

GEORGETOWN I.S.D.
REQUEST FOR PROPOSAL ON PURCHASE OF SURPLUS REAL PROPERTY

Pursuant to Texas Education Code §11.1542, the Board of Trustees of the Georgetown Independent School District (“GISD”) hereby solicits offers for the purchase, lease, or use of the surface estate only of the following tract of real property and any improvements thereon:

That 16.161 acre tract located at 1313 Williams Drive, Georgetown, Williamson County, Texas 78628, legally described as Lot 1 as depicted on McCoy School Subdivision, according to the plat thereof recorded in Cabinet R, Slide 12-14 of the Plat Records of Williamson County, Texas, and being conveyed to Georgetown Independent School District by instrument recorded in Volume 463, Page 631 and Volume 779, Page 380 of the Deed Records of Williamson County, Texas, less that 1.453 acre tract conveyed by Georgetown Independent School District to the City of Georgetown, Texas by instrument recorded as Document No. 2017099278 (the "Property").

The surface estate and all improvements thereon shall be sold, leased, or otherwise allowed to be used with the following limitations:

“AS IS WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE DEED TO BE EXECUTED AT CLOSING; IT BEING THE INTENTION OF SELLER AND PURCHASER TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL OTHER REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATIONS, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE IMPROVEMENTS, IF ANY; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS, IF ANY; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE; (vi) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY, OR AMOUNT OF THE PROPERTY; (vii) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (viii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE

ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (ix) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY SELLER WHATSOEVER.

THE PROPERTY MAY CONTAIN ASBESTOS, ASBESTOS-CONTAINING MATERIALS, OR OTHER ENVIRONMENTAL CONDITIONS. THE PURCHASER SHALL BE REQUIRED TO ASSUME ALL DUTIES, COSTS, AND RISKS OF ABATEMENT OF SUCH CONDITIONS.”

Timeline for Bid Process:

Deadline for Bid Submittal:

On or before February 26, 2021

Bid Recommendation and Consideration by Board of Trustees:

On or before March 23, 2021

Bid Instructions:

The deadline for submitting a bid is 2:00 p.m. CST on February 26, 2021. Any offers received after the deadline will not be considered. Offers shall be submitted in writing at the GISD Central Administration Building located at 507 East University Avenue, Georgetown, Texas 78626. Faxed or electronically submitted bids shall not be considered.

Bids shall be submitted in the form attached hereto (“Offer Form”). Submissions must also include the attached “Felony Conviction Notification,” “Certificate of Residency,” and “Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying.”

Place your completed Bid Form, Felony Conviction Notification, Certificate of Residency, and Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying in a sealed envelope marked:

RESPONSE TO REQUEST FOR PROPOSAL RE: 1313 WILLIAMS DRIVE

ATTN: David Biesheuvel

Georgetown I.S.D.

507 East University Avenue

Georgetown, Texas 78626

All offers received prior to the deadline will be date and time-stamped. All bidders must comply with the bid specifications and bids must be submitted on the bid forms in this bid package. Incomplete or incorrectly submitted bids may be rejected, and the GISD reserves the right to reject

any or all bids.

By submitting a bid, the bidder agrees that the bid shall remain open and subject to acceptance by the GISD until sixty (60) days from the close of bid period.

All offers will be presented to the GISD School Board Trustees for their consideration at their board meeting following the close of the bid period. In the event an offer is accepted, the offering party will be notified in writing. GISD intends to make a decision on whether to accept an offer within sixty (60) days of the close of the bid period; however, the Board of Trustees may elect to select one or more finalist and request further information from them prior to making a final decision. The selected bidders shall have the option to withdraw their bid at that time or to participate in further discussions with GISD.

Any questions concerning this process may be directed in writing by email to David Biesheuvel at biesheuvel@georgetownisd.org. Any verbal or written information outside of this notice shall not be binding on GISD.

GISD reserves the right to amend this notice and the terms set forth herein, to accept or reject any offers, to waive any and all irregularities and formalities, and to accept the offer that is in the best interest of GISD.

Conditions of Sale:

The GISD shall not consider any bids with a purchase price of less than \$3,203,000; however, the GISD reserves the right to accept any bid in excess of \$3,203,000 that the Board of Trustees deems to be in the best interest of the GISD.

GEORGETOWN I.S.D. BID FORM

Regarding the surface only estate of the real property and improvements legally described as:

That 16.161 acre tract located at 1313 Williams Drive, Georgetown, Williamson County, Texas 78628, legally described as Lot 1 as depicted on McCoy School Subdivision, according to the plat thereof recorded in Cabinet R, Slide 12-14 of the Plat Records of Williamson County, Texas, and being conveyed to Georgetown Independent School District by instrument recorded in Volume 463, Page 631 and Volume 779, Page 380 of the Deed Records of Williamson County, Texas, less that 1.453 acre tract conveyed by Georgetown Independent School District to the City of Georgetown, Texas by instrument recorded as Document No. 2017099278 (the "Property").

I (We) make the following cash purchase offer for the surface estate and any improvements thereon of the Property listed above in the amount of:

_____ (\$_____).

I (We) will utilize the Property for the attached proposed plan of development, which is incorporated herein.

Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Georgetown ISD reserves the right to reject the bid.

I (We) have read and understand that by submitting this offer I (we) agree and attest to the following:

If my (our) offer is accepted, I (we) will be required to execute a "Contract of Sale" within fifteen (15) days of the offer's acceptance by the Georgetown ISD (GISD). A draft copy of the Contract of Sale is attached hereto as Exhibit "A." Georgetown ISD will consider proposed changes to the form of the Contract of Sale; however, Georgetown ISD reserves the right to reject any proposed changes that materially change the terms of the sale. Time extensions may be considered under special circumstances.

I (We) will pay all closing costs associated with the purchase or lease if the offer is accepted. Georgetown ISD will not pay any portion of the closing costs.

I (We) represent(s) that by submitting this bid I (we) are financially capable of obtaining and have readily accessible funds to pay the balance of the purchase or lease price.

It is the responsibility of all bidders to examine all applicable building codes and City of Georgetown ordinances to determine whether the Property can be used for the purposes desired.

Georgetown ISD disclaims responsibility as to the accuracy or completeness of any information relating to the Property, and for any misrepresentations, failures of disclosure, errors, or negligent

or wrongful acts occurring in the context of or pertaining to the solicitation of bids or closing of the transaction.

Employees of Georgetown ISD, members of the GISD, any business entity in which a Board member holds a significant interest, and members of the immediate family of Georgetown ISD employees and Board members are not eligible to bid/purchase Georgetown ISD real property.

By signing this *Offer Form*, I (we) hereby waive and release any rights I (we) may have either now or in the future, to undertake any legal or equitable action against Georgetown ISD (GISD), or its employees for failure to properly advertise or notice the sale of the Property or to properly conduct the sale of the Property, and hereby covenant not to sue Georgetown ISD (GISD), or employees in connection with the advertisement, solicitation of bids, or sale of the Property.

Executed this ___ day of _____, 2021.

OFFEROR:

(Entity Name if Applicable)

By: _____
_____ (Printed Name)

Contact information:

EXHIBIT "A"

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT OF SALE AND PURCHASE (this "**Agreement**") is made by and between the **GEORGETOWN INDEPENDENT SCHOOL DISTRICT** ("**Seller**"), and _____ ("**Purchaser**"). Seller and Purchaser are sometimes referred to in this Agreement as a "**Party**" and collectively as the "**Parties.**"

WITNESSETH:

I.

Sale and Purchase

1.01 The Property. Seller hereby agrees to sell and convey unto Purchaser, and Purchaser hereby agrees to purchase from Seller, for the price and subject to the terms, covenants, conditions and provisions herein set forth, 14.708 acres of land, more or less, located in Williamson County Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference to the "**Property.**"

II.

Consideration

2.01 Purchase Price. The purchase price ("**Purchase Price**") to be paid by Purchaser to Seller for the sale and conveyance of the Property shall be _____.

2.02 Payment of the Purchase Price. The Purchase Price shall be payable in full in readily available funds at the Closing (hereinafter defined).

2.03 Earnest Money. In order to secure Purchaser's performance of this Agreement, Purchaser shall, on or before the expiration of two (2) business days after the Effective Date of this Agreement (as hereinafter defined), deposit with Georgetown Title Company, 702 Rock Street, Georgetown, Williamson County, Texas 78626, Attention: David Hays (the "**Title Company**"), the sum of FIFTY THOUSAND and No/100 Dollars (\$50,000.00) (the "**Earnest Money**"). If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the Earnest Money shall be applied toward Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money shall be held and delivered by the Title Company as provided in the subsequent provisions of this Agreement. If Purchaser delivers to the Title Company written notice that Purchaser has terminated this Agreement under any right granted hereunder, then the Title Company shall return the Earnest Money to Purchaser without necessity of obtaining any consent or approval from Seller.

III.

Title and Survey

3.01 Title Commitment. Within ten (10) business days after the Effective Date of this Agreement, Seller shall furnish to Purchaser a title commitment (“the “**Title Commitment**”) issued by the Title Company showing Seller as the record fee title owner of the Real Property by the terms of which the Title Company agrees to issue to Purchaser at Closing an owner’s policy of title insurance (“**Title Policy**”) in the amount of the Purchase Price on the standard form promulgated by the Department of Insurance of the State of Texas, together with legible copies of all documents and plats, if any (“**Title Review Documents**”) which will be shown as Schedule B Exceptions on the Title Policy upon issuance. The Title Commitment shall provide that the standard printed exceptions set forth in the Title Policy shall be modified as follows: (a) the exception relating to restrictive covenants shall be followed by the words “None of Record” except for restrictions which may be Permitted Exceptions; (b) the exception as to boundaries, etc. shall be modified to except only as to “shortages in area”; (c) the exception as to taxes shall be modified to refer to taxes for the year in which Closing occurs with the notation “not yet due and payable”; and (d) there shall be no exception for “rights of parties in possession.”

