

**BROOKS COUNTY INDEPENDENT SCHOOL DISTRICT
REQUEST FOR BIDS FOR SALE OF REAL PROPERTY**

RFB No. REALPROP #2

I. NOTICE OF SALE OF REAL PROPERTY

This Request for Bids is an opportunity to purchase certain real property owned by Brooks County Independent School District (the “District”), which property is more fully described below (the “Property”). The Board of Trustees of the District hereby serves notice that it will accept sealed bids for sale of the surface only of the Property.

Mailing & Physical address:
Brooks County Independent School District
Attn: Alissa Sanchez
P.O. Box 589/ 200 W. Bennett Street
Falfurrias, Texas 78355

Bid envelopes must be plainly marked on the outside as follows:

“BID TO PURCHASE REAL PROPERTY”

The District will receive sealed, written bids to buy the Property. *Any sealed bids received will be opened at 2:00 pm each Wednesday preceding any regular school board meeting at the Brooks County ISD Administration Building.* The District will present all bids received to the school board for review and consideration at each board meeting until the board approves a bid.

The Board of Trustees plans to take action on bids at a Board meeting after the bid opening. The District reserves the right to accept any bid, to reject any and all bids and to waive any informality in bids received.

Bidder agrees that the bid shall remain open and subject to acceptance by the District for a period of forty-five (45) calendar days from the bid date. Faxed/e-mailed bids will not be considered.

Please contact Oscar Galindo, Director of Operations, Brooks County ISD at 361-325-8001 or ogalindo@bcisd.us for additional information regarding the Property and to schedule an inspection of the Property.

The Property is being sold “AS IS AND WHERE IS”, with any and all latent and patent defects and faults, and there is no warranty by the District that the Property is fit for a particular purpose. In addition, the Property is being sold subject to the conditions, exceptions and reservations contained in the Bid Package and exhibits thereto. The Property may contain environmental conditions or hazards and the Buyer will be required to assume all duties, costs, and risks of abatement of such conditions.

BIDS MUST BE SUBMITTED ON THE BID FORM INCLUDED IN THIS BID PACKAGE. THIS BID PACKAGE CONTAINS REQUIRED BID TERMS AND DESCRIPTIVE INFORMATION ABOUT THE PROPERTY. BIDS NOT MADE AS SET FORTH BY THE BID PACKAGE MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

Bidder agrees, if a bid is accepted/approved by the District's Board of Trustees, to enter the Real Estate Sales Contract within seven (7) calendar days of written notice of acceptance. Bidder's failure to execute the Real Estate Sales Contract within such seven (7) day period is deemed a default by bidder, bidder will forfeit the earnest money, and the District will have no obligation to the bidder.

After execution of the Real Estate Sales Contract by the bidder, if the bidder terminates the contract pursuant to any right to terminate contained in the Contract, except upon Seller's default, bidder will forfeit \$1,000 of the earnest money as to the Property and the District will have no obligation to the bidder. However, if the bidder defaults under the contract, the District will be entitled to retain the full amount of the earnest money.

If the selected bidder fails to enter the Contract, or if the conveyance does not occur for any reason, the District reserves the right to select another bidder responsive to this Request for Bids.

Description of Property

605 E. Terry St., Falfurrias, Texas 78355. Brooks County Appraisal District Property ID No. 6371. Further described as Lot 2, Block 20, Miller Brothers Addition, an addition to the City of Falfurrias, Brooks County, Texas, according to the map or plat thereof, recorded in Volume 93, Page 839, Map Records of Brooks County, Texas. (This description is subject to a survey of the property by buyer as described in the contract).

OTHER CONDITIONS OF PROPERTY

- A.** The Property appears to be located within a 100-year floodplain, FEMA Special Flood Hazard Area Zone AO.
- B.** Exclusions, exceptions, conditions and stipulations of record to the extent they are still in effect.
- C.** Any visible or apparent easement on or across the property or any portion thereof, the existence of which is not disclosed by the records of the County Clerk of Brooks County, Texas, including, but not limited to, utility lines or facilities in place.
- D.** Any portion of the herein described property which falls within the boundaries of any road or roadway.
- E.** Any state of facts that an accurate and complete ALTA/NSPS Land Title Survey (with all Table A items) and/or physical inspection of the property might disclose.
- F.** All zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions and other laws and regulations now in effect or hereinafter adopted by any governmental authority having jurisdiction over the property.
- G.** The District specifically reserves, excepts and retains Mineral Rights, but will waive the surface rights. For purposes of the conveyance, "Mineral Rights" include, whether on, in or under the premises, all of the following minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, the District hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of conveyance.

