal Response.

12. **Contact Regarding Questions on the RFP and Property:** SFISD requests that all contact regarding this RFP or the Property be submitted only to the SFISD Purchasing Department as provided in this RFP. Questions to or contact with any other person could result in the proposer's Proposal Response being disqualified. Any question(s) relating to information about the RFP, any attachments to this RFP, the process, the Agreement, or the Property, MUST be submitted no later than December 09, 2022 at 4:00 p.m. CST. *SFISD prefers that all questions be submitted in writing whenever possible.* SFISD will issue responses to the questions submitted in the form of an amendment or addendum posted to the SFISD Purchasing Department website SFISD.org/Page/344. SFISD will make every effort to post responses to all questions and all

amendments/addenda no later than December 16, 2022, but this date is subject to change, in SFISD's sole discretion.

13. **Prohibited Communications and Political Contributions:** Except as provided in the exceptions below, political contributions and the following communications with SFISD or its representatives regarding this RFP or any other invitation for proposal, requests for proposal, requests for qualifications, or other solicitations involving SFISD are prohibited:

- [1] Between a potential proposer, vendor, subcontractor to vendor, service provider, respondent, proposer, offeror, lobbyist, consultant, or any agent of the proposer and any Board Member ("Trustee");
- [2] Between any Trustee and any member of a selection or evaluation committee; and
- [3] Between any Trustee and administrator or employee.

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after the Agreement is executed by the Superintendent or his designee, or when a determination is made that the Agreement will not be awarded. During this period, no SFISD Trustee and no prospective proposer, vendor, subcontractor to vendor, service provider, respondent, proposer, offeror, lobbyist, consultant, or any agent of the proposer shall communicate in any way concerning any pending RFP involving the proposer or proposer representative, subject to the penalties stated herein.

In the event the Board refers the recommendation back to the staff for reconsideration, the communication prohibition shall be re-imposed.

ALL COMMUNICATIONS REGARDING THIS RFP SHALL ONLY BE BETWEEN THE PROSPECTIVE PROPOSER OR HIS/HER/ITS AGENT AND EITHER THE SFISD PURCHASING DEPARTMENT CONTACTS OR THE LISTING BROKER AS INDICATED IN THE RFP. PROSPECTIVE PROPOSERS SHALL NOT COMMUNICATE WITH ANY OTHER PERSON AT SFISD, INCLUDING ANY ADMINISTRATOR OR OTHER EMPLOYEE, REGARDING THIS RFP OR THE PROPOSER'S PROPOSAL RESPONSE.

The communications prohibition shall not apply to the following:

- [1] Scheduled pre-proposal conferences and site visits;
- [2] Communications with the SFISD Purchasing Department representatives or listing broker, as set forth on page 1 of this RFP; or
- [3] Presentations made to the Board during any duly-noticed public meeting; and
- [4] 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 and the Texas Open Meetings Act, regarding action on this RFP.

Any prospective proposer, vendor, subcontractor to vendor, service provider, respondent, proposer, offeror, lobbyist, consultant, or any agent of the proposer who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting Agreement under this RFP. Any other direct or indirect actions taken to unduly influence

competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify a prospective proposer, vendor, subcontractor to vendor, service provider, respondent, proposer, offeror, lobbyist, consultant, or any agent of the proposer from both this current and any future consideration for participation in SFISD orders and contracts.

14. **Texas Public Information Act:** During the course of the selection process, the proposals submitted by prospective proposers are excepted from disclosure to the public under the Texas Public Information Act. However, upon the award of the Agreement, if any, the proposals, and all information submitted to the District may subject to disclosure to any person who makes a proper request for review of the documents. If a proposer believes that any information that it intends to include in its Proposal Response would contain proprietary, commercial, or other information that is privileged or confidential by statute or that the proposer believes may cause substantial competitive harm to the proposer's business if disclosed by the District to a third-party even after the award, the proposer should clearly and conspicuously mark that in its Proposal Response and the proposer may be entitled to protect this information at the time the request is made for disclosure. However, SFISD cannot guarantee that any such information is protected from disclosure, and the proposer would need to consult with its legal counsel to assure that this kind of information would be protected from disclosure. Wholesale marking of the entire Proposal Response as "Confidential" or "Proprietary" will not be effective.

15. **Proposal Instructions:** Prospective proposers should exercise particular care in reviewing the requirements for the Proposal Response and selection criteria set forth in this RFP (including the proposal submission instructions at the beginning of this RFP). As used in this RFP and the Agreement, the term "Proposal Response" means a proposer's sealed proposal offer package containing all the documents required in the RFP, including, without limitation, the signed Proposal Response Form (Attachment 1), a signed counterpart of the Agreement (Attachment 5) with the required information inserted, the cashier's check for the Earnest Money required under the RFP and the Agreement, the cashier's check for the Independent Consideration required under the RFP and the Agreement, the signed amendments/addenda to the RFP, if any, and the Required Forms (Attachments 2 through 4). If the Proposal Response is to be recommended and is thereafter accepted for the award of the Agreement by the SFISD Board, the completed and signed Required Forms will become part of the Proposal Response. The Proposal Response may be mailed, couriered, or hand delivered but must arrive at the SFISD Purchasing Department office, with the required cashier's checks for the Earnest Money and Independent Consideration, **no later than 2:00 p.m. CST on January 02, 2023** ("Proposal Deadline").

The following information is provided to further explain the proposal and sale process and requirements to submit an Eligible Proposal (see Section 16) for the Property.

Proposal Submission; Delivery. Proposers are to prepare and submit one (1) signed original, along with one (1) additional hard copy, of the Proposal Response. The Proposal Response containing the original signatures should clearly be marked "Original."

For mail, delivery service, or hand delivery, submit the original Proposal Response and hard copy in a sealed envelope to be received by SFISD on or before the Proposal Deadline to:

Santa Fe Independent School District
Attn: Purchasing Department
4133 Warpath
Santa Fe, Texas 77510
Phone: 409-925-9026

The following information must be clearly marked on the outside of the sealed envelope containing the Proposal Response:

**Request for Proposals (RFP) #22-23009
Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land**

Proposers are responsible for making certain his/her/its Proposal Response is delivered to the location noted in the foregoing instructions and other instructions in this RFP by the Proposal Deadline. If a Proposal Response package is misplaced due to an insufficient address or improper delivery, SFISD will bear no responsibility for the loss and will not accept the Proposal Response after the Proposal Deadline if it is found. Proposals received after the Proposal Deadline or received at SFISD in a location other than the location noted in the Proposal Instructions will not be considered for award and shall be returned unopened to the proposer. The time/date stamp clock used by the SFISD Purchasing Department for submitted Proposal Responses shall be the official time of receipt of the submittal.

Proposal Response Package. The Proposal Response package shall consist of, and each proposer shall complete and submit as a part of the Proposal Response, all of the items enumerated and described in this RFP **signed where indicated on the forms and, where applicable, notarized:**

1. Proposal Response Form (Attachment 1), completed, signed, and notarized.
2. Completed and signed Purchase and Sale Agreement (“Agreement”) (Attachment 5), which is a part of the Proposal Response by the proposer, with the following sections of the Agreement filled in and completed by the proposer:
 - a) In the first paragraph, fill in the official legal name of the proposer and, as applicable, either “individual” or the type of entity and state of organization;
 - b) Section 2.1 – insert the amount of the Purchase Price offered;
 - c) Section 4.3.A – insert name of proposer
 - d) Section 4.3.B – insert name of proposer
 - e) Fill in the name of proposer’s broker, if any, in Section 7.1 of the Agreement (if none, write “none”);
 - f) Insert the proposer’s name, address, and other contact information in Section 8.5 of the Agreement (and add name of and contact information for proposer’s attorney and/or designated persons to receive notices);
 - g) In Section 8.13, fill in the date that the proposer signs the Agreement.

h) On the signature page of the Agreement – Fill in name of the proposer after “Buyer:”; fill in any additional information (e.g. if limited partnership, name of general partner); sign the Agreement on the line below the “Buyer” entity name(s) (if no line, sign in space below “Buyer” entity name); and below the signature, print the name and title of person signing.

