



2411-100-375 Addendum 2

Sale of Property (Huey Drive)

Issue Date: 11/3/2024

Questions Deadline: 12/2/2024 12:00 PM (CT)

Response Deadline: 12/6/2024 10:00 AM (CT)

Contact Information

Contact: Tammy Shannon, Purchasing Director

Address: 1220 Huey Drive
Belton, TX 76513

Phone: (254) 2152174

Fax: (254) 215-2171

Email: tammy.shannon@bisd.net

Event Information

Number: 2411-100-375 Addendum 2
Title: Sale of Property (Huey Drive)
Type: Request for Proposal
Issue Date: 11/3/2024
Question Deadline: 12/2/2024 12:00 PM (CT)
Response Deadline: 12/6/2024 10:00 AM (CT)
Notes: The Belton Independent School District ("BISD" or the "District") is offering for sale an approximate 5.990 acre tract of land on Huey Drive, Belton, Texas.

Billing Information

Contact: Accounts Payable
Address: 400 N Wall
Belton, TX 76513
Phone: (254) 215-2010
Email: accountspayable@bisd.net

Bid Attachments

CIQ Revised Jan 2021.pdf

CIQ Revised Jan 2021

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HB 1295 Form Example Revised 11.1.24.pdf

HB 1295 Form Example

[Download](#)

BISD Second Addition Replat - Field Notes.pdf

BISD Second Addition Replat - Field Notes

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BISD Second Addition Replat - Existing Conditions.pdf

BISD Second Addition Replat - Existing Conditions

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Final Plat of BISD Second Addition Replat.pdf

Final Plat of BISD Second Addition Replat

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Huey Drive Property Earnest Money Contract.pdf

Huey Drive Property Earnest Money Contract

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Huey Drive Bid Offer Form.pdf

Huey Drive Bid Offer Form

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Huey Drive Property Sample Warranty Deed.pdf

Huey Drive Property Sample Warranty Deed_Updated

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Felony Conviction Notice.docx

Felony Conviction Notice Form

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RFP Invitation_Sale of Property Huey Dr 2411-100-375_Addendum 2.pdf

RFP Invitation_Sale of Property Huey Dr 2411-100-375_Addendum 2 (Combined Document)

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Bid Attributes

1 Instructions to Bidders

Belton Independent School District ("BISD" or the "District") is offering for sale an approximate 5.990 acre tract of land located on Huey Drive, Belton, Texas.

1. Offers must be submitted in a sealed envelope and must be received at the office of the Director of Purchasing, Belton ISD Support Services Building, located at 1220 Huey Drive, Belton, Texas 76513 on or before 10:00 am on Friday, December 6, 2024. **BID PACKETS RECEIVED AFTER THIS DATE AND TIME CANNOT BE ACCEPTED.**

Bids may be personally delivered, sent by U.S. Postal Service, Federal Express or by other express delivery. **FAXED PROPOSALS WILL NOT BE ACCEPTED.** To be considered, Responses must be received at the above address no later than the date and time indicated above.

BELTON ISD IS NOT RESPONSIBLE FOR NEGLECT, ERROR, OR OTHER FAILURE OF THE U. S. POSTAL SERVICE OR AN EXPRESS DELIVERY SERVICE TO DELIVER A SUBMISSION BY THE DEADLINE OR TO A LOCATION OTHER THAN THE OFFICE ADDRESS ABOVE. OFFERORS ASSUME ALL RISK OF SUBMISSION BY MAIL OR DELIVERY SERVICE.

2. The sealed envelope must be marked: SEALED BID, SALE OF 5.990 ACRES, known as Huey Drive, RFP #2411-100-375.

3. Offers shall be submitted on the Sealed Bid Offer Form. **Belton ISD will entertain an exchange for other land.**

4. The property is sold subject to any conditions, covenants, easements, mineral interests and restrictions of record in the Deed Records of Bell County, Texas.

5. The property and all existing improvements are sold AS IS AND WITH ALL FAULTS. Belton ISD makes no representations or warranties whatever, express or implied, regarding the condition of the property. Belton ISD further DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES as to the condition of the property and further DISCLAIMS THAT THE PROPERTY IS FIT OR SUITABLE FOR ANY PURPOSE OR USE INTENDED BY THE OFFEROR OR PURCHASER.

6. Additional terms of sale are included in the enclosed Earnest Money Contract Form. These terms may be waived or modified in the sole discretion of Belton ISD.

7. Conveyance of the property to the successful offeror shall be by no warranty deed.

8. A \$500.00 escrow deposit from the successful offeror is required as part of this transaction.

9. Offers will be evaluated by the Board of Trustees or its delegate. The Board will accept the offer in the best interests of Belton ISD and may consider any relevant factors affecting the interests of Belton ISD.

10. Bids may not be made public pending negotiations with the top-ranked offeror.

11. Offerors should include a statement of their planned use of the property, and offerors may be required to appear before the Board of Trustees to discuss their planned use. Belton ISD reserves the right to include its deed reservations or restrictions regarding the future use of the property by offeror and successors.