3.02 Surveys. Seller shall, within ten (10) days after the Effective Date of this Agreement, deliver to Purchaser copies of any surveys of the Property in Seller’s possession (the “**Existing Surveys**”). Additionally, Purchaser may, at its expense, cause a new, on-the-ground, as-built survey of the Property (the “**New Survey**”), to be prepared and certified as to all matters shown thereon by a registered surveyor selected by Purchaser (the “**Surveyor**”). The Existing Surveys and the New Survey are sometimes referred to in this Agreement collectively as the “**Surveys**.”

3.03 Title Objections. On or before three (3) days after the Title Commitment, the Title Review Documents and the Existing Surveys have all been delivered to Purchaser, Purchaser shall provide Seller with written notice of any objection to the exceptions shown on the Title Commitment or any condition of the Property as revealed by the Existing Surveys. All objections raised by Purchaser in the manner herein provided are hereafter called “**Title Objections**”. Seller shall use reasonable efforts to remedy or remove all Title Objections, other than documents or information required by the Title Company prior to Closing, within fifteen (15) business days after delivery of Purchaser’s notice of such Title Objections. In the event Seller is unable to cause the removal of any one or more of the Title Objections within such time period and despite such efforts, Seller shall so notify Purchaser in writing, and Purchaser may, at any time within five (5) business days thereafter: (a) terminate this Agreement in its entirety by giving Seller written notice of termination, whereupon the Earnest Money shall be immediately returned to Purchaser, and thereafter Seller and Purchaser shall be released and relieved of further obligations, liabilities or claims hereunder; or (b) waive, in writing, any uncured Title Objections. The term “**Permitted Exceptions**” as used herein shall include and be limited to: (a) all exceptions reflected on Schedule B of the Title Commitment and all matters reflected on the Survey which are not timely objected to by Purchaser during the objection period herein provided; and (b) any Title Objections which are waived by Purchaser in the manner herein provided. Items set forth on Schedule C of the Title Commitment shall not be

considered to be Permitted Exceptions. Seller shall, without necessity of objection by Purchaser, satisfy all requirements set forth on Schedule C of the Title Commitment and cause all items set forth thereon to be deleted from the Title Commitment at or prior to Closing. Seller shall keep the Title Commitment in full force and effect throughout the term of this Agreement.

3.04 Additional Title Objections. In the event that any additional title exceptions or other matters affecting the Real Property are revealed by any update of the Title Commitment, Purchaser shall have ten (10) business days after receipt of any updated Title Commitment(s) to object to such matters. Any objection so made shall be considered to be one of the "Title Objections" as defined above and shall be subject to the same cure requirements, time deadlines for cure, and remedies for failure to cure as are set forth above with respect to "Title Objections", except that each time period for curative action with respect to any additional Title Objections will commence on the date of Purchaser's notice to Seller raising such additional Title Objections.

3.05 Entry Upon Real Property. Purchaser, and Purchaser's agents, employees and representatives may enter upon the Real Property at any reasonable time prior to Closing for the purpose of inspecting the Real Property and conducting (at Purchaser's sole cost and expense) such tests and examinations as may be reasonably required by Purchaser. Seller acknowledges that such tests and examination shall include, without limitation, soils testing, environmental testing, site planning and layout, and any other planning or testing that Purchaser may elect to conduct to determine the feasibility of Purchaser's proposed development plan of the Property. Purchaser shall not permit any liens to attach to the Real Property by reason of the exercise of Purchaser's rights hereunder. Purchaser agrees to repair any damage to the Property which is caused by any activities of Purchaser upon or within the Property. **In addition, Purchaser agrees to indemnify and hold Seller harmless from and against: (i) all liens by contractors, subcontractors, materialmen or laborers performing such work and tests for Purchaser; and (ii) all claims for damages by third parties arising out of the conduct of such tests. The provisions of this Section 3.05 will survive Closing.**

3.06 Feasibility Study and Inspection.

(a) Within [TBD] days after the Effective Date hereof (the "**Feasibility Period**"), Purchaser, at its expense, may complete or cause to be completed inspections of the Property (including any improvements, if any) by inspectors of Purchaser's choice. Inspections may include but are not limited to: (1) physical property inspection; (2) economic feasibility study; and, (3) any type of environmental assessment or engineering study including the performance of tests such as soil tests or air sampling. Seller shall permit Purchaser and Purchaser's inspectors access to the Property at reasonable times; provided however, prior to entering upon the Property, Purchaser or Purchaser's representative who will enter the Property must provide to Seller evidence of the maintenance of liability insurance in the minimum amount of \$1,000,000 naming Seller as an additional insured. Furthermore, except for usual and customary soils and compaction testing of the Property, Purchaser will not undertake any invasive testing procedures with respect to any portion of the Property without Seller's prior written permission, such permission not to be unreasonably withheld or delayed. To the extent permitted by law and as an obligation that will survive the termination of this

Agreement, Purchaser hereby indemnifies and holds Seller harmless from, and agrees to reimburse Seller for, any claim, liability, loss, damage, cost and expense for property damage directly arising out of Purchaser's (or its contractors' or invitees') activities upon the Property allowed by this Section; provided, however, that Purchaser shall be permitted to clear out small lanes of vegetation as may be reasonably necessary to allow Purchaser's inspectors access to accurately inspect the Property, and shall not be liable for any damages associated therewith. However, Purchaser's inspectors shall not harm the viability of any mature oak trees, elm trees or similar trees, without Seller's prior written consent, which shall not be unreasonably withheld or delayed. If, during the Feasibility Period, Purchaser elects, in Purchaser's sole judgment, to terminate this Agreement for any reason, Purchaser may do so by providing written notice of termination before the expiration of the Feasibility Period. Upon termination of this Agreement pursuant to this Section, all Earnest Money shall be refunded to Purchaser, less the sum of \$100.00 which shall be retained by Seller as consideration for the right to terminate this Agreement during the Feasibility Period.

(b) Purchaser and its inspectors will notify Seller in advance of each entry of the Property, and will keep all gates closed and locked except during ingress and egress. Purchaser will return the Property to its pre-inspection condition promptly after any alteration occurs, to the extent reasonably possible, and will specifically notify Seller of the location of any cores or excavations performed by Purchaser and its inspectors.

(c) Seller will delivery copies of all surveys and inspection reports prepared by its professional advisors regarding conditions in place on the Property, within ten (10) days after Purchaser's receipt.

IV.

Closing

4.01 Closing Date. This transaction shall close at the Title Company's offices or other location acceptable to the Parties on or before forty-five (45) days after the end of the Feasibility Period. The closing of this transaction is herein called "**Closing**" and the date for Closing is herein called the "**Closing Date.**"

4.02 Seller's Closing Obligations. At the Closing, Seller shall, at Seller's sole cost and expense:

- (a) execute and deliver to Purchaser a special warranty deed in the form of Exhibit "B" attached to this Agreement and incorporated herein by reference, with a description of the Land attached thereto as Exhibit "A" and with a list of the Permitted Exceptions attached thereto as Exhibit "B" (the "**Deed**");
- (b) execute and deliver to Purchaser a general assignment in the form of Exhibit "C" attached to this Agreement and incorporated herein by reference, with a description of the Property attached thereto as Exhibit "A" (the "**General Assignment**");

- (c) cause the Title Policy or an irrevocable commitment therefor to be issued to Purchaser containing only the applicable Permitted Exceptions and containing the modifications referred to hereinabove;
- (d) deliver to Purchaser physical possession of the Property; and
- (e) deliver evidence of Seller's authority to act hereunder in form reasonably satisfactory to Purchaser and the Title Company.

4.03 Purchaser's Closing Obligations. At the Closing, Purchaser shall: (a) deliver the Purchase Price (less the full amount of any credits or deductions to which Purchaser is entitled under the terms of this Agreement) to the Title Company for disbursement in accordance with the terms and provisions of this Agreement; and (b) deliver such evidence of Purchaser's authority to act hereunder as Seller and the Title Company may reasonably require for Closing.

4.04 Closing Costs. Seller shall pay brokers' commissions set forth in 7.05 below. Purchaser shall pay: (a) all recording fees; (b) any escrow fee charged by the Title Company; (c) all Title Policy premiums and the additional premium required to cause the exception as to boundaries, etc. to be modified to except only to "shortages in area" and any inspection fees necessary to cause the Title Policy to be issued without exception for "rights of Parties in possession" or any other similar exceptions; and (d) the cost of the New Survey, if any. Each Party shall be responsible for the payment of its own attorney's fees, copying expenses, and other costs incurred in connection with this transaction.

4.05 Prorations. Notwithstanding anything to the contrary contained in this Agreement or applicable law, the provisions of this Section 4.05 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at Closing. The following items shall be adjusted or prorated between Seller and Purchaser:

- (a) To the extent owed, any ad valorem taxes relating to the Property for the calendar year of the Closing shall be prorated between Seller and Purchaser as of the Closing Date. If the Closing occurs prior to the receipt by Seller of the tax bill for the calendar year or other applicable tax period in which the Closing occurs, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates.
- (b) At the request of either Party, a mutually acceptable proration agreement covering any or all of the prorated items shall be executed and delivered at Closing.

Representations and Warranties and
Waiver of Representations and Warranties

5.01 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing Date, except where specific reference is made to another date or dates, that:

- (a) Purchaser has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Purchaser's obligations under this Agreement, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out Purchaser's obligations hereunder has been, or on or before Closing will have been, taken;
- (b) PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER SHALL MAKE ITS OWN INDEPENDENT INVESTIGATION OF THE PROPERTY, AND THAT PURCHASER SHALL NOT BE ENTITLED TO AND SHOULD NOT RELY ON THE SELLER OR ITS AGENTS AS TO:
 - (i) the quality, nature, adequacy, or physical condition of the Property;
 - (ii) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property;
 - (iii) the development potential of the Property, its habitability, merchantability or fitness, suitability, or the adequacy of the Property for any particular purpose;
 - (iv) the zoning or other legal status of the Property;
 - (v) the Property's or its operation's compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity, whether in existence or pending; or
 - (vi) the condition of title to the Property, or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property.

PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED, AND IS NOT RELYING, ON ANY INFORMATION, DOCUMENT, SALES BROCHURES, OR OTHER LITERATURE, SURVEY, ENVIRONMENTAL REPORT, MAPS OR SKETCHES, PROJECTION, PRO FORMA, STATEMENT, REPRESENTATION, GUARANTEE, OR WARRANTY (WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, OR MATERIAL OR IMMATERIAL), THAT MAY HAVE BEEN GIVEN BY, OR MADE BY, OR ON BEHALF OF, THE SELLER

OR SELLER'S BROKER, EXCEPT AS PROVIDED IN THIS AGREEMENT AND THE WARRANTY OF TITLE UNDER THE DEED.

5.02 Waiver of Warranties. The Parties agree that other than the representations and warranties expressly provided by Seller in this Agreement, the Property is being sold by Seller and purchased by Purchaser:

AS IS WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE DEED TO BE EXECUTED AT CLOSING; IT BEING THE INTENTION OF SELLER AND PURCHASER TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATIONS, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE IMPROVEMENTS, IF ANY; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS, IF ANY; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE; (vi) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY, OR AMOUNT OF THE PROPERTY; (vii) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (viii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (ix) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY SELLER WHATSOEVER.

5.03 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as of the Effective Date and as of the Closing Date, except where specific reference is made to another date or dates, that:

- (a) To the best of Seller's actual knowledge, Seller has and shall convey to Purchaser by special warranty deed, good and indefeasible fee simple title to the Property, subject to the Permitted Exceptions.
- (b) To the best of Seller's actual knowledge, Seller has the full right, power, and authority to sell and convey the Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite action

necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations hereunder has been, or on the Closing Date will have been, taken.

5.04 Survival Beyond Closing. Only those representations and warranties of Seller in 5.03 are made effective as of the Effective Date of this Agreement. The obligation of Purchaser to close the purchase of the Property is contingent upon the continued truth and accuracy of Seller's representations and warranties hereunder as of the Effective Date of this Agreement. If any of the representations or warranties set forth in this Agreement are untrue or are misleading, then Seller shall be in default in its obligations under this Agreement, and Purchaser shall be entitled to terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser immediately.

VI.

Remedies

6.01 Purchaser's Remedies. Notwithstanding any provision of this Agreement to the contrary, if Seller fails or refuses to timely comply with Seller's obligations under this Agreement, or is unable to do so as the result of Seller's act or failure to act, or at Closing any of Seller's representations, warranties or covenants contained herein is untrue, has been breached, or is unsatisfied, then Purchaser shall have the following options: (a) to waive the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; (b) to terminate this Agreement by giving Seller written notice of such termination, in which event the Earnest Money shall be returned to Purchaser immediately; or (c) to enforce specific performance of Seller's obligations under this Agreement.

6.02 Seller's Remedies. Notwithstanding any provision of this Agreement to the contrary, if Purchaser fails or refuses to timely comply with Purchaser's obligations under this Agreement, or is unable to do so as the result of Purchaser's act or failure to act, or at Closing any of Purchaser's representations, warranties or covenants contained herein is untrue, has been breached, or is unsatisfied, then Seller shall have the following options: (a) to waive the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; (b) to terminate this Agreement by giving Purchaser written notice of such termination, recover the Earnest Money as liquidated damages, and not a penalty, in full satisfaction of Seller's claims against Purchaser hereunder or pursuant hereto or in connection herewith or (c) to enforce specific performance of Seller's obligations under this Agreement.

6.03 Enforcement Costs. In the event of any default by either Seller or Purchaser, the prevailing Party in any dispute shall be entitled to recover from the non-prevailing Party reasonable attorney's fees, expenses and costs of court.

6.04 Notice and Opportunity to Cure. Notwithstanding any provision in this Agreement to the contrary, it is agreed and understood that neither Party to this Agreement will be considered to be in default under this Agreement until and unless: (a) the Party alleging the

default (the “**Non-Defaulting Party**”) provides to the Party alleged to be in default (the “**Defaulting Party**”) a written notice specifying the exact nature of the alleged default and the actions necessary to remedy or cure such default (the “**Default Notice**”); and (b) the Defaulting Party: (i) fails, within ten (10) days after the Defaulting Party’s receipt of the Default Notice, to remedy or cure any default under this Agreement which can be remedied or cured solely with the payment of money; or (ii) fails, within a reasonable period of time after the Defaulting Party’s receipt of the Default Notice, to remedy or cure any default under this Agreement which cannot be remedied or cured solely with the payment of money.

VII.

Miscellaneous Provisions

7.01 Entire Agreement. This Agreement contains the entire agreement of the Parties hereto. There are no other agreements, oral or written, between the Parties regarding the Property and this Agreement can be amended only by written agreement signed by the Parties hereto, and by reference made a part hereof. This Agreement may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

7.02 Binding Effect. This Agreement, and the terms, covenants, and conditions herein contained, shall be covenants running with the land and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the Parties hereto.

7.03 Effective Date. The Effective Date of this Agreement and other similar references herein are deemed to refer to the date on which this Agreement has been fully executed, initialed, if applicable, dated by both Parties.

7.04 Notice. Any notice, communication, request, reply or advice (severally and collectively referred to as “**Notice**”) in this Agreement provided or permitted to be given, made or accepted by either Party to the other must be in writing. Notice may, unless otherwise provided herein, be given or served: (a) by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; (b) by depositing the same with Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; (c) by delivering the same to such Party, or an agent of such Party; or (d) by transmitting the same to the Party to be notified by telecopy or by electronic mail, provided that such telecopy or electronic mail delivery is followed by a notice sent in accordance with one of the other provisions set forth above. Any Notice delivered by telecopy or electronic mail in the manner required above shall be effective on the date of such telecopy or electronic mail delivery. All other Notices hereunder shall be effective on the date of delivery, deposit or transmittal in the manner described hereinabove. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Seller: GEORGETOWN I.S.D.
Attn: David Biesheuvel
507 E. University Ave.

Georgetown, Texas 78626
Email: BiesheuvelD@georgetownisd.org

With copy to: Joshua A. Schroeder
Sneed, Vine & Perry, P.C.
jschroeder@sneedvine.com
and
K.C. Willis
The Willis Company
kc@willis-company.com

Purchaser: _____

Email: _____

With copy to: _____

Email: _____

The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party.

7.05 Real Estate Commissions. At Closing, Seller will pay Seller’s broker pursuant to a separate written agreement, and Seller will pay Purchaser’s broker a commission of 3% of the Purchase Price at Closing. Each Party represents to the other that no other broker has been involved in this transaction. Purchaser represents and warrants to Seller that, other than Purchaser’s broker, if any, no real estate brokerage commission is payable to any person or entity in connection by it or on its behalf with this transaction, and Purchaser agrees to and does hereby indemnify and hold the other harmless Seller against the payment of any commission to any person or entity claiming by, through or under Purchaser, as applicable.

7.06 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

7.07 Business Days. For purposes of this Agreement, the term “business day” or “business days” shall mean and refer to all calendar days other than Saturdays, Sundays and days which are generally recognized as holidays by financial institutions in the State of Texas. If any date or any period provided in this Agreement ends on a day which is not a business day, then the applicable period shall be extended to the first succeeding day which is a business day.

7.08 Assignment. This Agreement may be not assigned by Purchaser.

7.09 Survival of Representations, Warranties and Obligations. Other than as specifically set forth herein or in the documents executed at Closing, the terms, conditions,

warranties, representations, obligations and rights set forth herein shall be deemed terminated at the time of Closing, and shall merge into the various documents executed and delivered at the time of Closing.

7.10 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable.

7.11 Waiver. Any failure by a Party hereto to insist, or any election by a Party hereto not to insist, upon strict performance by the other Party of any of the terms, provisions, or conditions of this Agreement shall not be deemed to be a waiver thereof or of any other term, provision, or condition hereof, and such Party shall have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions hereof. The Parties may waive any of the conditions contained herein or any of the obligations of the other Party hereunder, but any such waiver shall be effective only if in writing and signed by the Party waiving such conditions or obligations.

7.12 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas. Venue shall be in a court of appropriate jurisdiction in Williamson County, Texas.

7.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

7.14 Grammatical Construction. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

7.15 Execution. To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties be contained in any one counterpart hereof. Additionally, the Parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (a) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (b) a facsimile signature or a signature sent by electronic mail shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

EXECUTED as of the Effective Date.

PURCHASER:

Date: _____

SELLER:

GEORGETOWN I.S.D.

By: _____

Date: _____

Exhibits:

- A - Description of the Property
- B - Special Warranty Deed
- C - General Assignment

RECEIPT OF EXECUTED CONTRACT

Georgetown Title Company acknowledges receipt of this Agreement, executed and, if needed, initialed, by both Seller and Purchaser this ____ day of _____, 2021.

GEORGETOWN TITLE COMPANY

By: _____
DAVID HAYS

Title: _____

Date: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

The property to be sold and conveyed by Seller to Purchaser hereunder includes: (a) all of the real property described on Exhibit "A-1" attached hereto and incorporated herein by reference, together with all oil, gas and other minerals in or under the surface thereof and all executory leasing rights with respect thereto (the "**Land**"); (b) all buildings, structures, parking areas, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "**Improvements**"); (c) all equipment, fixtures, and other items of any kind or nature which are attached or affixed to the Land or the Improvements, including, without limitation, all electrical, gas, plumbing, air conditioning, and heating installations and equipment, and all built-in appliances and other items of equipment (all of the foregoing being referred to herein collectively as the "**Fixtures**"); (d) all of Seller's right, title and interest in and to all appurtenances benefiting or pertaining to the Land and/or the Improvements, including, without limitation, all of Seller's right, title, and interest in and to all streets, alleys, rights-of-way, or easements adjacent to or benefitting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "**Appurtenances**"); and (e) all of Seller's right, title and interest in and to all items of personal property which are situated upon or within the Real Property (hereinafter defined) or which pertain to or are used in connection with the ownership, operation and/or maintenance of the Real Property, including without limitation, all of Seller's right, title and interest in and to all of the items described and defined on Exhibit "A-2" attached hereto and incorporated herein by reference, being the Personalty, if any, Property Agreements, Deposits and Refunds, Plans and Reports, Claims and Causes of Action, Warranties, Governmental Approvals and Permits, Utility Service Permits, Utility Service Rights, Street and Drainage Rights, Developer's Rights, and Intangible Property described and defined therein (all of the foregoing being referred to herein individually by the names set out above, and collectively as the "**Personal Property**"). The Land, Improvements, Fixtures and Appurtenances are collectively referred to in this Agreement as the "**Real Property**". The Real Property and the Personal Property are collectively referred to in this Agreement as the "**Property**."

EXHIBIT "A-1"

That 16.161 acre tract located at 1313 Williams Drive, Georgetown, Williamson County, Texas 78628, legally described as Lot 1 as depicted on McCoy School Subdivision, according to the plat thereof recorded in Cabinet R, Slide 12-14 of the Plat Records of Williamson County, Texas, and being conveyed to Georgetown Independent School District by instrument recorded in Volume 463, Page 631 and Volume 779, Page 380 of the Deed Records of Williamson County, Texas, less that 1.453 acre tract conveyed by Georgetown Independent School District to the City of Georgetown, Texas by instrument recorded as Document No. 2017099278 (the "Property").

EXHIBIT "B"

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF WILLIAMSON §

THE ESTATE OF GEORGETOWN I.S.D. ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by _____ ("**Grantee**"), the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described property:

- (i) That certain real property in Williamson County, Texas, which is described on **Exhibit "A"** attached hereto and incorporated herein by reference, together with all of Grantor's right, title and interest to oil, gas, and other minerals in or under the surface thereof, if any, and all executory leasing rights with respect thereto, if any (the "**Land**");
- (ii) All of Grantor's right, title and interest to any and all structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "**Improvements**"); and
- (iii) All other appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, all strips or pieces of land abutting, bounding, or adjacent to the Land and all claims and causes of action relating to or concerning the Land and/or the Improvements (all of the foregoing being referred to herein collectively as the "**Appurtenances**").

The Land, Improvements and Appurtenances are collectively referred to herein as the "**Property**."

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind himself, his heirs and assigns to WARRANT AND FOREVER DEFEND all and singular the

Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit "B"** attached hereto and incorporated herein by reference; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

The Property is being sold:

AS IS WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE DEED TO BE EXECUTED AT CLOSING; IT BEING THE INTENTION OF SELLER AND PURCHASER TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATIONS, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE IMPROVEMENTS, IF ANY; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS, IF ANY; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE; (vi) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY, OR AMOUNT OF THE PROPERTY; (vii) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (viii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (ix) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY SELLER WHATSOEVER.

[SIGNATURE PAGE FOLLOWS]

EXECUTED AND DELIVERED the _____ day of _____, 2021.

SELLER:

GEORGETOWN I.S.D.

By: _____

Date: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2021
by _____.

(SEAL)

Notary Public Signature

EXHIBIT "A"
DESCRIPTION OF LAND

That 16.161 acre tract located at 1313 Williams Drive, Georgetown, Williamson County, Texas 78628, legally described as Lot 1 as depicted on McCoy School Subdivision, according to the plat thereof recorded in Cabinet R, Slide 12-14 of the Plat Records of Williamson County, Texas, and being conveyed to Georgetown Independent School District by instrument recorded in Volume 463, Page 631 and Volume 779, Page 380 of the Deed Records of Williamson County, Texas, less that 1.453 acre tract conveyed by Georgetown Independent School District to the City of Georgetown, Texas by instrument recorded as Document No. 2017099278 (the "Property").

EXHIBIT "B"
PERMITTED EXCEPTIONS

EXHIBIT “C”
ASSIGNMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF WILLIAMSON §

WHEREAS, **GEORGETOWN I.S.D.** (“Assignor”), has this day conveyed to _____ (“Assignee”), that certain real property in Williamson County, Texas, which is described on Exhibit “A” attached hereto and incorporated herein by reference, together with all improvements thereon, all fixtures attached thereto, and all appurtenances thereto (the “**Real Property**”); and

WHEREAS, Assignor has agreed, in connection with the conveyance of the Real Property, to convey to Assignee all of Assignor’s right, title and interest in and to all items of personal property owned by Assignor which pertain to or are used in connection with the ownership, operation and/or maintenance of the Real Property, including without limitation, the Deposits and Refunds, Plans and Reports, Claims and Causes of Action, Warranties, Governmental Approvals and Permits, Utility Service Permits, Utility Service Rights, Street and Drainage Rights, Developer's Rights and Intangible Property described on Exhibit “B” attached hereto and incorporated herein by reference (all of the foregoing being referred to herein collectively as the “**Transferred Property**”):

NOW, THEREFORE, for and in consideration of the premises herein stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor has this day BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED, and by these presents does hereby BARGAIN, SELL, ASSIGN, TRANSFER, CONVEY, and DELIVER unto Assignee all of Assignor’s right, title and interest in and to the Transferred Property. Assignor hereby warrants and represents to Assignee that Assignor has not previously BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED or DELIVERED any of the Transferred Property to any third party, but otherwise, the Transferred Property is transferred by Assignor to Assignee hereunder AS IS, WHERE IS AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER.

[SIGNATURE PAGE FOLLOWS]

Executed on this the ____ day of _____, 2021.

ASSIGNOR:

GEORGETOWN I.S.D.

By: _____

Date: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2021
by _____.

(SEAL)

Notary Public Signature

EXHIBIT "A"

That 16.161 acre tract located at 1313 Williams Drive, Georgetown, Williamson County, Texas 78628, legally described as Lot 1 as depicted on McCoy School Subdivision, according to the plat thereof recorded in Cabinet R, Slide 12-14 of the Plat Records of Williamson County, Texas, and being conveyed to Georgetown Independent School District by instrument recorded in Volume 463, Page 631 and Volume 779, Page 380 of the Deed Records of Williamson County, Texas, less that 1.453 acre tract conveyed by Georgetown Independent School District to the City of Georgetown, Texas by instrument recorded as Document No. 2017099278 (the "Property").

EXHIBIT "B"

PROPERTY DESCRIPTIONS AND DEFINITIONS

1. "Claims and Causes of Action" shall mean and refer to all claims and causes of action relating to the Personal Property and/or the Real Property.

2. "Deposits and Refunds" shall mean and refer to all: (i) prepaid rents, security deposits and/or other deposits of any kind or nature which have been delivered to Assignor with respect to or in connection with the Personal Property and/or the Real Property; (ii) utility deposits and/or other deposits of any kind or nature which are held by any utility providers, governmental entities or other third parties with respect to or in connection with the Personal Property and/or the Real Property; and (iii) prepaid expenses or fee credits of any kind or nature which relate to or concern the Property, including without limitation all prepaid impact fees and/or impact fee credits; and (iv) rights to any refunds or reimbursements of any kind or nature which relate to the Personal Property, the Real Property and/or any improvements which have been constructed on the Real Property or which have been constructed to serve the Real Property, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties.

3. "Developer's Rights" shall mean and refer to all of Assignor's rights as declarant or otherwise under any restrictive covenants or other agreements or documents of any kind or nature relating to or concerning all or any portion of the Real Property.

4. "Governmental Approvals and Permits" shall mean and refer to all approvals, permits, licenses, and/or applications of any kind or nature which have been issued by or which are on file with any governmental agencies, departments or authorities with respect to the Real Property, including, without limitation, all zoning approvals, subdivision approvals, special permit approvals, land development permits, building permits, and/or certificates of occupancy.

5. "Intangible Property" shall mean and refer to all intangible property of any kind or nature owned or held by Assignor in connection with the Personal Property, the Real Property and/or the businesses now conducted thereon or therein, and the right to the use thereof, including without limitation, all indemnities or claims which Assignor may have with respect to the Personal Property and/or the Real Property, all telephone exchanges used in connection with the Real Property, and all of Assignor's right, title and interest in and to all trade names, trade marks, logos, or other identifying materials used in connection with the Real Property and/or the Personal Property.

6. "Plans and Reports" shall mean and refer to all construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data covering or relating the Real Property which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the Real Property.

7. "Street and Drainage Rights" shall mean and refer to all off-site street and drainage

improvements of any kind or nature which provide roadway access or drainage service to the Real Property.

8. “Utility Service Permits” shall mean and refer to all water, wastewater, electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications relating to or benefiting the Real Property, including, without limitation, all utility taps, utility commitments, and/or utility meters.

9. “Utility Service Rights” shall mean and refer to all off-site waterlines, wastewater lines, and all other lines, facilities or improvements of any kind or nature which provide water, wastewater, electric, natural gas, cable television, telephone and other services to the Real Property. Without limitation on the generality of the foregoing, the Utility Service Rights include all of the right, title, and interest of Assignor in and to all utility lines or improvements arising by virtue of the Utility Service Permits, and all rights of reimbursement for expended costs or costs to be incurred in the future arising from any agreements with any person, governmental entity, or privately owned entity.

10. “Warranties” shall mean and refer to all warranties, guarantees, and indemnities relating to the Personal Property and/or the Real Property, and all claims thereunder.

Felony Conviction Notice

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 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

I, undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME:

AUTHORIZED COMPANY OFFICIAL'S NAME:

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official:

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

Name of Felon(s):

(Attach additional sheet if necessary)

Details of Conviction(s):

(Attach additional sheet if necessary)

Signature of Company Official:

Certificate of Residency

Chapter 2252 of the Texas Government Code relates to Resident versus Nonresident Bidders and the requirements governmental entities must follow when awarding contracts to Nonresident Bidders. The pertinent portion of the Chapter is as follows:

2252.001...

“Resident Bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principle place of business in this state.

“Nonresident Bidder” refers to a person who is not a resident.

“Governmental contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

2252.002...

“A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidders the lowest submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to under the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

Please complete the appropriate statement below:

A. I certify that _____ is a
(Company Name)

Resident Bidder of Texas as defined in Chapter 2252.

B. I certify that _____ is a
(Company Name)

Nonresident Bidder of Texas as defined in Chapter 2252. Our principal place of business is:

(City and State)

Signature: _____

Printed Name: _____

Date: _____

Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation, or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.

2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, the District's GISD between response submission date and award by the District's GISD.

3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Georgetown Independent School District except as noted below:

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 Respondent as well as to any person signing on its behalf.

Signature of Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub awards to sub recipients).

Firms receiving individual awards of \$100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$100,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Name of Firm: _____

Signature of Authorized Official: _____

Printed Name: _____

Date Signed: _____