3. Submit as a part of the Proposal Response a cashier’s check for the earnest money under this RFP, which earnest money amount shall be Ten Thousand and No/100 Dollars (\$10,000.00) (“Earnest Money”). Also, submit a cashier’s check for the independent consideration, which is One Thousand and No/100 (\$1,000.00) (“Independent Consideration”). The Independent Consideration is for the right to terminate the Agreement during the Inspection Period and is in addition to the Earnest Money. Both the cashier’s check for the Earnest Money and the cashier’s check for the Independent Consideration are to be made payable to SFISD and should note the RFP number in the memo section or elsewhere on the checks. The Independent Consideration and Earnest Money will not earn interest while in the District’s possession.

4. Submit a signed copy the amendments/addenda, if any, issued under this RFP.

5. Complete, sign, and submit the forms found at Attachment 2, Attachment 3, and Attachment 4 of this RFP (“Required Forms”).

All of the requirements described herein shall be completed correctly, signed where indicated, and, where applicable, notarized, contained in the proposer’s Proposal Response submittal, and delivered to SFISD by the Proposal Deadline.

Proposed Changes to the Agreement. No changes will be accepted to the Agreement unless such changes that may be requested by the proposer are included in the Proposal Response, received by SFISD on or before the Proposal Deadline, agreed upon by SFISD, and ultimately reduced to writing and signed by both the District and the proposer. The District reserves the right to accept, reject, and or negotiate any proposed changes to the Agreement. Notwithstanding the foregoing, after acceptance of the Proposal Response and execution of the Agreement by SFISD, the parties may agree to any non-substantive changes to the Agreement as long as such changes would not affect the material terms of the Agreement or reflect any unfair advantage to one proposer over another. **Exceptions or changes to the Agreement that SFISD considers to be too general, unreasonable, or affecting essential terms, or any language to the effect that the proposer does not consider this RFP to be part of a contractual obligation, may reduce or eliminate the proposer’s prospects for award.**

Withdrawal. Proposers may request to withdraw a Proposal Response prior to the Proposal Deadline. Any such request must be made in writing at the same location designated for submission of Proposal Responses. If a proposer’s request to withdraw a Proposal Response is granted, the District will return the Proposal Response to the proposer unopened. Once the Proposal Deadline has passed, all Proposal Responses shall be deemed final, conclusive, and irrevocable, and no Proposal Responses shall be subject to withdrawal, correction, or amendment for errors or miscalculations by the proposer. All Proposal Responses shall remain fixed and binding on the proposer and open and valid for not less than ninety (90) days after the Proposal Deadline, and no

Proposal Response may be withdrawn for a period of ninety (90) days subsequent to the Proposal Deadline without the prior written consent of the Board of Trustees, Santa Fe Independent School District.

16. **Eligible Proposals:** SFISD will consider only Eligible Proposals when awarding the Agreement, if any. Proposal Responses that do not materially conform to proposal requirements to be an Eligible Proposal may be disqualified from consideration. A Proposal Response is considered eligible (an “Eligible Proposal”) if it complies with the requirements of and contains all of the information and documents described in this RFP, including, without limitation, Section 15; it is prepared on forms furnished by SFISD or as otherwise set forth herein; each document is manually signed by an authorized official of the company or individual submitting the Proposal Response, which person shall have the authority to bind the person or company; is delivered to the SFISD Purchasing Department by the Proposal Deadline; complies with the additional requirements set forth in the RFP; and forms submitted to SFISD as part of the Proposal Response show no felony conviction or other evidence of an issue that would require or permit SFISD to reject the Proposal Response. Additionally, to be an Eligible Proposal, if a proposer is awarded the Agreement, the proposer must submit the Required Forms (see Section 15); must have adequate financial resources to purchase the Property at Closing (as defined in the Agreement) or will have obtained such resources prior to Closing under the Agreement; and must be able to close on the Closing Date contained in the Agreement (unless otherwise agreed by the District in writing). The District will not consider financing the purchase of the Property and will accept only cash or other good funds acceptable to the Title Company at Closing (cashier’s check or wired funds). The District will not consider Proposal Responses that fail to meet the criteria for Eligible Proposals, including any Proposal Responses submitted without the required cashier’s checks for the Independent Consideration and Earnest Money.

17. **Form 1295:** If a Form 1295 is required by statute, prior to taking the recommended Proposal Response to the Board for consideration, SFISD will require the person with the highest ranked Eligible Proposal to submit evidence that the proposer has completed Form 1295 (Certificate of Interested Parties). The instructions for completing the 1295 form are set forth in Attachment 6. The proposer will be required to electronically complete and sign a 1295 form on the Texas Ethics Commission website, print out the form, and deliver a copy of the form to the SFISD Purchasing Department.

If SFISD requests a proposer to complete Form 1295, within forty-eight (48) hours from the date SFISD notified the proposer of the need for the Form 1295, the proposer must submit evidence to SFISD that the form has been completed. If the proposer fails to submit the required information to SFISD within such 48-hour period, SFISD may deem that Proposal Response not an Eligible Proposal and request the person with the second highest ranked Eligible Proposal to complete the Form 1295 with the process continuing until the proposer with the highest ranked Eligible Proposal complies with this requirement. If SFISD requests the next highest ranked proposer to complete the Form 1295, the proposer must submit evidence to SFISD within forty-eight (48) hours from the date SFISD notified that proposer of the need for the form that the form has been completed.

Confidentiality of Documents. To the extent permitted by law, documents submitted as part of the Proposal Response will be deemed confidential during the review and evaluation process, with the

exception of the names of the proposers and proposal amount. Proposal Responses will not be available for review by anyone other than SFISD or its designated agents. There shall be no disclosure of any proposer's information to a competing proposer prior to the acceptance of a Proposal Response and award of the Agreement. Following award of the Agreement, all Proposal Responses may become public documents (except for any information that is confidential under applicable law) and may be available for public viewing upon written request to SFISD.

18. Selection Process: Proposal Award; Best and Final Offer; Highest and Best Proposal: Selection Process and Proposal Award:

Review of Proposal Responses. All Proposal Responses will be reviewed to determine if they are Eligible Proposals and in conformity with the RFP requirements. Conforming Eligible Proposals will be evaluated, and the final Proposal Response selection will be subject to approval by the District's Board of Trustees. No final determination of the successful Proposal Response will be made until a thorough review of all Proposal Responses is conducted and completed. The final selection of the proposer who has submitted an Eligible Proposal representing the best value to the District and satisfied all the conditions in this RFP (including submission of the Required Forms) will be subject to approval by the SFISD's Board of Trustees.

Waiver of Minor, Non-Material Technicalities. Notwithstanding anything contained in this RFP, SFISD reserves the right to waive minor, non-material technicalities or irregularities in a Proposal Response so long as such technicality or irregularity does not relate to the amount of the Purchase Price offered or the terms of the Agreement and does not put any other proposer at a disadvantage or otherwise adversely affect the proposal process.

Evaluation Criteria for Award. The Agreement, if awarded, will be made to the proposer with the highest ranked Proposal Response representing the best value to the District based on the Evaluation Criteria below, whose Proposal Response is in compliance with the requirements set forth in this RFP and not determined to be ineligible, including all Required Forms (disclosing no information that would eliminate the proposer from consideration), meeting all other conditions set forth in this RFP, and including a proposal amount that is acceptable to SFISD.

Evaluation Criteria

1. Proposal amount offered for the Property 75 Points
(Taking into consideration the proposed Purchase Price and any other financial terms contained in the Proposal Response, including, but not limited to, any proposed changes to the allocation of costs, expenses, and liabilities in the Agreement, and whether the proposal amount is equal to or greater than the fair market value of the Property or satisfies an exception to the fair market value requirement under Chapter 272, Texas Local Government Code)

2. Acceptance of the Agreement 5 Points
(Taking into consideration the extent to which the Proposal

Response includes any proposed changes to the form of the Agreement attached to the RFP as Attachment 5, with preference given to Proposal Responses containing no proposed changes to the Agreement)

- | | |
|---|-----------|
| 3. The use to which the prospective purchaser will put the Property
(Taking into consideration the economic value of the proposed use of the Property to the District and the community, including, but not limited to, the long-term operational and ad valorem taxation impact of the sealed bid on the District, and whether the prospective purchaser's intended use of the Property will result in the Property benefitting the District and the community in ways other than economic) | 5 Points |
| 4. Proof of cash purchase or pre-approved financing.
(Taking into consideration proof provided by the proposers of a cash transaction or provide proof of pre-approved financing options) | 15 Points |

Total	100 Points
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SFISD RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSAL RESPONSES

Best and Final Offer. SFISD reserves the right to request proposers to submit a best and final offer or to request proposers to respond to a request for clarifications following the evaluation of initial Eligible Proposals. Either process may occur and will be at the sole discretion of the District. In the event that SFISD elects to request a best and final offer, it will notify the highest ranked proposers (up to a maximum of 5 proposers) in writing, request those proposers to submit their best and final offer and provide a deadline for such offers. Best and final offers must be submitted on forms required by SFISD in its notice and request for best and final offers.