12. Offerors shall complete and submit the Felony Conviction Notice.

13. Offerors shall complete and submit the Conflict-of-Interest Questionnaire.

14. This bid packet contains the following documents:

Sealed Bid Offer Form

Earnest Money Contract Form

Sample Warranty Deed

2 Conflict of Interest

Conflict of Interest Questionnaire (Form CIQ) is required to be submitted by vendor or other person doing business with a local government entity in accordance with Chapter 176, Local Government Code. Please acknowledge any known conflicts of interest with local government officer.

☐ No conflicts of interest ☐ Yes, Form CIQ will be filed

(Optional: Check only one)

3 Disclosure of Interested Parties - Form 1295 Process

This requirement became effective for all contracts/agreements that the District enters into after December 31, 2015. This disclosure will be required of the vendor that is selected for the award of this bid/proposal. The awarded contract will not be valid until the process is complete. The rules from the Texas Ethics Commission for this process along with instructional videos for Business Entities can be found at the following web site: <https://www.ethics.state.tx.us/filinginfo/1295/>.

You must visit the Texas Ethics Commission's (TEC) to complete this process. A certified form from the TEC will be the only acceptable document.

FORM 1295 IS NOT REQUIRED FOR PUBLICLY TRADED BUSINESS ENTITY, INCLUDING A WHOLLY OWNED SUBSIDIARY OF THE BUSINESS ENTITY.

☐ Yes, I will submit form ☐ No, I will not submit form

(Required: Check only one)

4 Felony Conviction Notification

Texas Education Code, 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." **Is your firm owned or operated by anyone who has been convicted of a felony?**

☐ No ☐ Yes ☐ Publicly Held

(Required: Check only one)

5 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

(Required: Maximum 1000 characters allowed)

6 Resident Bidder's Certification

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. "Governmental contract" means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment.

Section 2252.001(1) DEFINITIONS

(3) "Nonresident bidder" refers to a bidder whose principal place of business is not in the State of Texas