REQUIRED FORMS

All respondents must submit the following forms with their Bid:

1. **Conflict of Interest Questionnaire** (copy attached).
2. **IRS W-9 Form** (copy attached).
3. **Felony Notification Form** (copy attached).

Other/Additional Forms:

Disclosure of Interested Parties (Form 1295): If Respondent's bid is selected by the District, Respondent may be required to submit a Disclosure of Interested Parties (Form 1295). Texas Government Code, Section 2252.908 requires that a "business entity" entering into an agreement with the District to submit, a Disclosure of Interested Parties Form, using the form and procedure established by the Texas Ethics Commission. The form requires disclosure of any "interested party" to the agreement of which the contracting entity is aware, and execution by an authorized agent of the business entity. Form 1295, the form promulgated by and available from the Texas Ethics Commission must be submitted **electronically** by a covered business entity at the same time the business entity submits the signed agreement to the District in compliance with the Ethics Commission's rules.

The form and the process for filing can be found at the Texas Ethics Commission website at: <https://www.ethics.state.tx.us/filinginfo/1295/>. Should you be the successful bidder, you are encouraged to contact your own legal counsel with any questions you may have about the requirement or the process.

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.

FELONY CONVICTION NOTIFICATION

The Texas Education Code, Section 44.034(a) states that 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 the felony.

Furthermore, Section 44.034(b) states that 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.

Lastly, Section 44.034 (c) states that this section does not apply to a publicly held corporation.

() My firm is a publicly held corporation, therefore this requirement is not applicable.

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

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

Name: _____

Description of conduct resulting in a felony:

Name: _____

Description of conduct resulting in a felony:

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

Company's Name: _____

Authorized Company Official's Name: _____

Authorized Company Official's Title: _____

Date

Signature

II. INSTRUCTIONS TO BIDDERS

1. **SEALED BID:** The District will accept sealed bids for sale of the Property. The District will determine in its sole and absolute discretion whether to sell Property or reject all bids.
2. **REAL ESTATE SALES CONTRACT:** A Real Estate Sales Contract and related documents are included in this Bid Package as **Attachment A**. The District will consider proposed changes to the form of the Real Estate Sales Contract submitted in writing with the bid; however, the District reserves the right to reject any proposed changes.
3. **SPECIAL WARRANTY DEED:** A draft copy of the Special Warranty Deed is included in this Bid Package as **Exhibit D** to the Real Estate Sales Contract. The District will consider proposed changes to the form of Deed submitted in writing with the bid; however, the District reserves the right to reject any proposed changes.
4. **EARNEST MONEY & FINANCIAL INFORMATION:** If the bidder is bidding on the Property, the Bid must be accompanied by a money order or cashier's check in the amount of \$1,000 for the property, payable to the District. (Cash is **NOT** acceptable). The Bid should also include the financial information as requested in the enclosed form.
5. **TIME FRAME FOR CLOSING:** Bids will be presented to the Board of Trustees for acceptance at a Board meeting after bids are opened. Closing should occur as provided in the Real Estate Sales Contract.
6. **BID DOCUMENTS:** A complete bid response should include:
 - The Bid Form, properly completed, and
 - Earnest Money, in the form of a money order or cashier's check, in the amount set out in paragraph 4 above. (Cash is **NOT** acceptable).
 - Conflict of Interest Questionnaire.
 - Form W-9
 - Felony Notification Form
7. **WITHDRAWAL OF BIDS:** Bidder may request permission to withdraw a bid prior to the actual time for bid opening. Such request must be made in person or in writing at the same location designated to receive the bid. The District will return the bid documents unopened at that time.
8. **OTHER INFORMATION:** Other conditions of sale for the Property are contained above. The District believes the information included in this Bid Package is materially accurate, however, the District does not warrant this information to be free from errors or omissions. Bidders are encouraged to inspect the premises prior to placing a bid.