Notification to Proposers. SFISD will notify all Proposers via electronic mail or U.S. Mail within fifteen (15) District business days after the proposal opening as to the status of their Proposal Response and whether the District will request the proposer to submit a best and final offer. No oral statements or verbal acknowledgement of the award to a particular proposer shall create a contractual obligation on the part of the District.

Disposition of Earnest Money and Independent Consideration. If the Proposal Response of a proposer is accepted and an Agreement is awarded to that proposer, the District will deposit the cashier's check for the Earnest Money to be applied toward the Purchase Price at Closing and will retain the Independent Consideration. If the Proposal Response is not accepted, the District will notify the proposer(s) that its/their Proposal Response(s) was/were not accepted and inform the proposer(s) regarding the process for return the proposer's check(s) for the Earnest Money and Independent Consideration.

EXHIBIT A

Description of the Property

A parcel of real property consisting of approximately 15.00 acres of land, more or less, legally described as 15.000 acres (653,398 square feet) of Land being a portion of Lots Twenty-Two (22) and Thirty-Five (35), of the G.W. L'Hommedieu Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 91, Page 207, and a portion of Lots Three Hundred Sixty-Four (364), Three Hundred Seventy-Five (375) and Three Hundred Seventy-Six (376), of Thaman's Second Subdivision, according to the map or plat thereof recorded in Volume 231, page 413, in the Office of the County Clerk of Galveston County.

SFISD Request for Proposals (RFP) # 22-23009
Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land ATTACHMENT 1

PROPOSAL RESPONSE FORM

Introduction

The Proposal Response is for the purchase of the surface estate of a parcel of land containing approximately 15.00 acres (as further described in the RFP) and consists of this Proposal Response Form (Attachment 1 of the RFP); the completed and signed Agreement (Attachment 5); the cashier's check for the Earnest Money; the cashier's check for the Independent Consideration; the signed amendments/addenda to the RFP, if any; and the completed and signed Required Forms, as further described in Section 15 of the RFP. All portions of the Proposal Response must be completed on forms provided by SFISD (except for the cashier's checks for the Earnest Money and the Independent Consideration). Note the RFP number in the memo section or elsewhere on the cashier's checks.

Please type or legibly 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.

A. Proposer's General Information

The Proposer must be a person or legal entity in existence on the date of submission of the Proposal Response. The name of the Proposer in this Proposal Response Form must be the same as the name of the Proposer in the Agreement (Attachment 5) and any additional documents that form the Proposal Response. The following information must be provided:

Name of Proposer:
Address:
Type of Organization:

(Individual, Partnership, Corporation, Association)

B. Contact Information for Proposer's Principal or Authorized Representative

Name and Title:
Address:
City/State/Zip:
Phone No:
Fax No:

Email Address: _____

C. Bank Reference 1.

Bank Name:
Address:
Phone:
Contact:

2. List and provide evidence of cash or pre-approved financing options to support the offer listed in proposer’s offered price for the property (“Purchase Price” in the Agreement).

D. Personal/Business References

Instructions: Provide at a minimum three (3) references that can verify your financial stability and capability to enter into a purchase of the magnitude and nature as required by this RFP. At his/her/its discretion, Proposer may provide additional references.

Name	Address	Contact Information Phone Number
------	---------	----------------------------------

- 1. _____
- 2. _____
- 3. _____

E. Proposer’s offered price for the Property (“Purchase Price” in the Agreement)

\$ _____

F. Use to which the Proposer intends to put the Property

G. Purchase and Sale Agreement

Attached as Attachment 5 is the form of the Purchase and Sale Agreement (“Agreement”) that is part of the Proposal Response and will comprise the Agreement between the Proposer and the District for the purchase and sale of the Property. The Agreement must be completed and signed by an authorized representative of the Proposer and submitted to SFISD as part of the Proposal Response package. To complete the Agreement, (a) in the first paragraph on the first page, fill in the blank with the official legal name of the Proposer and type of entity and state of organization; (b) fill in the amount offered for the Purchase Price in Section 2.1; (c) in Section 4.3.A, insert the name of the Proposer in the blank; (d) in Section 4.3.B, insert the name of the Proposer in the blank; (e) in Section 7.1, fill in the name of Proposer’s broker, if any, in the blank (if none, write “none”); (f) in Section 8.5, insert the Proposer’s name, address, and other contact information for notices (and add the name of and contact information for Proposer’s attorney and/or other designated persons to receive notices); and (g) in Section 8.13, fill in the date that the Proposer signs the Agreement. After completion of the information within the Agreement, on the signature page, fill in name of the Proposer after “Buyer:”; fill in any additional information (e.g., if limited partnership, name of general partner, etc.); an authorized representative of Proposer should sign the Agreement on the line below the “Buyer” entity name(s) (if no line, sign in space below “Buyer” entity name); and below the signature, print the name and title of the person signing.

Any proposed changes or exceptions to the form of the Agreement, which will be considered in the proposal evaluation award process, must be noted here (no changes or exceptions will be considered after the Proposal Response has been submitted):

H. Representations and Certifications – Proposal Certification

The person signing and making the verification below affirms that he or she is duly authorized to submit this Proposal Response and execute this Proposal Response Form on behalf of the Proposer; that this company, corporation, firm, partnership, or individual has not prepared this Proposal Response in collusion with any other person, firm, or entity making or considering making a Proposal Response to SFISD for this or any future District solicitations; and that the Proposer has not communicated about or discussed the contents of this Proposal Response with any employee, trustee, or agent of SFISD other than the SFISD Purchasing Department representatives and/or listing broker named in the RFP.

Firm:
Address:
City/State/Zip:

Phone No:
Fax No:
Email Address:
Typed Name:
Date:

I. Verification by Proposer

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 this Proposal Response is accepted, as of the date of closing on the purchase of the Property, except as otherwise set forth in the RFP and the Agreement, I will have conducted all due diligence and investigations I deem necessary or advisable and will have inspected the Property on which this Proposal Response is submitted to the extent I deem material. I further represent and warrant that I have read and understand the complete Request for Proposals (RFP) #22-23009, Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land, including all 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,” “WHERE IS,” and “WITH ALL FAULTS,” without any representations, warranties, covenants, or guarantees from SFISD 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 the RFP, Proposal Response, and this document. I further represent that I am not relying upon any representation, warranty, covenant, statement, guarantee, or other assertion of the Santa Fe Independent School District, or any trustee, agent, consultant, representative, or employee of SFISD. Further, I represent that I am legally authorized to sign this Proposal Response on behalf of the Proposer and have the authority to sign any other documents relating to the purchase and sale of this Property and bind the Proposer to the terms thereof. The foregoing representations and all material terms and conditions of Request for Proposals (RFP) #22-23009, Sale of Santa Fe ISD Surplus Real Property - 15.00 Acres of Land, shall survive award of the Proposal Response, if any, to the undersigned Proposer and execution of the Purchase and Sale Agreement.

NAME OF PROPOSER: _____

By: _____ Date: _____
(Signature)

Printed Name: _____

Title:

Sworn to and subscribed before me on this _____ day of _____,
2022, by _____ of _____
_____.

(Notary)

(Commission expires)

SFISD Request for Proposals (RFP) # 22-23009
Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land

ATTACHMENT 2
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

NOTE: When completing this Questionnaire, please be certain to answer each and every question; check the applicable boxes; and indicate "Not Applicable" if and where appropriate. Please sign and date.