(4) "Resident bidder" refers to a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid 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 underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located

~~~Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

☐ Yes, my company is Texas Resident Bidder ☐ No, my company is NOT a Resident Bidder

(Required: Check only one)

7 If not a Resident of Texas? Where do you reside?

(Optional: Maximum 1000 characters allowed)

8 Remedies and Applicable Laws

This contract shall be governed by the laws of the State of Texas and disputes pertaining to this contract shall be brought only in the courts of the State of Texas in Bell County.

☐ Acknowledged

(Required: Check if applicable)

9 Certificate Regarding Debarment Suspension

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of

\$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By submitting this offer and signing this certificate you (the Vendor): (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule. ~~-Please check if you agree to the Certificate Regarding Debarment Suspension.

~~This is your electronic signature.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

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No Contact Policy

Belton ISD has implemented a procedure prohibiting lobbying, contact or soliciting School District staff members or members of the Board of Trustees during the selection process. Please acknowledge compliance with the district procedure and certify that all employees, agents, consultants, or representatives of the representing firm have not or will not contact, solicit, or lobby School District staff members, members of the Board of Trustees regarding the above mention solicitation from date of first advertisement through final action of this solicitation by the Board of Trustees.

☐ Acknowledged

(Required: Check if applicable)

1
1

Authorized Signature

The undersigned, in submitting this Proposal and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Proposal; that he/she will abide by all the policies and procedures of Belton ISD; and that he/she has read this entire Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this Proposal. ~~~This is your electronic signature.

☐ Yes, I will abide ☐ No, I will not abide

(Required: Check only one)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **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.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

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.

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?

☐ Yes

☐ No

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?

☐ Yes

☐ No

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.

6 ☐ 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).

7

Signature of vendor doing business with the governmental entity

Date

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.

EXAMPLE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY**Certificate Number:****Date Filed:****Date Acknowledged:**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

THE NAME OF YOUR BUSINESS CITY, STATE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

BELTON ISD

← **USE THIS FOR OTHER GOVT AGENCY**

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

XXXX-XXX-XXX, TYPE OF GOODS/SERVICES

← **BID/RFP/RCSP # PROVIDED BY BISD & DESCRIPTION OF GOODS/SERVICES PROVIDED TO DISTRICT**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY SEAL

SIGNATURE OF FORM SIGNER

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

TO BE COMPLETED BY NOTARY PUBLIC

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

TEXAS HB 1295

House Bill 1295 requires all vendors awarded district solicitations by the Board of Trustees to complete a Certificate of Interested Parties form. Vendors are required to complete an online form through the Texas Ethics Commission in order for the district to process a contract or purchase order for products or services from awarded vendors. The link below provides additional information on how this process will take place. This **must** be done before doing business with the vendor.

www.ethics.state.tx.us

It is recommended that vendors watch the video related to submitting a Form 1295 at this website. After the vendor completes the electronic form, they will be prompted to print the form and return it to the Purchasing Department, by mail or via the electronic method assigned and will be filed with the contract.

The Purchasing Department will complete the required electronic acknowledgement of the vendor's 1295 form.

It is critical that these steps are followed in a timely manner. **The District's Purchasing Department has only 30 days** to complete the process with the Texas Ethics Commission after the approval of the board. It is critical that these steps are followed in a timely manner.