III. BID FORM

IMPORTANT: A bid, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, bidder agrees to strictly abide by the terms and conditions contained in this Bid Package and exhibits thereto. All information submitted by the bidder is true and correct. The District, or any authorized representative of the District, is authorized by the undersigned to contact any firm, institution, or person to obtain information about our financial condition, and any other information which the District might determine as being desirable.

Entity, Company or Firm Name: _____

Contact Person: _____

Address: _____

Telephone #: _____

Fax #: _____

Email address: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

1. PROPERTY BID AMOUNT: _____
DOLLARS (\$ _____).

FINANCIAL INFORMATION

Bank reference(s): _____

Individual, Title: _____

Name of Bank: _____

Address: _____

Telephone: _____

Enclose any available information regarding bidder's financial capability to purchase the property at the Bid Amount above, including, but not limited to, proof of adequate financing, audited financial statement, loan commitment letter, etc.

To the extent required by Texas Government Code Chapter 2273, bidder verifies by its signature that it is not an abortion provider or an affiliate of abortion providers.

ATTACHMENT A

REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below, and is effective on the date (“Effective Date”) of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: THE BOARD OF TRUSTEES OF THE BROOKS COUNTY
INDEPENDENT
SCHOOL DISTRICT
Attn: Scott Rogers, Superintendent
P.O. Box 589
Falfurrias, Texas 78355
Phone: 361-325-8001
E-mail: srogers@bcisd.us

Seller’s Attorney: WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.
Attn: Elisabeth Nelson
105 Decker Court, Suite 700
Irving, Texas 75062
Phone: 214-574-8800
E-mail: enelson@wabsa.com

Buyer: EXHIBIT ONLY

Phone: _____
Email: _____
Type of entity: _____

Buyer’s Attorney: EXHIBIT ONLY

Phone: _____
Email: _____

Buyer’s Broker: EXHIBIT ONLY

Phone: _____
Email: _____

Property: The property shall mean the surface only of the real property as described in **Exhibit A** (the “Land”), together with all improvements to the Land existing as of the Closing Date. The property shall not include any personal property not permanently affixed to the Land.

Title Company: STEWART TITLE COMPANY
Attn: Gay Lynn Storm, Escrow Officer
1708 E. Main St.
Alice, Texas 78332
Phone: 361-668-6024
Email: gstorm@stewart.com and Elisa.Salinas@stewart.com

Purchase Price: The purchase price for the property shall be the amount set forth in the Buyer's Bid, to be paid in cash, or cash equivalent. Buyer's Bid is attached as **Exhibit C**. The purchase price is EXHIBIT ONLY.

Earnest Money: Earnest money shall be tendered to Seller with the Buyer's bid, which document is incorporated herein by reference for all purposes. The amount of the Earnest Money is EXHIBIT ONLY.

Independent Consideration: EXHIBIT ONLY of the Earnest Money shall be independent consideration ("Independent Consideration") for the option and right to terminate this Contract granted to Buyer in **Section G(3)** herein, which Independent Consideration shall be non-refundable to Buyer, and shall be applied to the Total Sales Price at Closing.

County for Performance: This Contract shall be performed in Brooks County, Texas.

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M., local time, on the day indicated. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence of this agreement.

- 1. Earnest Money Deadline:** Earnest Money must be tendered with the Buyer's Bid for the Property and must be in the amount and form set forth above and in the Bid Package. The Earnest Money deposit of the bidder approved by the Board of Trustees shall be tendered to the Title Company within five (5) business days after the Effective Date.
- 2. Delivery of Title Commitment:** Thirty (30) days after the Effective Date.
- 3. Delivery of Survey:** Thirty (30) days after the Effective Date.
- 4. Delivery of UCC Search:** Not applicable.
- 5. Delivery of legible copies of instruments referenced in the Title Commitment and Survey:** Thirty (30) days after the Effective Date.
- 6. Delivery of Title Objections:** Five (5) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.