**SFISD Request for Proposals (RFP) #22-23009
Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land**

**ATTACHMENT 3
FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This Notice is Not Required of a Publicly Held Corporation

Proposer’s Name:

Authorized Company Official’s Name (Printed):

A. Proposer is a publicly held corporation. Therefore, this reporting requirement is not applicable.

Yes No

B. Proposer is not owned or operated by anyone who has been convicted of a felony:

Yes No

C. Proposer is owned or operated by the following individual(s) who has/have been convicted of a felony:

Yes No

Name of Felon(s):

Details of Conviction(s):

I, the undersigned agent for the Proposer named above, certify that I have reviewed the information concerning notification of felony convictions and the foregoing information is true and correct to the best of my knowledge.

SFISD Request for Proposals (RFP) #22-23009
Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land

Signature of Company Official:

Date:

NOTE: When completing this Questionnaire, please be certain to answer each and every question; check the applicable boxes; and indicate "Not Applicable" if and where appropriate. Please sign and date.

ATTACHMENT NO. 4
NON-COLLUSION AFFIDAVIT

By submission of this Proposal, the undersigned certifies that:

- A. This Proposal Response has been independently arrived at without collusion with any other proposer or with any other competitor;
- B. This Proposal Response has not been knowingly disclosed and will not be knowingly disclosed, to any other proposer or competitor or potential competitor, prior to the opening of the Proposal Responses for this solicitation.
- C. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a Proposal Response.
- D. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Proposer as well as to any other person signing on the Proposer's behalf.

Authorized Agent (Print Name)

Date

Signature

Proposer Name

Proposer Address

SFISD Request for Proposals (RFP) #22-23009

Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land

Sworn to and subscribed before me on this _____ day of _____, 2022, by _____ of _____.

(Notary)

(Commission expires)

ATTACHMENT 5

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between **SANTA FE INDEPENDENT SCHOOL DISTRICT**, an independent school district created under the laws of the State of Texas, ("Seller"), and _____, a

[individual or type of entity] ("Buyer"), effective as of the Effective Date, which is the date the Title Company receipts the fully executed Agreement, together with the Earnest Money, after the Seller’s Board of Trustees accepts the Buyer’s Proposal Response. The Seller and Buyer shall be referred to herein individually as "Party" and collectively as "Parties."

ARTICLE I.

Agreement for Purchase and Sale

1.1 Upon the terms and conditions contained in this Agreement, including payment of the Purchase Price to Seller by the Buyer, Seller agrees to convey to Buyer by the Deed, as defined in herein, and Buyer agrees to purchase from Seller the surface estate only of a parcel of land containing approximately 15.00 acres, as more particularly described on Exhibit A, attached hereto and incorporated herein, ("Land") together, but without warranty, with Seller’s right, title, and interest, if any, in and to (i) any improvements located thereon or thereunder; and (ii) any easements, tenements, hereditaments, privileges, rights-of-way, adjacent streets and alleys, adjacent strips and gores, and appurtenances benefitting such Land (collectively, the Land and the rights and interests in clauses (i) and (ii) are referred to herein as "Property"). Notwithstanding the foregoing, the Property does not include, and the Seller retains any and all rights to the oil, gas, and other minerals and mineral interests (collectively, "Minerals") relating to the Property. The purchase and sale of this Property is pursuant to SFISD Request for Proposals (RFP) #22-23009, Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land, issued by the Seller, which is hereby incorporated by reference herein for all purposes. The Buyer submitted a Proposal Response (as defined in the RFP), which if and when accepted by the Seller’s Board of Trustees, becomes part of this Agreement, which must be countersigned by the Seller’s authorized representative to be effective.

1.2 Property Conveyed "AS IS". As a material part of the consideration by Buyer, without which Seller would not agree to sell the Property to the Buyer, Buyer agrees to take the Property "AS IS" as follows:

SFISD Request for Proposals (RFP) #22-23009
Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land

- A. DISCLAIMER OF REPRESENTATIONS, WARRANTIES, COVENANTS, AND GUARANTEES BY SELLER. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, EXCEPT FOR THE LIMITED WARRANTY OF TITLE TO THE LAND SET FORTH IN THE DEED DELIVERED TO BUYER BY SELLER AT CLOSING, IT IS UNDERSTOOD AND AGREED THAT SELLER HAS NOT MADE AND IS NOT MAKING, AND SELLER SPECIFICALLY DISCLAIMS AND BUYER WAIVES, ANY REPRESENTATIONS, WARRANTIES, COVENANTS, OR GUARANTEES OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING UNDER SECTION 5.023 OF THE TEXAS PROPERTY CODE (OR ITS SUCCESSOR), ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY OR ANY CONDITION THEREOF OR THEREON, INCLUDING, BUT NOT LIMITED TO,

REPRESENTATIONS, WARRANTIES, COVENANTS, OR GUARANTEES AS TO THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY OR OTHER ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES; DRAINAGE AND SOIL CONDITIONS; ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT; THE VALUE OR INCOME POTENTIAL OF THE PROPERTY; COMPLIANCE WITH ANY PLANS AND SPECIFICATIONS; SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF ANY IMPROVEMENT(S); THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT, OR FUTURE FEDERAL, STATE, OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; AND/OR THE HABITABILITY OR MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE.

- B. SALE "AS IS". OTHER THAN THE LIMITED WARRANTY OF TITLE TO THE LAND SET FORTH IN THE DEED DELIVERED TO BUYER BY SELLER AT CLOSING, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION, WARRANTY, COVENANT, OR GUARANTEE OF SELLER OR ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS, WARRANTIES, COVENANTS, OR GUARANTEES HAVE BEEN MADE. ACKNOWLEDGING SELLER'S DISCLOSURE OF THE PRESENCE OF ASBESTOS, MOLD, AND OTHER POTENTIALLY ADVERSE CONDITIONS ON OR WITHIN THE PROPERTY KNOWN TO SELLER AND BUYER'S OPPORTUNITY TO INSPECT THE PROPERTY AND ANY IMPROVEMENTS THEREON, BUYER AGREES THAT IT WILL RELY SOLELY UPON ITS OWN INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AND IMPROVEMENTS THEREON IN EVALUATING THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY SUBSTANCES OR CONDITIONS ON OR DISCHARGED FROM THE PROPERTY AND IN DETERMINING WHETHER THE PROPERTY IS SUITABLE FOR PURCHASE BY BUYER. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM BUYER, ITS SUCCESSORS OR ASSIGNS MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE "AS IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS, OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. BUYER HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS, AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER SHALL ACCEPT THE PROPERTY AT THE TIME OF CLOSING IN THE SAME CONDITION AS THE SAME IS AS OF THE EFFECTIVE DATE, AS SUCH CONDITION SHALL HAVE CHANGED BY REASON OF NORMAL WEAR AND TEAR. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION 1.2 ARE AN INTEGRAL PART OF THIS AGREEMENT AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT SUCH PROVISIONS.

ARTICLE II.

2.1 **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property is _____ (\$_____) (“Purchase Price”), to be paid in cash or other good funds at Closing, as defined in Section 5.1. The Purchase Price will not be adjusted per the final Survey (or New Survey, if any).

2.2 **Independent Consideration.** Contemporaneously with Buyer's submittal of its Proposal Response, Buyer delivered to Seller a cashier's check made payable to the Seller for the sum of One Thousand and No/100 Dollars (\$1,000.00) (“Independent Consideration”). The Independent Consideration is for Buyer's right to terminate the Agreement during the Inspection Period under the conditions set forth in Section 4.2. The Independent Consideration is in addition to and independent of all other consideration provided in this Agreement and is nonrefundable in all events (except in the event that the Seller does not award the Agreement to the Buyer).

2.3 **Earnest Money.** Contemporaneously with Buyer's submittal of its Proposal Response, Buyer delivered to Seller a cashier's check made payable to the Seller for the sum of Ten Thousand and No/100 Dollars (\$ 10,000.00) (“Earnest Money”) to serve as earnest money for this Agreement. During the Inspection Period, the Earnest Money shall be fully refundable to the Buyer. If the purchase and sale under the Agreement is consummated in accordance with the terms and provisions hereof, at Closing, the Earnest Money shall be applied by the Title Company as partial payment of the Purchase Price due at the Closing. In all other events, the Earnest Money shall be disposed of by the Title Company as provided in this Agreement.

ARTICLE III.

Title and Survey

3.1 **Title Commitment; Title Policy.** Buyer acknowledges that prior to submitting a Proposal Response to purchase the Property, Buyer was provided a copy or was permitted to review a title report for the Property issued by South Land Title Guaranty Company (“Title Company”). Buyer, at its cost, may elect to obtain a title policy (“Title Policy”) as Buyer may request from the Title Company based on the Title Report.