PLEASE NOTE:

The Form 1295 must be completed for every contract entered into with Belton ISD that will be awarded by the board.

Failure to comply with HB 1295 will prevent the District from conducting business with the vendor.

If you have questions, please contact Tammy Shannon, the Director of Purchasing.

The Texas Ethics Commission can be reached at 512-463-5800 to assist vendors with specific questions and technical support.

EARNEST MONEY CONTRACT

STATE OF TEXAS §
 §
COUNTY OF BELL §

This Earnest Money Contract ("Contract") is made by and between BELTON INDEPENDENT SCHOOL DISTRICT, of Belton, Texas, hereinafter referred to as "Seller," and _____ hereinafter referred to as "Buyer" upon the terms and conditions set forth herein.

ARTICLE I

Purchase and Sale

1.01. Subject to the terms hereof, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, a tract of land containing approximately 6.63 acres, located in Bell County, Texas, locally known as the Huey Drive more particularly described in Exhibit A attached hereto (hereinafter the "Property").

1.02 **Reservation from sale.** Seller reserves and excepts from this sale, however, all mineral rights in the described property for grantor, grantor's heirs, executors, and assigns, this reservation being understood to include by its terms, oil, gas, and any other minerals on, in, and under the property conveyed.

ARTICLE II

Purchase Price

2.01. The "Purchase Price" of the Property shall be the total sum of \$_____. Buyer shall forthwith deposit with the "Title Company" (as defined in Article V of this Contract), the sum of \$2,500.00 as earnest money to bind this sale (the "Earnest Money").

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at closing.

ARTICLE III

Condition of Title and Title Report and Survey

3.01. **Preliminary Title Report.** From the date of receipt of the Earnest Money by the Title Company herein, Title Company shall with due diligence prepare and issue to both Seller and Buyer a preliminary title report (the "Title Report") concerning the Property.

3.02 **Procedures for Objections to Title.** Buyer shall give Seller written notice on or before the expiration of 15 days after Buyer receives the Title Report, that the condition of title, as set forth in the Title Report, is not satisfactory, and in such event Seller may, but shall not be required to, promptly make all reasonable efforts to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller (i) fails or is unable to eliminate such exceptions to title to the

reasonable satisfaction of Buyer within 7 days prior to the date of closing, or (ii) provides written notice to Buyer of Seller's unwillingness to remove an objection to title, Buyer, at its option, may terminate this Contract without liability to Seller by providing Seller with written notice of same prior to closing, in which event the Earnest Money shall be returned to Buyer, as Buyer's sole remedy. Buyer may also, at its option, waive any unacceptable matters and require that Seller proceed to closing as required herein by providing Seller with written notice of same.

3.03 **Survey.** Buyer, at Buyer's expense, will furnish a metes and bounds survey of the Property, if needed.

ARTICLE IV

Condition of Property

4.01 **No Warranty.**

EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING IN WHOLE OR IN PART ON ANY STATEMENT MADE OR INFORMATION OR DOCUMENTATION PROVIDED BY OR ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND, TYPE, CHARACTER, OR NATURE WHATSOEVER, MADE OR FURNISHED BY SELLER, ITS AGENTS, ADMINISTRATORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, ATTORNEYS, TRUSTEES, OR OTHER AFFILIATES.

4.02 **Property is Sold "As Is."**

EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) THE PROPERTY IS SOLD BY SELLER AND PURCHASED AND ACCEPTED BY BUYER ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION THAT MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE ON ANY REPRESENTATION, WARRANTY, AGREEMENT,

OR STATEMENT BY SELLER, OR ANYONE ACTING ON SELLER'S BEHALF, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) BUYER HAS, OR WILL HAVE BEFORE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT THAT BUYER MAY DEEM NECESSARY IN ORDER TO FULLY EVALUATE THE PROPERTY; AND (C) BUYER IS RELYING SOLELY ON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER IN PURCHASING THE PROPERTY. EXCEPT FOR THOSE MATTERS EXPRESSLY STATED IN THIS CONTRACT AND ANY ATTACHMENTS, SELLER HAS NO (AND BUYER WAIVES ANY) OBLIGATION TO DISCLOSE ANY AND ALL MATERIAL FACTS REGARDING THE PROPERTY, REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY BUYER. TO THE GREATEST EXTENT ALLOWED BY LAW, SELLER SPECIFICALLY — WITHOUT LIMITATION — DISCLAIMS ANY AND ALL LIABILITY OR WARRANTY FOR ANY CONSTRUCTION DEFECTS.