7. **End of Inspection Period:** Forty-Five (45) days after the Effective Date.
8. **Closing Date:** on or before Sixty (60) days after the Effective Date.
9. **Closing Time:** 4:00 p.m. unless otherwise agreed by Seller and Buyer.

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - Special Warranty Deed in the form set forth in the Bid Package.
2. At closing, Buyer will deliver the following items:
 - Purchase Price
 - Evidence of Buyer's authority to consummate this transaction.

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits

The following exhibits are attached, and are incorporated by reference to form a part of this contract:

- Exhibit A – Description of the Land
- Exhibit B – Representations; As Is, Where Is; Environmental Matters
- Exhibit C – Buyer's Bid
- Exhibit D – Form of Deed

D. Purchase and Sale of Property

1. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The Form of Deed in **Exhibit D** will be used to convey the property.
2. **OTHER CONDITIONS OF SALE:** Exceptions to and reservations from conveyance and warranty:
 - a. The Property appears to be located within a 100-year floodplain, FEMA Special Flood Hazard Area Zone AO.
 - b. Exclusions, exceptions, conditions and stipulations of record to the extent they are still in effect.

c. Any visible or apparent easement on or across the property or any portion thereof, the existence of which is not disclosed by the records of the County Clerk of Brooks County, Texas, including, but not limited to, utility lines or facilities in place.

d. Any portion of the herein described property which falls within the boundaries of any road or roadway.

e. Any state of facts that an accurate and complete ALTA/NSPS Land Title Survey (with all Table A items) and/or physical inspection of the property might disclose.

f. All zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions and other laws and regulations now in effect or hereinafter adopted by any governmental authority having jurisdiction over the property.

g. The District specifically reserves, excepts and retains Mineral Rights but will waive surface rights. For purposes of the conveyance, "Mineral Rights" include, whether on, in or under the premises, all of the following minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, the District hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of conveyance.

E. Interest on Earnest Money

Seller may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. **Review of Title.** The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. **Title Commitment; Title Policy.** "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. Survey. “Survey” means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Buyer and Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for a Category 1A Survey.

4. Delivery of Title Commitment, Title Documents and Survey. Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2. Buyer must cause the Survey to be completed by the deadline stated in section A.3. Seller must deliver legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.5.

5. Title Objections. Buyer has until the deadline stated in section A.6. (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has ten (10) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items that pertain to Seller listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice.

G. Inspection Period

1. Entry onto the Property. Buyer may enter onto the Property prior to closing for purposes of conducting a boundary or environmental survey, or otherwise to inspect the property, subject to the following:

a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed survey or inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;

b. Buyer may not unreasonably interfere with existing operations or occupants of the Property, if any;

c. Buyer must notify Seller in advance of Buyer’s plans to conduct tests so that Seller may be present during the tests;

d. if the Property is altered because of Buyer’s inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;

e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days of their preparation or receipt by Buyer; and

f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. ***Buyer's Right to Terminate.*** Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. Upon such termination by Buyer, the earnest money less the Independent Consideration shall be paid to Buyer and Seller shall have no further obligation to Buyer.

4. ***Buyer Indemnity and Release of Seller***

a. ***INDEMNITY. BUYER WILL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY LOSS, ATTORNEY'S FEES, EXPENSES, OR CLAIMS ARISING OUT OF BUYER'S INVESTIGATION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART AS A RESULT OF SELLER'S NEGLIGENCE.***

b. ***Release.*** Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, including, but not limited to, claims alleged to have arisen in whole or in part as a result of Seller's negligence.

H. **Representations**

The parties' representations stated in **Exhibit B** are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. **Condition of the Property until Closing; Cooperation; No Recording of Contract**

1. ***Maintenance and Operation.*** Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within five (5) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than five (5) days before closing). If Buyer does not terminate this contract, Seller will convey the Property to Buyer in its damaged condition.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within five (5) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than five (5) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any written notice claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses, if any, held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. *Disposition of Earnest Money after Termination.*

a. To Buyer. If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, within five (5) days of receipt of Buyer's termination notice, Title Company shall deliver the Earnest Money to Buyer, less the Independent Consideration, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.

b. To Seller. If Seller terminates this contract in accordance with Seller's right to terminate due to Buyer's default, Buyer will, within five (5) days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. Duties after Termination. If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