3.2 **Survey.** Buyer acknowledges that prior to submitting a Proposal Response to purchase the Property, Buyer was provided a copy or was permitted to review the boundary survey of the Property prepared by Douglas W. Turner, Registered Professional Land Surveyor Surveying dated June 05, 2008 (“Survey”). If Buyer chooses to update the Survey or obtain a new survey of the Property (each, a “New Survey”), such New Survey will be obtained at Buyer's sole cost and expense within thirty (30) days after the Effective Date (Buyer shall be deemed to receive the New Survey, if any, upon the earlier of Buyer's actual receipt of the New Survey or the foregoing deadline). If the Buyer obtains a New Survey, the New Survey must be a true, correct, and accurate representation of the Property; set forth the number of total acres and square feet comprising the Property with a metes and bounds description thereof; reference the Title Company and Title Commitment file number for the Property and indicate whether the exceptions contained in Schedule B of the Title Commitment do or do not apply to the Property; and contain a certification specifically to Buyer, Seller, and Title Company in a form reasonably satisfactory to Buyer and Seller.

3.3 Review of the Survey and Title Commitment by Buyer. Buyer shall have fifteen (15) days following the latter of the Effective Date or Buyer's receipt of the last of the Title Commitment, any instruments referenced in the Title Commitment, or the Survey (or New Survey, if any) ("Title Objection Period") to review the Title Commitment, instruments referenced in the Title Commitment, and the Survey or, if applicable, the New Survey, and to deliver to Seller in writing such objections as Buyer may have to anything contained in or created by any of the foregoing (collectively, the "Title Objections"). Except for any items listed on Schedule C of the Title Commitment, any such items to which Buyer does not object within the Title Objection Period shall be deemed to be Permitted Exceptions. Notwithstanding the foregoing provisions of this Section 3.3, Buyer may, but need not list as Title Objections any mortgage, deed of trust, or other lien affecting the Property that appear on Schedule C ("Monetary Liens"). The Monetary Liens will be considered Title Objections. If Buyer delivers written notice of Title Objections to Seller in accordance with this Section 3.3, Seller shall have a period of twenty (20) days following Seller's receipt of Buyer's Title Objections ("Cure Period") in which Seller, at Seller's option, may undertake to eliminate or satisfy the Title Objections to the satisfaction of Buyer. If Seller is unable or unwilling to cure any of said Title Objections, Seller shall deliver to Buyer written notice thereof ("Title Notice") prior to the expiration of the Cure Period. If Seller delivers the Title Notice to the Buyer, fails to deliver the Title Notice, or otherwise fails to cure the Title Objections prior to the expiration of the Cure Period, Buyer may, within ten (10) days following the expiration of the Cure Period, either (a) provide written notice that it waives its Title Objections and accepts title to the Property subject to the Title Commitment, exceptions, and Survey (or New Survey, if any) as delivered; or (b) terminate this Agreement. Failure of Buyer to make an election within such ten (10) day period shall be deemed an election by Buyer under option (a) above. Should Buyer elect, or be deemed to have elected, option (a) above, this Agreement shall remain in full force and effect and, provided the purchase and sale of the Property closes as provided herein, Buyer shall take the Property subject to any uncured Title Objections (except for the Monetary Liens) which shall then be deemed additional Permitted Exceptions. The term "Permitted Exceptions" as used in this Agreement shall mean those exceptions or conditions that are acceptable to Buyer or deemed to be acceptable if waived in accordance with this Section 3.3 including, without limitation, (i) restrictive covenants affecting the Property; (ii) any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements (unless Buyer elects to purchase the boundary deletion endorsement to the Title Policy, in which case, the exception will be amended to "Shortages in area"); (iii) taxes for the current and subsequent years, and subsequent assessments for prior years due to a change in land usage or ownership; (iv) existing building and zoning codes and ordinances; (v) rights of parties in possession (unless Buyer elects to pay an inspection fee to remove such exception); (vi) any covenants, conditions, reservations, exceptions, and easements that are all visible and apparent or that may appear in Schedule B of the Title Commitment or otherwise are filed in the public records of Galveston County, Texas that were not cured before Closing; (vii) all oil, gas and mineral conveyances; (viii) leases, if any, whether or not appearing on Schedule B of the Title Commitment; (ix) liens created or assumed by Buyer as security for the sale consideration; and (x) any other matter affecting the Property in effect and shown of record in the Real Property or other records in the county clerk's office where the Property, or any part thereof, is located, or that a current inspection or survey of the Property would reveal.

ARTICLE IV.

Inspection of the Property

4.1 Inspection of the Property. Buyer acknowledges that prior to submitting a Proposal Response to purchase the Property, Buyer was provided the opportunity to enter the Property to inspect the Property and conduct investigations Buyer deemed necessary or advisable. Notwithstanding the foregoing, Buyer shall have from the Effective Date until 5:00 p.m. Central Standard Time on the date that is sixty (60) days after the Effective Date ("Inspection Period") to conduct whatever tests, inspections, reports, and other due diligence (individually and collectively, "Investigations") Buyer elects to make to determine whether the Property is suitable for Buyer's use. All Investigations shall be made at Buyer's sole cost, expense, and liability. Commencing on the Effective Date, Seller grants to the Buyer and its contractors the right to enter the Property, at reasonable times and at Buyer's sole expense, to conduct any non-invasive Investigations and prepare a New Survey if Buyer so elects. All Investigations shall be conducted in a good and workmanlike manner and in conformity with all applicable governmental and industry standards. Notwithstanding the foregoing, Buyer may not conduct any subsurface testing or tests or inspections or other invasive Investigations without the prior written consent of the Seller, which consent may be withheld in Seller's sole discretion. Additionally, Buyer shall give at least twenty-four (24) hours prior written notice to the Seller before entering the Property. Buyer shall and shall cause its contractors who enter the Property to defend, indemnify and hold the Seller harmless and carry insurance as set forth in Section 4.3. Buyer shall be liable for any contractor's failure to carry the required insurance. Buyer shall pay contractors for all services when due and shall not permit any liens to be placed on the Property. After completion of the Investigations, Buyer shall, upon Seller's request, provide to Seller copies of any and all assessments, evaluations, reports, and other documents that relate to or are connected with the Investigations, including any reports and documents created and prepared as part of any environmental inspection. Following the Investigations, Buyer shall ensure that the Property is restored as nearly as possible to its condition on the Effective Date. The provisions of and the obligations of the Buyer under this Section 4.1 specifically shall survive the Closing or the earlier termination of this Agreement.

4.2 Notice of Termination During Inspection Period. In the event that Buyer determines that the Property is unsuitable due to its condition, Buyer may terminate this Agreement so long as Buyer provides written notification of termination of this Agreement under this Section 4.2 to Seller (the "Termination Notice") on or before 5:00 p.m. CST of the last day of the Inspection Period ("Termination Deadline"). In the event that Buyer has provided the Termination Notice to Seller on or before the Termination Deadline, Buyer shall be entitled to a full refund of its Earnest Money (but not the Independent Consideration) and neither Party shall have any further right, obligations, or liabilities hereunder, other than those provisions hereof that expressly survive any such termination. If Buyer fails to provide the Termination Notice by the Termination Deadline, this Agreement shall remain in full force and effect, the Earnest Money shall become non-refundable to Buyer, and the Parties shall proceed to Closing.

4.3 INDEMNIFICATION.

A. INDEMNIFICATION BY BUYER. BUYER SHALL AND HEREBY AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY SANTA FE INDEPENDENT SCHOOL DISTRICT, ITS PAST, PRESENT, AND FUTURE, TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND LOSSES (INCLUDING ATTORNEY'S FEES AND COSTS OF SUIT) OF THE INDEMNIFIED PARTIES AND ANY THIRD PARTIES THAT ARISE OUT OF, RESULT FROM, OR RELATE TO BUYER'S, ITS EMPLOYEES', CONTRACTORS', OR AGENTS' ENTRY UPON THE PROPERTY OR PERFORMANCE OF THE INVESTIGATIONS OR RESTORATION OF THE

PROPERTY UNDER THIS AGREEMENT, EVEN IF THE INDEMNIFIED PARTIES ARE ALLEGED TO BE NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE, OR STATUTORILY LIABLE.