4.03 **Environmental Matters.** After Closing, as between Buyer and Seller, the risk of liability or expense for environmental problems affecting the Property will be Buyer's absolute responsibility, regardless of whether such environmental problems existed or were known or unknown at Closing.

BUYER HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS MAY EXIST ON THE PROPERTY, INCLUDING ASBESTOS, AND HEREBY RELEASES SELLER FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS, OR EXPENSES THAT COULD ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. BUYER FURTHER AGREES TO PROTECT, RELEASE, DEFEND, INDEMNIFY, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, DAMAGES, ACTIONS, SUITS, LIABILITY, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND EXPENSES FOR THE DEFENSE THEREOF, ARISING FROM ANY ENVIRONMENTAL PROBLEMS, INCLUDING, WITHOUT LIMITATION, LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS WATER CODE, THE CLEAR WATER ACT, THE

CLEAN AIR ACT, OR THE UNDERGROUND INJECTION CONTROL PROGRAM OF THE SAFE DRINKING WATER ACT.

4.04 **No Other Commissions.** Buyer and Seller each represent and warrant to the other that no real estate broker or agent has been used or consulted by such representing party in connection with the negotiation or execution of this Contract or the purchase and sale of the Property.

BUYER AGREES THAT BUYER WILL DEFEND, INDEMNIFY, AND HOLD THE SELLER HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, AND ACTIONS BY THIRD PARTIES FOR BROKERAGE, COMMISSION, FINDER'S, OR OTHER FEES RELATIVE TO NEGOTIATION OR EXECUTION OF THIS CONTRACT OR THE PURCHASE AND SALE OF THE PROPERTY, AND ANY COURT COSTS, ATTORNEYS' FEES, OR OTHER COSTS OR EXPENSES ARISING THEREFROM, ALLEGED TO BE CAUSED BY THE INDEMNIFYING PARTY'S ACTS.

4.05 **No Waiver.** Buyer expressly understands that Seller is a political subdivision of the State of Texas, and nothing in this Contract will be construed as a waiver or relinquishment by Seller of its right to claim such exemptions, privileges, and immunities as may be provided by law.

4.06 **Inspections.** Buyer and Buyer's agents may enter the Property before the Closing Date to inspect it, as long as they do not unreasonably interfere with existing activities on or occupants of the Property. Buyer agrees to abide by reasonable entry rules imposed by Seller.

4.07 **DTPA.** Buyer acknowledges and agrees, on its own behalf and on behalf of any permitted assigns and successors of Buyer hereafter, that the Texas Deceptive

Trade Practices-Consumer Protection Act, Subchapter E of Chapter 17 of the Texas Business and Commerce Code (the "DTPA"), is not applicable to this transaction. Accordingly, Buyer's rights and remedies with respect to the transaction contemplated under this Contract, and with respect to all acts or practices of the Seller — past, present, and future — in connection with such transaction, shall be governed by legal principles other than the DTPA.

ARTICLE V

Closing

5.01. The Closing shall be held at the District's Title located in Bell County, Texas, herein known as "Title Company". Closing shall be on or before _____ or at such time, date, and place as Seller and Buyer may agree upon (which date is herein referred to as the "Closing").

5.02 At the Closing, Buyer shall pay Seller the amount of the Purchase Price as provided above and Seller shall deliver to Buyer a duly executed and acknowledged No Warranty Deed conveying Seller's title in the surface estate to the Property and to the extent authorized by the Seller's Board of Trustees, subject to all covenants, conditions, reservations, restrictions, and interests of record.

5.03 Title Company shall deliver to Buyer, at Buyer's sole expense, a Texas Owner's Title Policy issued by a title insurance company acceptable to Buyer in Buyer's favor in the full amount of the Purchase Price, insuring Buyer's title to be conveyed,

subject to those title exceptions appearing in the Policy including the standard printed exceptions contained in the usual form of the Texas Owner's Title Policy.

5.04 **Closing Costs.** The following costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Owner's Title Policy:	Belton Independent School District
Escrow fee:	Belton Independent School District and Buyer, equally
Survey costs:	Buyer
Filing fees:	Buyer
Attorney's fees:	Seller and Buyer to their respective attorneys
General Real Estate Taxes:	There shall be no property tax proration as a part of this transaction. Seller is a political subdivision of the state of Texas and has no ad valorem tax liability. Seller assumes no responsibility for any outstanding taxes as may be due from its predecessors in interest. Any rollback taxes as may become due because of a change in use of the Property or on any other basis are not the responsibility of Seller, and Seller shall have no liability to Buyer for same.

5.05 The failure of this transaction to close on the date for closing, unless extended by mutual agreement of the parties, shall effect an automatic termination of this contract, and the Earnest Money shall be paid to Buyer or Seller as elsewhere provided herein.

ARTICLE VI

Earnest Money

6.01. At the Closing, Buyer's Earnest Money shall be paid over to Seller and applied to the Purchase Price.

ARTICLE VII

Breach by Seller

7.01. In the event Seller shall fail to consummate the sale of the Property in violation of Seller's obligation to do so, and Buyer is not in default hereunder, Buyer may terminate this Contract and receive the Earnest Money as liquidated damages, thereby releasing the parties from this Contract.

ARTICLE VIII

Breach by Buyer

8.01 In the event Buyer should fail to consummate the purchase of the Property, Seller shall have the right to be paid the Earnest Money, may enforce specific performance of this Contract against Buyer, or may seek any other legal or equitable remedy at Seller's discretion.

ARTICLE IX

Miscellaneous

9.01 This Contract is subject to the following additional terms and conditions:

a. **Assignment of Contract.** This Contract is not assignable by Buyer or Seller.

b. **Survival of Covenants.** Representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, which are expressly provided herein to survive Closing or which pertain to a period of time

following Closing, shall survive Closing and shall remain enforceable and binding under this Contract.

c. **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas. Venue for any action under this Contract shall be in Bell County, Texas.

d. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, representatives, successors, and assigns.

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

f. **Prior Agreements Superseded.** This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within matter.

g. Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to the Seller or any past or present trustee, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

EFFECTIVE as of the date of delivery and receipt of a fully executed original of this Contract and Earnest Money to the Title Company.

SELLER:

BELTON INDEPENDENT SCHOOL DISTRICT

By: _____

DATE: _____

Title: President, Board of Trustees

BUYER:

By: _____

DATE: _____

Authorized Representative

(Type or print name of authorized representative)

(Title of authorized representative)

Receipt of a fully executed original of the Contract and earnest money in the amount of \$_____ is hereby acknowledged.

BELTON ISD TITLE COMPANY

By: _____

Time: _____

Date: _____

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.

No Warranty Deed

THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE
	§	PRESENTS
COUNTY OF BELL	§	

THAT, subject to the conditions and restrictions below, the Belton 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 paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL, and CONVEY to _____ ("Grantee"), whose address is _____ the tract of 6.63 acres described in the Field Notes attached hereto as Exhibit A and made a part of this instrument ("Property" hereinafter).

Grantor excludes and excepts any warranties, express or implied, regarding the Property, including without limitation, any warranties arising by common law or section 5.023 of the Property Code or its successor. Grantor reserves and excepts all of the mineral rights in the described property for Grantor, Grantor's heirs, executors, and assigns, this reservation being understood to include by its terms, oil, gas, and any other minerals on, in, and under the property conveyed.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions stated above, to Grantee, its successors and assigns forever without warranty of any kind.

Executed this _____ day of _____, 202__.

BELTON INDEPENDENT SCHOOL DISTRICT

By: _____
President of the Board of Trustees

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on _____, 2024, by _____, Board President of and duly authorized agent for Belton Independent School District, on behalf of Belton Independent School District, a political subdivision of the State of Texas.

Notary Public, State of Texas

**BELTON INDEPENDENT SCHOOL DISTRICT
SALE OF PROPERTY (HUEY DRIVE)
SEALED BID OFFER FORM
RFP #2411-100-375**

1. Name and Address of Offeror:

2. Telephone and Fax Numbers and Email:

Telephone: _____

Fax: _____

Email: _____

3. Person to Contact:

4. Bid for 6.63 Acre Tract, Huey Drive, Belton, TX

\$ _____

5. Land Exchange Option

THIS OFFER SHALL REMAIN OPEN FOR 60 DAYS.

OFFEROR:

Authorized Representative:

(Signature)

Date: _____

(Print your name here)

Title: _____

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

September 24, 2024

Surveyor's Field Notes for:

8.549 Acres, situated in the **James P. Wallace Survey, Abstract 906**, Bell County, Texas, embracing all of Lot 1, B.I.S.D. Second Addition, an addition within the City of Belton, Bell County, Texas, according to the plat of record in Cabinet C, Slide 217-A, Plat Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with 3" aluminum "TxDOT cap found at the southwest corner of a called 0.69 acre tract conveyed to the City of Belton in Volume 3723, Page 636, Official Public Records of Real Property, Bell County, Texas, same being the northeast corner of a called 0.0218 acre tract conveyed to the State of Texas in Document No. 2019-00023016, on the east line of South Loop 121, according to Doc. No. 2019-00023016, of said official public records, same being on a north line of said Lot 1, for the most westerly northwest corner of this tract of land;

THENCE, in an easterly direction, with the south line of said 0.69 acre tract, same being a north line of said Lot 1, **S 73°27'04" E., 135.17 feet**, (*Plat S 71°01'28" E., 150.03 feet*), to a 5/8" iron rod with cap stamped "ACS" set at the southeast corner of said 0.621 acre tract, same being an interior corner of said Lot 1, for an interior corner of this tract of land;

THENCE, in a northerly direction, with the east line of said 0.69 acre tract, same being a west line of said Lot 1, **N 16°12'09" E., 199.96 feet**, (*Plat N 18°34'37" E., 199.96 feet*), to a 5/8" iron rod found on the south line of Parcel G, West Canyon Trails Phase III, Replat No. 1, of record in Document No. 2022004099-A&B, of said official public records, being the northeast corner of said 0.69 acre tract, same being the most northerly northwest corner of said Lot 1, for the most northerly northwest corner of this tract of land;

THENCE, in an easterly direction, with the south line of said West Canyon Trails III, Replat No. 1, same being the north line of said Lot 1, **S 73°28'05" E., 508.58 feet**, (*Plat S 71°00'00" E., 1458.55 feet*) and (*Plat S 73°28'07" E., 600.01 feet – Doc. No. 2022004099-A&B*), to a 1/2" iron rod found at the southeast corner of Lot 25, Block 7, of said West Canyon Trails Phase III, Replat No. 1, same being the southwest corner of Lot 24, Block 7, West Canyon Trails Phase III, of record in Document No. 2021037037-A&B, of said official public records, for an angle corner of this tract of land;

THENCE, continuing in an easterly direction, with the south line of said West Canyon Trails Phase III, same being the north line of said Lot 1, **S 73°19'53" E., 269.23 feet**, (*Plat S 71°00'00" E., 1458.55 feet*) and (*Plat S 73°19'45" E., 328.02 feet – Doc. No. 2021037037-A&B*), to a 1/2" iron rod found at the southeast corner of Lot 21, Block 7, of said West Canyon Trails Phase III, same being the southwest corner of Lot 20, Block 7, of said West Canyon Trails Phase III, Replat No. 1, for an angle corner of this tract of land;

THENCE, continuing in an easterly direction, with the south line of said West Canyon Trails Phase III, Replat No. 1, same being the north line of said Lot 1, **S 73°40'36" E., 245.08 feet**, (*Plat S 71°00'00" E., 1458.55 feet*) and (*Plat S 73°42'51" E., 245.02 feet – Doc. No. 2022004099-A&B*), to a 1/2" iron rod found at the southeast corner of Lot 16, Block 7, of said West Canyon Trails Phase III, Replat No. 1, same being the southwest corner of Lot 27, Block 2, West Canyon Trails, Phase IV, of record in Document No. 202200548, of said official public records;

THENCE, continuing in an easterly direction, with the south line of said West Canyon Trails Phase IV, same being the north line of said Lot 1, **S 73°16'33" E., 433.94 feet**, (*Plat S 71°00'00" E., 1458.55 feet*), (*Plat S 73°14'30" E., 483.97 feet – Doc. No. 202200548*), to a 3/4" metal pipe found on the south line of Lot 20, of said Block 2, being the northeast corner of said Lot 1, same being the northwest corner of Lot 1, Block 6, Liberty Valley Phase I, of record in Cabinet D, Slide 169-C, of said plat records, for the northeast corner of this tract of land;

THENCE, in a southerly direction, with the west line of Lot 1, of said Block 6, same being the east line of Lot 1 of said B.I.S.D. Second Addition, **S 16°28'48" W., 251.17 feet**, (Plat S 19°03'43" W., 250.00 feet), to a 5/8" iron rod with cap stamped "ACS" set on the north line Huey Road, according to Cabinet C, Slide 217-A, of said plat records, being the southeast corner of Lot 1, of said B.I.S.D. Second Addition, for the southeast corner of this tract of land, from which a 5/8" iron rod with cap stamped "ALL COUNTY" found at the southwest corner of Lot 1, of said Block 6 bears **S 16°28'48" W., 50.75 feet**;