K. Closing

1. Closing. This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. Closing Documents. The parties will execute and deliver the Closing Documents.

b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company.

c. Disbursement of Funds; Recording; Copies. Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. Possession. Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

2. Transaction Costs

a. Seller's Costs. Seller will pay one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to deliver copies of the instruments described in section A.5.; and Seller's expenses and attorney's fees.

b. Buyer Costs. Buyer will pay one-half of the escrow fee charged by Title Company; the basic charge for the Title Policy; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the additional premium for the "survey/area and boundary deletion" or other changes in the Title Policy, if such changes and deletions are requested by Buyer; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the costs to obtain the Survey; any fees or commissions to Buyer's Broker (if any); the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the mortgagee's title policies and endorsements and deletions required by Buyer's lender; and Buyer's expenses and attorney's fees.

c. Ad Valorem Taxes. Seller represents that it is entitled to an exemption from ad valorem taxes during the time it owned the Property. If this sale or Buyer's use of the Property

results in the assessment of any ad valorem taxes for the Property for the calendar year of closing, all such taxes and any associated costs will be paid by the Buyer. Buyer shall be responsible for notifying all taxing units having jurisdiction over the property of the change of ownership, and Buyer shall be responsible for any and all taxes, late fees or penalties assessed against the Property by reason of Buyer's failure to so note the change of ownership. Seller will, upon request, provide to Buyer proof of Seller's ownership of the property prior to the date of closing, and will assist Buyer in demonstrating Seller's exemption from ad valorem taxes for the period prior to the date of closing.

d. *Brokers' Commissions.* Seller, to the extent permitted by the laws and Constitution of the State of Texas, and Buyer each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its material obligations under this contract or if any of Seller's material representations are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may as its sole and exclusive remedy terminate this contract by giving notice to Seller on or before the Closing Date and have the Earnest Money, less \$100, returned to Buyer.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

a. *Termination; Damages.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller as liquidated damages. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the amount of the Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract to the extent that those expenses exceed the Earnest Money. Buyer will make payment of this amount to the Seller within ten (10) days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses in excess of the Earnest Money.

b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

3. **Damages.** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

M. Miscellaneous Provisions

1. **Notices.** Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, e-mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given, if the attorneys have been identified by the parties.

2. **Entire Contract.** This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. **Amendment.** This contract may be amended only by an instrument in writing signed by the parties.

4. **Prohibition of Assignment.** Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. **Survival.** The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. **Choice of Law; Venue.** This contract will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Brooks County, Texas.

7. **Waiver of Default.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this contract.

9. **Severability.** The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

13. *Waiver of Consumer Rights.* BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, *et seq.*, OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

(SIGNATURE PAGE FOLLOWS)

SELLER:

BOARD OF TRUSTEES OF THE BROOKS COUNTY
INDEPENDENT SCHOOL DISTRICT

By: EXHIBIT ONLY – NOT FOR EXECUTION

Printed Name: _____

Title: _____

Date: _____

BUYER:

EXHIBIT ONLY

By: EXHIBIT ONLY – NOT FOR EXECUTION

Printed Name: _____

Title: _____

Date: _____

Title Company acknowledges receipt of Earnest Money in the amount of \$_____ and a copy of this contract executed by both Buyer and Seller.

STEWART TITLE

By: EXHIBIT ONLY – NOT FOR EXECUTION

Printed Name: _____

Title _____

Date: _____

Exhibit A

Description of the Land (Surface only)

Lot 2, Block 20, Miller Brothers Addition, an addition to the City of Falfurrias, Brooks County, Texas, according to the map or plat thereof, recorded in Volume 93, Page 839, Map Records of Brooks County, Texas.

Exhibit B

Representations; As Is, Where Is; Environmental Matters

A. Seller's Representations to Buyer. Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. Authority. Seller is an independent school district duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by an authorized representative of Seller.

2. Litigation. There is no litigation pending or, to the best of Seller's knowledge, threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. Violation of Laws. Seller has not received written notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. Licenses, Permits, and Approvals. Seller has not received written notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal. Provided, however, that Seller's governmental exemption for *ad valorem* taxes is not transferable to Buyer, and Buyer will be responsible for all taxes and related charges arising from its purchase of the Property.