B. INDEMNIFICATION BY CONTRACTORS. ADDITIONALLY, THE BUYER SHALL INCLUDE IN ALL CONTRACTS WITH ITS CONTRACTORS WHO ENTER THE PROPERTY THE FOLLOWING LANGUAGE: "CONTRACTOR SHALL AND HEREBY AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY SANTA FE INDEPENDENT SCHOOL DISTRICT, ITS PAST, PRESENT, AND FUTURE TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND LOSSES (INCLUDING ATTORNEY'S FEES AND COSTS OF SUIT) OF THE INDEMNIFIED PARTIES AND ANY THIRD PARTIES THAT ARISE OUT OF, RESULT FROM, OR RELATE TO CONTRACTOR'S ENTRY UPON THE PROPERTY OR PERFORMANCE OF THE INVESTIGATIONS OR RESTORATION OF THE PROPERTY UNDER THE PURCHASE AND SALE AGREEMENT BETWEEN SANTA FE INDEPENDENT SCHOOL DISTRICT AND _____ [INSERT BUYER'S NAME], EVEN IF THE INDEMNIFIED PARTIES ARE ALLEGED TO BE NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE, OR STATUTORILY LIABLE."

The indemnifications in Section 4.3(A) and 4.3(B) must be enforceable under applicable Texas law. Before Buyer or its contractors enter the Property, Buyer shall and shall cause its contractors to, during the pendency of this Agreement and for six (6) months after the Closing or earlier termination of this Agreement: (a) carry general liability insurance, property insurance, and automobile liability insurance, issued by a company authorized to do business in the State of Texas, in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate, or such other amount approved by the Seller in writing, to cover its entry upon the Property, performance of the Investigations, restoration of the Property, and indemnification of the Seller; (b) name the Seller as additional insured; and (c) provide a Certificate of Insurance ("Certificate") and a copy of any endorsements and its insurance policy or policies to the Seller for review. The Certificate shall not contain any statement that it is for information purposes only or that the Certificate holders may not rely on it or that it does not alter the terms of the policy. No Certificate shall exclude from coverage the negligence or sole negligence of the Certificate holder or restrict coverage only to the negligence or sole negligence of the insured. No contractor shall be permitted to conduct any Investigations on the Property until such contractor has complied with the foregoing requirements. Buyer's and its contractors' release and indemnification of the Seller shall each survive the Closing or the earlier termination of this Agreement.

ARTICLE V.

Closing

5.1 **Date and Place of Closing.** The term "Closing," as used in this Agreement, shall mean the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Agreement. The Closing Date will be fifteen (15) days after the expiration of the Inspection Period, or at such earlier time as may be mutually agreed upon in writing by Seller and Buyer.

5.2 **Closing Deliveries.**

A. At the Closing, Seller shall deliver: (1) the deed in the form attached hereto as Exhibit B ("Deed"), to be executed by the Seller at Closing, conveying title to the Buyer and subject to the matters set forth

therein and taxes and assessments, which will be assumed by Buyer; (2) an executed closing statement setting forth the purchase price with any credits and adjustments as provided under this Agreement; and (3) a certificate required under Section 1445 of the Internal Revenue Code.

B. At the Closing, Buyer shall deliver: (1) the Purchase Price plus any adjustments for Closing or other costs as set forth in this Agreement or imposed by Buyer's lender, if any, in good funds acceptable to the title company; (2) an executed counterpart of the Deed; and (3) an executed counterpart of the closing statement.

C. Both Parties also will deliver to the Title Company any other documents that the Title Company reasonably may require to close the transaction and issue the Title Policy in the standard Texas form.

5.3 **Taxes.** Current taxes, if any, shall be prorated through the Closing Date, and Buyer assumes and agrees to pay the same. Buyer shall be solely responsible for any and all ad valorem taxes and assessments assessed for the Property following Closing, whether or not such taxes and assessments are attributable to the period of time prior to or after the Closing Date. Seller, as a governmental entity, is tax exempt and shall not be liable for any subsequent taxes or assessments for periods preceding Closing due to change in land usage or ownership (rollback taxes).

5.4 **Possession.** Possession of the Property shall be delivered to Buyer at Closing and funding of the Purchase Price.

5.5 **Costs.** In connection with this Agreement and the transaction contemplated hereunder, Seller is responsible for the following costs and expenses only: releases of Monetary Liens, current taxes, if any, prorated through the date of Closing, the cost to cure any Title Objections Seller elects to cure, preparation of the Deed, any real estate commissions owed to Seller's Broker, and Seller's attorney's fees. All other costs and expenses associated with this Agreement and the transaction contemplated hereunder shall be the sole responsibility of Buyer, including, but not limited to, the costs and expenses for which Buyer is expressly responsible pursuant to the terms of this Agreement and all costs of Closing, including the recording of the Deed.

ARTICLE VI.

Defaults and Remedies

6.1 **Seller's Defaults.**

A. Seller shall be deemed to be in default if Seller shall fail to meet, comply with, or perform any covenant, agreement, or obligation on Seller's part required in this Agreement, provided all conditions precedent to Seller's performance have been fully satisfied.

B. In the event Seller shall be deemed to be in default, Buyer shall transmit written notice specifying the alleged default to Seller, and Seller shall have ten (10) days from date of receipt of such notice to cure such default. Should Seller fail to timely cure such default, Buyer may, as its sole and exclusive remedy, terminate this Agreement and, except for any obligations that specifically survive the Closing or earlier termination of this Agreement, the Parties shall be excused from further performance of their obligations

hereunder, and upon written notice by Buyer to Seller and the Title Company, the Earnest Money, and any interest thereon, but not the Independent Consideration, will be returned to Buyer as liquidated damages ("Liquidated Damages").

C. Under no circumstances shall Seller be liable to Buyer for specific performance or for any direct, consequential, or other type of damages, except as for the Liquidated Damages set forth in Section 6.1(B), whether the same are contemplated hereby or not. None of Seller's signatories, other affiliated persons named in this Agreement, or individuals affiliated with Seller shall have any personal liability or personal obligation of any kind whatsoever for any matter or issue relating to this Agreement, the Property, or the subject transaction, and only the Seller entity identified herein shall bear any obligations or liabilities under this Agreement and then only to the extent expressly set forth herein, and as permitted by law. The limitations on liability contained in this Section are in addition to, and not in limitation of, any limitation of liability applicable to Seller provided in any other provision of this Agreement or by law or by any other contract, agreement, or instrument.

6.2 **Buyer's Defaults.**

A. Buyer shall be deemed to be in default if (i) Buyer shall fail to meet, comply with, or perform any covenant, agreement, or obligation on Buyer's part required in this Agreement, provided all conditions precedent to Buyer's performance have been fully satisfied, and such failure is not cured within ten (10) days after Buyer's receipt of written notice specifying the alleged default, or (ii) Buyer shall fail to close on this transaction and/or fail to deliver, at the Closing, the items required to be delivered by Buyer to Seller for any reason other than a default by Seller.

B. In the event Buyer shall be deemed to be in default under Section 6.2(A)(i) above, Seller may, in its sole discretion, pursue any remedy at law or in equity, and in the event Buyer shall be deemed to be in default under Section 6.2(A)(ii) above, Seller may, in its sole discretion: (x) seek specific performance, or (y) terminate this Agreement, whereupon Seller shall be entitled to the Earnest Money, and any interest thereon, which shall be considered liquidated damages, and the Title Company shall deliver such Earnest Money to Seller on receipt of written notice from Seller that Buyer has defaulted (the notice need not be accompanied by any other document or consent of any other Party, it being agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default and not a penalty).

ARTICLE VII.

Brokerage Commission

7.1 Brokerage and Commission. Seller represents to Buyer that Seller has not entered into an agreement with a licensed real estate broker in the State of Texas to represent Seller in the sale of the Property. Seller shall be responsible for any real estate commissions owed to any Seller's Broker should Seller choose to engage a Broker at a later date. Buyer represents to Seller that Buyer has entered into an agreement with _____, a licensed real estate broker in the State of Texas, ("Buyer's Broker") to represent Buyer in the purchase of the Property. Buyer shall be responsible for real estate commissions

owed to Buyer's Broker. EACH PARTY AGREES TO AND HEREBY DOES, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL CLAIMS OF ANY AGENTS, BROKERS, FINDERS, OR SUCH OTHER PARTIES CLAIMING BY, THROUGH, OR UNDER THE INDEMNIFYING PARTY, WHICH INDEMNITY SHALL EXPRESSLY SURVIVE CLOSING OR THE EARLIER TERMINATION OF THIS CONTRACT.

ARTICLE VIII.

Miscellaneous

8.1 References. All references to "Article", "Articles", "Section", or "Sections" contained herein are, unless specifically indicated otherwise, references to articles and sections/paragraphs of this Agreement.

8.2 Exhibits. All references to "Exhibits" contained herein are references to exhibits attached hereto, all of which are made a part of this Agreement for all purposes.

8.3 Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

8.4 Number and Gender of Words. Whenever the singular number is used herein, the same shall include the plural where appropriate and words of any gender identification shall include each other gender identification where appropriate.

8.5 Notices. All notices, demands and requests and other communications required or permitted hereunder shall be in writing and shall be sent by (a) prepaid postage, registered or certified mail, return receipt requested; (b) by nationally recognized overnight courier with receipt confirmation or tracking services; (c) by hand delivery; or (d) by electronic transmission (including electronic mail) confirmed with delivery and read receipts; and shall be deemed to be delivered (i) three (3) Business Days after being deposited in a domestic postal depository of the United States Postal Service if sent by prepaid postage as provided in clause (a) above; (ii) the next Business Day after deposit with a nationally recognized overnight courier (with receipt confirmation or tracking services) prior to such courier's overnight delivery deadline for the day of deposit (and the next Business Day after the day following the day of deposit if deposited after such courier's overnight delivery deadline for the day of deposit); (iii) the same day of being sent by electronic mail and confirmed with delivery and read receipts; or (iv) when delivered with evidence of delivery, if sent by hand delivery. Buyer's and Seller's respective addresses for purposes of this Agreement, and to which all notices required hereunder shall be sent, are as follows:

If to Seller: Santa Fe Independent School District
Attn: Kevin Bott, Superintendent
4133 Warpath
Santa Fe, Texas 77510
Telephone: 409-925-3526
Email: Kevin.Bott@sfsd.org

With copy to: Karczewski, Bradshaw, Spalding, LLP

Attn: Angela Tekell
3700 Buffalo Speedway, Suite 560
Houston, Texas 77098
Telephone: (254)776-5095
Email: atekell@kbslawgroup.com

If to Buyer:

Facsimile:
Telephone:
Email:

With a copy to:

Facsimile:
Telephone:
Email:

Either Party hereto may change its address for notice by giving five (5) Business Days prior written notice thereof to the other Party.

8.5 Governing Law. This Agreement is executed, delivered, and intended to be performed in Santa Fe, Galveston County, Texas, and the laws of the State of Texas, without regard to its conflict or choice of law provisions, shall govern the validity, construction, enforcement, and interpretation of this Agreement and the transaction contemplated herein. Proper venue for any action arising under or relating to the Agreement shall be in the State or district courts of Galveston County, Texas and the federal courts of the Southern District of Texas.

8.6 Entirety and Amendments. This writing, including any Exhibits and other documents incorporated by reference herein, embodies the entire Agreement between the Parties and supersedes all prior oral and written agreements and understandings, if any, relating to the Property and any subject matter contemplated herein, and may be amended or supplemented only by an instrument in writing properly executed by the Party against whom enforcement is sought. No employee, agent, or representative of Seller has any authority whatsoever to make any reference, representation, or agreement not contained in this Agreement and only the references, representations, and/or agreements contained in this Agreement shall be binding upon Seller or in any way affect the validity of any part of this Agreement. Buyer acknowledges that no representations have been made by Seller or any of Seller's employees, agents, or representatives other than as expressly set forth in this Agreement.

8.7 Invalid Provisions. If any provision of this Agreement, except the provisions relating to Seller's obligation to convey the Property and Buyer's obligation to pay the Purchase Price, the invalidity of either of which shall cause this Agreement to be null and void, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed

and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

8.8 WAIVER OF CONSUMER RIGHTS. BY EXECUTING THIS CONTRACT, BUYER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF BUYER'S OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

8.9 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns. Buyer may not assign this Agreement or Buyer's rights hereunder. Execution hereof by Buyer alone shall constitute only an offer to purchase. After the execution by Buyer and delivery of an executed copy hereof to Seller, this document shall only become a binding Agreement (subject to the provisions of this Agreement) upon the proper execution of this Agreement by an authorized representative of Seller following acceptance of the Buyer's Proposal Response by Buyer's Board of Trustees at a duly called meeting in accordance with the Texas Open Meetings Act and the Seller's delivery of the fully-executed Agreement to the Title Company with a copy to Buyer.

8.10 Time is of the Essence. The obligations and undertakings of the Parties hereto shall be performed within the time specified, and failure to perform within such time shall constitute an event of default on the part of the Party that fails to so perform.

8.11 No Merger. The covenants, agreements, provisions, warranties, and representations contained in this Agreement, specifically including Article I, Section 4.1, Section 5.3, and Section 7.1, shall not merge with the Closing documents, but shall survive such Closing.

8.12 Multiple Counterparts; Electronic Signatures. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. A copy of this Agreement signed by the Parties and other documents required under this Agreement may be transmitted by, and the Parties agree to receive the executed Agreement and other documents, via electronic mail (including email PDF).

8.13 This Agreement is executed by Buyer on _____, 2023, and shall constitute an offer that may be accepted only by all of the following (a) acceptance of the Buyer's Proposal Response by Buyer's Board of Trustees at a duly called meeting in accordance with the Texas Open Meetings Act; (b) subsequent proper execution of this Agreement by the authorized representative of Seller; and (c) Seller's delivery of a fully executed original of this Agreement to the Title Company with a copy to Buyer. Buyer acknowledges that Seller has no obligation to accept this offer, or any other offer to purchase the Property. If Seller should accept this offer, Buyer acknowledges that Seller may negotiate with and accept back up contracts from third parties at any time.

8.14 Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of Seller, its trustees, officers, employees, agents, or

representatives as a result of the execution of this Agreement or performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, employee, agent, or representative of Seller.

8.15 Time is of the essence in this Agreement. The Parties require strict compliance with the times for performance. If the last day to perform under a provision of this Agreement falls on a Saturday, Sunday, legal holiday, or a day on which Seller’s administrative offices are closed, the time for performance is extended until 5:00 p.m. CST on the next day which is not a Saturday, Sunday, legal holiday, or day on which Seller’s administrative offices are closed.

THIS CONTRACT RAISES LEGAL ISSUES THAT BUYER MAY CHOOSE TO HAVE REVIEWED BY AN ATTORNEY.

SELLER:

SANTA FE INDEPENDENT SCHOOL DISTRICT

By: _____

Kevin Bott, Superintendent

Date Executed: _____

BUYER:

By:

Name:

Title:

Date Executed: _____

TITLE COMPANY RECEIPT

The undersigned Title Company acknowledges receipt of an original executed copy of this Agreement on the _____ day of _____, 2022.

TITLE GUARANTY COMPANY

By: _____

Name:

Title: _____

**EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT**

FORM OF THE DEED

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS	}	
	}	NOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON	}	

That, **SANTA FE INDEPENDENT SCHOOL DISTRICT** ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, acting herein pursuant to the resolution of the Board of Trustees of Grantor passed as of the ___day of _____, 2023, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto _____ ("Grantee"), the surface estate of a parcel of land containing approximately 15.00 acres as more particularly described on the attached Exhibit A ("Land") together, but without warranty, with Grantor's right, title, and interest, if any, in and to (i) any improvements located thereon or thereunder; and (ii) any easements, tenements, hereditaments, privileges, rights-of-way, adjacent streets and alleys, adjacent strips and gores, and appurtenances benefitting such Land (collectively, the Land and the rights and interests in clauses (i) and (ii) are referred to herein as "Property").

Reservations and Exceptions

This conveyance is made by Grantor subject to, and Grantee accepts and assumes all obligations under, all encumbrances, restrictions, easements, conditions, covenants, and conveyances or exceptions to title set forth in herein, in Exhibit B attached hereto and incorporated herein for all purposes, in the Official Public Records of Galveston County, Texas, and those visible or apparent on the ground, applicable to and enforceable against the Property ("Permitted Exceptions").

Grantor excepts from this conveyance and reserves unto Grantor, its successors and assigns, all the oil, gas, sulfur, and other minerals (whether similar or dissimilar) in, on, under and that may be produced from the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) without, however, any rights of ingress and egress on or above the surface of the Land

for exploring for, mining, drilling for, developing, producing, removing, storing, processing, treating, and transporting such oil, gas, sulfur or other minerals, which rights of ingress and egress and use of the surface are hereby expressly waived; provided, however, nothing herein shall preclude the exploring for, mining, drilling for, developing, producing and removing oil, gas, sulfur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or unitized or pooled operations with the well and all surface equipment located off the Property. (The exception and reservation contained in this paragraph is herein referred to as the "Mineral Reservation").

EXCEPT FOR THE LIMITED WARRANTY OF TITLE TO THE LAND AS SET FORTH IN THIS DEED, IT IS UNDERSTOOD AND AGREED THAT GRANTOR HAS NOT MADE AND IS NOT NOW MAKING, AND GRANTOR SPECIFICALLY AND EXPRESSLY DISCLAIMS, AND GRANTEE VOLUNTARILY AND WITH KNOWLEDGE WAIVES, ANY WARRANTIES, REPRESENTATIONS, COVENANTS, OR GUARANTEES OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING UNDER SECTION 5.023 OF THE TEXAS PROPERTY CODE (OR ITS SUCCESSOR), ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, (I) MATTERS OF TITLE (OTHER THAN GRANTOR'S LIMITED WARRANTY OF TITLE SET FORTH IN THIS DEED); (II) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES; (IV) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) DRAINAGE; (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (VII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT; (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (IX) USAGES OF ADJOINING PROPERTY; (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (XI) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, INCOME POTENTIAL, FINANCIAL PROSPECTS, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (XII) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY; (XIII) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE, OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XIV) THE INTEGRITY AND QUALITY OF IMPROVEMENTS, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND WHETHER SUCH IMPROVEMENTS COMPLY WITH APPLICABLE LAW; (XV) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; (XVI) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XVII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVIII) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XIX) THE ACCURACY OR COMPLETENESS OF ANY DOCUMENTS OR INFORMATION PROVIDED TO GRANTEE, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION CONTAINED IN THE SOLICITATION ISSUED BY THE GRANTOR; (XX) THE HABITABILITY OR MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (GRANTEE AFFIRMING THAT GRANTEE HAS NOT RELIED ON

GRANTOR'S INFORMATION, SKILL, OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT GRANTOR MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); AND/OR (XXI) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS) AND WHETHER THE PROPERTY HAS BEEN GRANTED A SPECIAL ASSESSMENT OR IS SUBJECT TO ANY MANAGEMENT DISTRICT OR OTHER SPECIAL DISTRICT FEES.

GRANTEE IS NOT RELYING UPON, HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION, WARRANTY, COVENANT, OR GUARANTEE OF GRANTOR OR ANY OF ITS AGENTS OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, GRANTOR'S EMPLOYEES OR LISTING AGENT, AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS, WARRANTIES, COVENANTS, OR GUARANTEES HAVE BEEN MADE AND NO SUCH RELIANCE HAS BEEN MADE. ACKNOWLEDGING GRANTOR'S DISCLOSURE OF POTENTIALLY ADVERSE CONDITIONS ON OR WITHIN THE PROPERTY KNOWN TO SELLER, IF ANY, AND GRANTEE'S OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE REPRESENTS AND WARRANTS THAT IT IS A KNOWLEDGEABLE AND EXPERIENCED BUYER OF REAL ESTATE, AND OF REAL ESTATE USED FOR THE PURPOSE FOR WHICH GRANTEE MAY ELECT TO PUT THE PROPERTY, AND THAT IT IS RELYING SOLELY ON ITS OWN INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AND EXPERTISE AND THOSE OF GRANTEE'S CONSULTANTS IN EVALUATING THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY SUBSTANCES OR CONDITIONS ON OR DISCHARGED FROM THE PROPERTY AND IN MAKING DECISIONS WITH RESPECT TO AND IN PURCHASING THE PROPERTY. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS AND ADVERSE INCOME POTENTIAL, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM GRANTEE MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED TO GRANTEE AND GRANTEE HEREBY ACCEPTS THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS.

GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, REPRESENTATIVE, EMPLOYEE, SERVANT, OR OTHER PERSON. GRANTEE ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE DISCLAIMERS OF GRANTOR AND THE "AS IS" NATURE OF THIS CONVEYANCE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS, LATENT OR PATENT, THAT MAY BE ASSOCIATED WITH THE PROPERTY. GRANTEE HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS DEED AND THE CONTRACT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND "AS IS" PROVISIONS ARE AN INTEGRAL PART OF THIS TRANSACTION AND THAT BY EXECUTION OF THIS DEED ACKNOWLEDGES AND ACCEPTS THE PROPERTY IN ITS "AS IS" CONDITION WITHOUT WARRANTY FROM THE GRANTOR.

Taxes for the calendar year 2022, which Grantee assumes and agrees to pay, have been prorated between Grantor and Grantee as of the date of this Special Warranty Deed.

TO HAVE AND TO HOLD, subject to the Reservations and Exceptions contained herein, including the Permitted Exceptions and those contained in Exhibit B, Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend title to the Land unto Grantee, Grantee's successors and assigns against every person whomsoever lawfully claiming by, through, or under Grantor, but not otherwise.

EXECUTED this _____ day of _____, 2023.

GRANTOR:

SANTA FE INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

President of the Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on _____, 2023 by _____, President of the Board of Trustees of Santa Fe Independent School District, an independent school district organized under the laws of the State of Texas, on behalf of said school district.

Notary Public in and for
The State of Texas

Name: _____

My Commission Expires: _____ [*Grantee's signature page for Special Warranty Deed for approximately 15.00 acres of land*]

GRANTEE:

By: _____

Name:
Title:

THE STATE OF _____ §
 §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, ____ by _____, _____ of _____, on behalf of said entity.

Notary Public in and for
The State of Texas
Name: _____
My Commission Expires: _____

GRANTEE'S ADDRESS:

PLEASE RETURN DEED TO GRANTEE AFTER RECORDING

**EXHIBIT A
TO DEED**
[To come from final survey]

**EXHIBIT B
TO DEED**

PERMITTED EXCEPTIONS

[To be supplemented from Title Commitment]

- (i) Restrictive covenants affecting the Property;
- (ii) Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements (unless Buyer elects to purchase the boundary deletion endorsement to the Title Policy, in which case, the exception will be amended to "Shortages in area");
- (iii) Taxes for the current and subsequent years, and subsequent assessments for prior years due to a change in land usage or ownership;
- (iv) Existing building and zoning codes and ordinances;
- (v) Rights of parties in possession (unless Buyer elects to pay an inspection fee to remove such exception);
- (vi) Any covenants, conditions, reservations, exceptions, and easements that are all visible and apparent or that may appear in Schedule B of the Title Commitment or otherwise are filed in the public records of Galveston County, Texas that were not cured before Closing;
- (vii) All oil, gas and mineral conveyances;
- (viii) Leases, if any, whether or not appearing on Schedule B of the Title Commitment;
- (ix) Liens created or assumed by Buyer as security for the sale consideration; and
- (x) any other matter affecting the Property in effect and shown of record in the Real Property or other records in the county clerk's office where the Property, or any part thereof, is located, or that a current inspection or survey of the Property would reveal.

**SFISD Request for Proposals (RFP) #22-23009
Sale of Santa Fe ISD Surplus Real Property – 15.00 Acres of Land**

ATTACHMENT 6

Form 1295 Instructions

Seller is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Seller from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Seller at the time business entity submits the signed contract. Effective January 1, 2018, the

Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. As a business entity, Buyer must complete Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Buyer must complete Form 1295, even if no interested parties exist. After completing the Form 1295, Buyer should print a copy of the completed form (making sure that it has a computer-generated certification number in the "Office Use Only" box), have an authorized agent of the business entity sign the form, and submit the completed Form 1295 to Seller by attaching the form to the executed Purchase and Sale Agreement. Seller must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after receipt by Seller. After Seller acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from Seller.