THENCE, in a westerly direction, with the north line of said Huey Road, same being the south line of Lot 1, of said B.I.S.D. Second Addition, **N 73°23'33" W., 1571.23 feet**, (Plat N 71°00'00" W., 1605.97 feet), to a 5/8" iron rod with 3" aluminum "TxDOT" cap found at the southeast corner of said 0.0218 acre tract, being the intersection of the north line of said Huey Road and the east line of said South Loop 121, for the most southerly southwest corner of this tract of land;

THENCE, in continuing in said westerly direction, with the east line of said South Loop 121, over and across Lot 1, of said B.I.S.D. Second Addition, being the east line of said 0.0218 acre tract, **N 28°34'52" W., 27.61 feet**, (Deed N 28°49'08" W., 27.56 feet – Doc. No. 2019-00023016), to a 5/8" iron rod with 3" aluminum "TxDOT" cap found, being an angle corner of said 0.0218 acre tract, for the most westerly southwest corner of this tract of land;

THENCE, in a northerly direction, with the east line of said South Loop 121 and the east line of said 0.0218 acre tract, **N 16°00'03" E., 30.91 feet**, (Deed N 16°10'52" E., 30.96 feet – Doc. No. 2019-00023016), to the **Point of Beginning** and containing 8.549 acres of land.

Bearings cited hereon are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

Surveyed August 20, 2024

ALL COUNTY SURVEYING, INC.
1-800-749-PLAT
TX. Firm Lic. No. 10023600

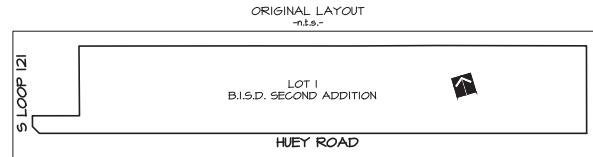
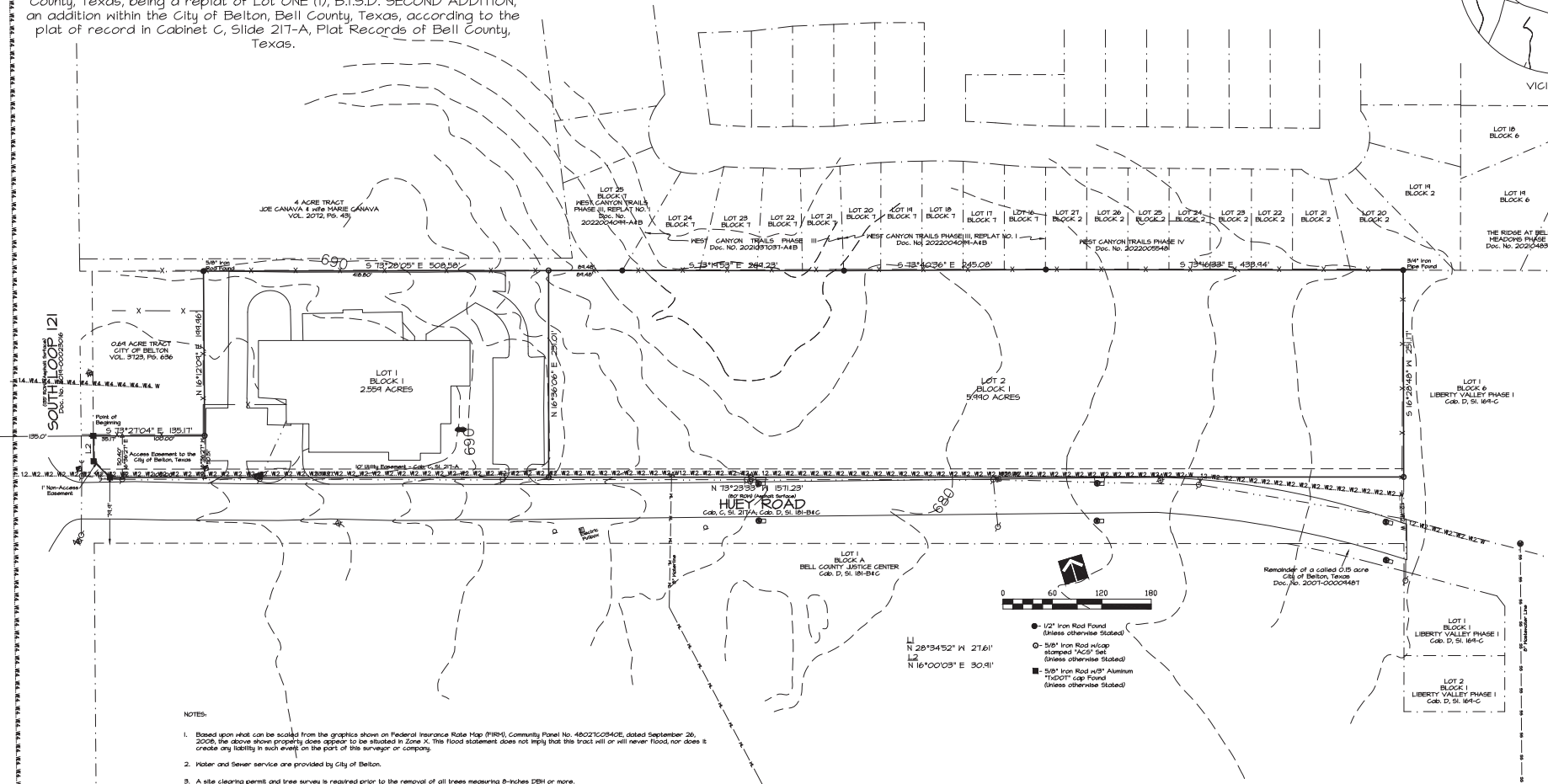
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Charles C. Lucko
 Registered Professional Land Surveyor
 Registration No. 4636

8,549 Acres, situated in the James P. Wallace Survey, Abstract 906, Bell County, Texas, being a replat of Lot ONE (1), B.L.S.D. SECOND ADDITION, an addition within the City of Belton, Bell County, Texas, according to the plat of record in Cabinet C, Slide 217-A, Plat Records of Bell County, Texas.

4 ACRE TRACT
JOE CANAVA & wife MARIE CANAVA
VOL. 20732 PG. 459

VICINITY MAP
- n t s -

1. Based upon what can be seen from the graphics shown on Federal Insurance Rate Map (FIRM), Community Panel No. 48022C0404E, dated September 26, 2006, the above shown property does appear to be situated in Zone X. This flood statement does not imply that this tract will or will never flood, nor does it create any liability in such event on the part of the surveyor or company.
2. Water and Sewer service are provided by City of Belton.
3. A site clearing permit and tree survey is required prior to the removal of all trees measuring 8-inches DBH or more.
4. Building lines for the tract shown herein shall be in accordance with the City of Belton Zoning Ordinance.
5. The City of Belton does not regulate lot to lot drainage.
6. Width of roadway surface of East Hwy Drive is 43'.
7. No deed restrictions are proposed.
8. A T-100-access easement is proposed for the entirety of the South Loop (2) frontage.
9. Bearings cited herein are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.
10. A 5-foot sidewalk will be required along Hwy Drive.
11. The location of the underground utility lines shown herein is based on a combination of visible surface appearances and record information. Locations shown are generally schematic in nature and may not accurately reflect the correct size and location of each particular utility. Some utility lines may not be shown. Private utility companies and contractors should be notified to mark any buried lines. Contractors shall assume responsibility for actual field location and protection of existing utility facilities whether shown or not.

LOTS - TWO (2)
BLOCKS - ONE (1)
AREA - 8.549 ACRES

OWNER:
BELTON INDEPENDENT SCHOOL DISTRICT

- LEGEND**
-  Power Pole
 -  Telephone Pedestal
 -  Manhole Manhole
 -  Water Valve
 -  Fire Hydrant
 -  Transformer
 -  Cleanout
 -  Manhole Storm
 -  Fiber Optic Cable Pedestal
 -  Underground Cable Sign
 -  Gas Valve

**EXISTING CONDITIONS OF
B.I.S.D. SECOND ADDITION REPLAT**
a subdivision within the City of Belton, Bell County, Texas.

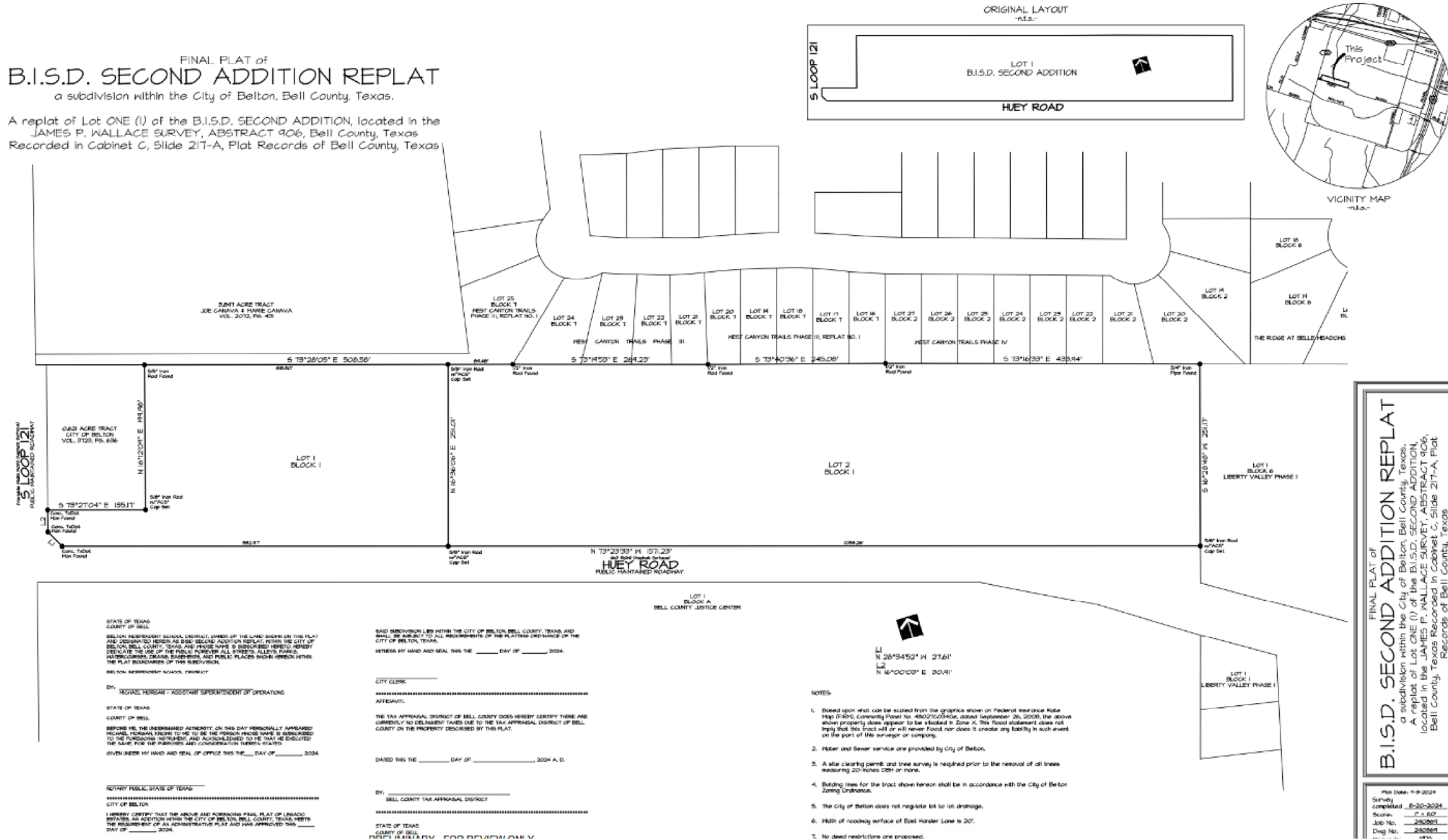
Plot Date: 09-24-2024
Survey completed 8-20-2024
Scale: 1" = 60'
Job No. 240869
Dwg No. 240869
Drawn by MDG
Surveyor CCL #4636



ALL COUNTY SURVEYING, INC.
Tx. Firm No. 10023600
4390 South 5th Street
Temple, Texas 76502
254-718-2272 Killeen 254-634-4636
Fax 254-714-7608
www.allcountysurveying.com

FINAL PLAT of
B.I.S.D. SECOND ADDITION REPLAT
a subdivision within the City of Belton, Bell County, Texas.

A replat of Lot ONE (1) of the B.I.S.D. SECOND ADDITION, located in the
JAMES P. WALLACE SURVEY, ABSTRACT 906, Bell County, Texas
Recorded in Cabinet C, Slide 21T-A, Plat Records of Bell County, Texas



FINAL PLAT of
B.I.S.D. SECOND ADDITION REPLAT
a subdivision within the City of Belton, Bell County, Texas.
A replat of Lot ONE (1) of the B.I.S.D. SECOND ADDITION
located in the JAMES P. WALLACE SURVEY, ABSTRACT 906,
Bell County, Texas Recorded in Cabinet C, Slide 21T-A, Plat
Records of Bell County, Texas

Plan Date:	1-9-2024
Survey	Completed
Scale:	1" = 60'
Job No:	240003
Dwg No:	240003
Rev:	1