5. Condemnation; Zoning; Land Use. Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the property.

6. No Other Obligation to Sell the Property or Restriction against Selling the Property. Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. No Liens. On the Closing Date, the Property will be free and clear of any valid mechanic's and material man's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, material man's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. No Other Representation. Except as stated above, Seller makes no representation with respect to the Property.

9. No Warranty. Seller has made no warranty in connection with this contract.

B. Buyer's Representations to Seller. Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date:

1. Receipt of Bid Package. Buyer represents to Seller that Buyer has received and reviewed the Bid Package for the property, consisting of the following items:

- a. Notice of Sale of Real Property
- b. Instructions to Bidders
- c. Bid Form
- d. This Contract
- e. Special Warranty Deed

2. Consultation with Attorney. Buyer represents to Seller that Buyer is aware that this contract has important legal consequences, and that Buyer is entitled to consult an attorney of Buyer's choosing prior to executing this contract. Buyer further represents that to the extent Buyer has elected not to consult an attorney; Buyer has done so of Buyer's own free will and act.

C. PROPERTY SOLD "AS IS, WHERE IS;" NO WARRANTIES

NOTICE: THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE LIMITED WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE EXPRESSLY DISCLAIMED.

BUYER REPRESENTS AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER,

QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) 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 (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER.

Buyer further represents and agrees that, having been given the opportunity to inspect the property, Buyer is relying solely on its own investigation of the property and not on any information provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further represents and agrees that to the maximum extent permitted by law, the sale of the property as provided for herein is made on an "as is" condition and basis with all faults. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the property is sold by Seller and purchased by Buyer subject to the foregoing.

The provisions of this Section C regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

D. ENVIRONMENTAL MATTERS

ASBESTOS AND/OR ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS MAY BE PRESENT ON THE PROPERTY, AND BUYER ACKNOWLEDGES THAT IT MAY PERFORM AN ENVIRONMENTAL SURVEY OF THE PROPERTY PRIOR TO BIDDING.

AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE

NEGLIGENCE OF SELLER'S REPRESENTATIVES. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGED TO HAVE ARISEN AS A RESULT OF SELLER'S OWN NEGLIGENCE. BUYER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF SELLER AND IN THE NAME OF SELLER, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

The provisions of this Section D regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

Exhibit C

Buyer's Bid

[to be attached]

Exhibit D

Form of Deed

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

SPECIAL WARRANTY DEED

Date: EXHIBIT ONLY

Grantor: BOARD OF TRUSTEES OF THE BROOKS COUNTY
INDEPENDENT SCHOOL DISTRICT

Grantor’s Mailing Address: P.O. Box 589
Falfurrias, Texas 78355
Brooks County, Texas

Grantee: EXHIBIT ONLY

Grantee’s Mailing Address: _____

_____ County, Texas

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including improvements): [insert description]

Reservations from Conveyance: [Insert Reservations]

For Grantor and Grantor’s heirs, successors and assigns forever, a reservation of all oil, gas and other minerals in and under and that may be produced from the Property.

Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor and any and all rights to disturb the surface of the Property in any manner in connection with development, exploration and/or exploitation of the portion of the mineral estate owned by Grantor.

Exceptions to Conveyance and Warranty:

[Insert Permitted Exceptions]

As well as validly existing easements, rights-of-way, and prescriptive rights, whether of record or

not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Brooks County water or utility district; and taxes for 2025, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) 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 (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY

OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGED TO HAVE ARISEN AS A RESULT OF SELLER'S OWN NEGLIGENCE. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever; and it does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

BOARD OF TRUSTEES OF THE BROOKS
COUNTY INDEPENDENT SCHOOL DISTRICT

By: EXHIBIT ONLY – NOT FOR EXECUTION
_____, President, Board of Trustees

THE STATE OF TEXAS }
 }
COUNTY OF BROOKS } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Brooks County Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on _____; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2025.

EXHIBIT ONLY – NOT FOR EXECUTION
Notary Public, State of Texas

Return to Grantee’s Address:

