Ropes Independent School District
304 Ranch Road
Ropesville, TX 79358

IFSB #2026-03
INVITATION TO BIDDERS
BID INSTRUCTIONS

For purchase of:

The real property and improvements located at 1001 and 1003 Ellington Avenue, City of Ropesville, Hockley County, Texas

Real Property 1001 and 1003 Ellington Avenue Bid
Bids due December 1, 2026, at 3:00 p.m.

Invitation for Bids

GENERAL STIPULATIONS AND CONDITIONS

November 4, 2026

Bid Opening: Tuesday, December 1, 2026 @ 3:00 p.m.

SCOPE AND INTENT OF BID

It is the intention of Ropes Independent School District to accept sealed bids for the sale of the following real property located at 1001 and 1003 Ellington Avenue, Ropesville, Hockley County, Texas:

SURFACE ONLY:

All of Lots Five (5) and Six (6), Block Thirteen (13), Evans Addition to Ropesville, Hockley County, Texas, Recorded in Deed Record 10, Page 250.

Interested parties may contact RISD Central Office, 304 Ranch Road, Ropesville, Texas 79358, phone number (806) 562-4031, to arrange for inspection of the premises, pick up a bid packet, and for review of the sales contract and deed.

This property may include building(s) that are likely to contain asbestos and/or asbestos-containing material. A copy of RISD's Asbestos Management Plan setting forth the location and identity of all known hazardous materials will be provided to bidders upon request. Bidders will be required to assume by contract all current and future responsibilities, costs, abatements, and liabilities of all hazardous materials.

Sealed bids will be received until **3:00 p.m. on Tuesday, December 1, 2026**, at the office of the Ropes Independent School District's Central Office, 304 Ranch Road, Ropesville, Texas 79358. All bids received at or prior to such time will be opened and read aloud. Bids received after such time will not be opened or considered. The apparent highest and best bid or bids will be presented to the Board of Trustees for review and possible approval at its regularly scheduled meeting on currently tentatively scheduled for **Tuesday, December 8, 2026, at 6:00 p.m.** The District reserves the right and ability to reschedule consideration of the Bids to another Board meeting date that is at least 14 days after the second publication of the Property Bid advertisement at its sole discretion and convenience.

A performance securing cashier's check in the amount of $500.00 will accompany the returned bid. Upon acceptance of the bid by the school district, the unsuccessful bidders' checks will be returned. The successful bidder's cashier's check will be held to secure performance in case the bidder fails to provide the balance of funds necessary to satisfy the bid as required. In that event the school district will cash the performance secure cashier's check as liquidated damages.

Bids must be based on a lump sum cash payment (net of all closing costs) for the one tract containing both residences (bids on separate tracts/residences will not be accepted or considered) payable not more than 30 days following approval of the sale by the Board of Trustees. Bidders will be responsible for arranging and paying for any desired surveys, title insurance, other inspections of the premises, and all other "closing costs" without cost to RISD. Bids which specify other payment terms will be deemed

non-responsive and will not be considered. Ropes Independent School District reserves the right to reject all bids, and to waive any formalities.

WAIVER OF CLAIMS: BY TENDERING A BID TO THIS INVITATION TO BID, THE BIDDER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A BID AND THE PROCESS USED BY THE DISTRICT FOR SELECTING A BEST BIDDER. FURTHER, BY SUBMITTING A BID, THE BIDDER FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST THE DISTRICT AND ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID SUBMITTED IN RESPONSE TO THIS INVITATION TO BID.

The bidder should return the following items:

Bidder's Information Sheets (3 pages)
Bid Form Sheet
Any written exceptions or deviations
Completed and executed copy of Contract of Sale
Cashier's Check in the amount of $500.00, made payable to Ropes ISD

ANY EXCEPTION OR DEVIATION MUST BE IN WRITING AND MUST BE ATTACHED TO THE BID FORM!

1. INVITATION TO BID:

   A. The Ropes Independent School District invites all interested and qualified bidders to bid on the tract of real property listed herein which is to be sold by the school district as one tract with two residences commonly known as 1001 Ellington Avenue and 1003 Ellington Avenue.

   B. For the purpose and clarity of this document only, the word "DISTRICT" will herein mean the Ropes Independent School District and/or the Board of Trustees of the Ropes Independent School District, of Ropesville, Hockley County, Texas. Also, for the purpose and clarity of this document, the word "BIDDER" will herein mean any reliable and interested individual, vendor, and/or organization, which wants to purchase the advertised real property.

   C. The DISTRICT will receive sealed bids until the date and time stated on the first page. Immediately following the deadline for receiving the sealed bid proposals, they will be opened and read. All interested bidders are invited to the opening in the Central Office. These bids will be scheduled to be presented to the Board of Trustees of the Ropes Independent School District for its consideration at the currently tentatively scheduled regularly scheduled meeting in the Board Room located at 304 Ranch Road, Ropesville, Texas, at 6:00 p.m. on:

   Tuesday, December 8, 2026

   The District reserves the right and ability to reschedule consideration of the Bids to another Board meeting date that is at least 14 days after the second publication of the Property Bid advertisement at its sole discretion and convenience.

   D. After the Board of Trustees of the Ropes Independent School District have evaluated and approved the bids, the DISTRICT will provide a notice of intent to award to the apparent awarded bidder.

INSTRUCTIONS TO BIDDERS

2. BID SUBMISSION:

   A. Bidders must submit their bids on the "**Bid Form**" and "**Bidder's Information**" forms enclosed. The District also requires that each bidder submit a complete and executed copy of the Contract of Sale attached hereto, along with a Cashier's Check in the amount of $500.00, made payable to Ropes ISD. Bidders should make a copy of the returned "**Bid Form,**" "**Bidder's Information**" and "**Contract of Sale**" forms for their own records.

   B. Bids must be received no later than the bid opening date and the time specified above. Late bids will **NOT** be considered and will be returned unopened.

   C. Mail or deliver bids to:

   Dade Cosby, Superintendent
   Ropes Independent School District
   304 Ranch Road
   Ropesville, Texas 79358

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

"Real Property Bid – 1001 and 1003 Ellington Avenue"
Bid Opening: **Tuesday, December 1, 2026 @ 3:00 p.m.**

E. Only Sealed Bids are accepted. Faxed or emailed bids will not be accepted by the DISTRICT since the fax or email delivery process does not provide for the delivery of a sealed bid.

3. SIGNATURE ON BID:
To be valid, the bid must be manually signed in ink by an authorized person in the spaces provided. By such signature, the bidder agrees to strictly abide by the terms, conditions, specifications, and other document embodied in this Invitation for Bids.

4. BID CONDITIONS:
A. All bids will be based on a lump sum cash payment for the one tract offered, net of all closing costs, payable not more than 30 days following approval of the sale by the Board of Trustees, unless otherwise agreed to in writing. Bidders will be responsible for arranging for and paying for any desired surveys, title insurance, other inspection of the premises, and all other "closing costs" without cost to RISD. Bids, which specify other payment terms, will be deemed non-responsive and will not be considered.

B. The bidder will assume all risks, liabilities, and abatement costs for ALL hazardous materials currently found on this property and ALL future finds of hazardous materials on this property. **THE BIDDER WILL INDEMNIFY THE ROPES INDEPENDENT SCHOOL DISTRICT FROM ALL LIABILITIES RESULTING FROM HAZARDOUS MATERIALS CURRENTLY FOUND ON THIS PROPERTY AND ALL FUTURE FINDS OF HAZARDOUS MATERIALS ON THIS PROPERTY.**

C. The property will be conveyed by Deed.

GENERAL BID CONDITIONS

5. BID WITHDRAWAL:
A. Any bid may be withdrawn prior to the scheduled opening time.

B. No bid may be withdrawn during the period of ninety (90) days subsequent to the bid opening date without the expressed consent of the Ropes Independent School District. If a request for withdrawal of a bid is allowed, the bidder will be removed from the approved vendor bid list.

6. ANNULMENTS & RESERVATIONS:
A. The DISTRICT reserves the right to reject bids for any and all of the items, and/or to waive technical defects, if in the DISTRICT's judgment, it is in its best interest.

B. The DISTRICT reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in the case of any willful attempt to impose upon the DISTRICT, additional requirements. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the DISTRICT to damages for the breach of any covenant of the contract by the BIDDER.

C. No part of this contract may be assigned or subcontracted without the prior written approval of the District.

7. BID ERRORS:
Bidders or their authorized representatives are expected to fully acquaint themselves with the conditions, requirements and specifications before submitting bids. **FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND HE/SHE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.**

8. COMPLIANCE AND RIGHT OF SELECTION:
A. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

B. **THE ROPES INDEPENDENT SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS WHICH COMPLY WITH THESE SPECIFICATIONS, OR TO ACCEPT A LOWER BID WHICH COMPLIES, PROVIDED THAT IN THE JUDGMENT OF THE ROPES INDEPENDENT SCHOOL DISTRICT, THE OFFER UNDER THE LOWER PRICE BID HAS ADDITIONAL VALUE, FUNCTION, OR SERVICE WHICH JUSTIFIES THE DIFFERENCE IN PRICE.**

C. Evaluation of all bids shall take into account the following considerations: price, reputation of the bidder, the bidder's safety record, the bidder's past contract performance and service with the DISTRICT or other community organizations, etc., and whichever is in the best interest of the Ropes Independent School District.

D. The purchasing preference law, in the state in which the out-of-state bidder resides, will be applied to the out-of-state bid when evaluating and comparing bids with a Texas resident bidder.

9. CONFIDENTIAL INFORMATION OR TRADE SECRETS (Texas Government Code, Chapter 552):
If any of the information requested in this bid is considered to be confidential or a trade secret belonging to the bidder and if released would give advantage to competitors or bidders, that information should be filed with the bid in a separate envelop marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION". Any requests for information will be governed by Texas Government Code, Chapter 552, and bidder will be responsible for any and all actions and costs associated with protection of bidder's information under Texas Government Code, Chapter 552.

10. OFFER/ACCEPTANCE:
A. **THE SUBMITTED BID AND CONTRACT OF SALE FROM THE BIDDER WILL BE CONSIDERED THE OFFER, AND CONTRACTS FOR PURCHASE OF THE PROPERTY WILL BE AWARDED BY THE DISTRICT.**

B. All contracts and agreements between vendors and Ropes Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on uniform state laws. (Reference: Uniform Commercial Code, Current Official Text)

BIDDER'S INFORMATION

Real Property – 1001 and 1003 Ellington Avenue, Ropesville, Hockley County, Texas

Ropes Independent School District

Bid Opening: **December 1, 2026 @ 3:00 p.m.**

ALL INFORMATION ASKED FOR BELOW MUST BE PROVIDED, AND THIS PAGE MUST BE SIGNED AND RETURNED WITH THE BID. IF THIS BID IS NOT SIGNED, IT WILL BE DISQUALIFIED AT THE OPENING.

BY SIGNING THIS FORM THE AUTHORIZED UNDERSIGNED AGREES TO THE FOLLOWING STATEMENTS. (ANY EXCEPTIONS MUST BE IN WRITING AND ACCOMPANYING THIS BID.)

I (We) propose to purchase the advertised real property from the Ropes Independent School District, at the price indicated and to remain in compliance with the General Stipulations and Conditions, Specifications, and the provisions to be contained in the deed(s).

(I) (We) certify that this bid will be made without any previous understanding, agreement, or connection with any person, firm, or corporation bidding on such real property, and shall be in all respects fair and without collusion or fraud, and in no way limits competition.

(I) (We) certify that this person or firm and no employee of this person or firm has given, offered to give, nor intends to give at **any time** any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any employee, officer or agent of Ropes Independent School District in connection with this submitted bid.

(I) (We) certify that this person or firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to race, color, religion, sex, national origin, age, handicap, or political application or belief.

COMPANY or INDIVIDUAL NAME: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED PRINTED NAME: _____

TITLE: _____

ADDRESS: _____
(Street Address)

_____
(PO Box Address)

CITY, STATE, ZIP CODE: _____

TELEPHONE #: _____

FAX TELEPHONE #: _____

DATE: _____

BIDDER'S INFORMATION (continues - page 2)
Real Property – 1001 and 1003 Ellington Avenue
Ropesville, Hockley County, Texas
Ropes Independent School District
Bid Opening: December 1, 2026 @ 3:00 p.m.

HUB (Historically Underutilized Business) Report

Please check the following blanks that apply to your company:

_____ Ownership of firm (51% or more)

_____ Small Business (Less than $1,000,000.00 annual receipts or 100 employees.)

_____ other minority (specify)_____

_____ Certified by the State of Texas as a Historically Underutilized Business (HUB) -- Please provide us with a copy of the certificate.

_____ Black

_____ Female

_____ Non-minority

_____ Handicapped owned

The Ropes Independent School District does not currently maintain set-asides or give preference to HUBs in bids, proposals, or quotes. The above information is solicited for the purpose of statistical tracking only.

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 contract."

This Notice Is Not Required of a Publicly Held Corporation

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

COMPANY NAME:_____

Check the appropriate box and sign the form.

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

AUTHORIZED SIGNATURE: _____

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

AUTHORIZED SIGNATURE: _____

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

Name of Felony: _____

Details of Conviction(s): _____

AUTHORIZED SIGNATURE:_____

BID FORM
Real Property – 1001 and 1003 Ellington Avenue
Ropesville, Hockley County, Texas
Ropes Independent School District
Bid Opening: **December 1, 2026 @ 3:00 p.m.**

I (We) the undersigned, bid the following amount for the real property and improvements located in/near Ropesville, Hockley County, Texas:

SURFACE ONLY:

All of Lots Five (5) and Six (6), Block Thirteen (13), Evans Addition to Ropesville, Hockley County, Texas, Recorded in Deed Record 10, Page 250.

I (We) understand that I am (we are) responsible for arranging for any desired surveys, title insurance, other inspections of the premises, and all other closing activities and "closing costs" without cost to RISD.

I (WE) UNDERSTAND THAT THIS PROPERTY IS SOLD "AS IS" AND ROPES INDEPENDENT SCHOOL DISTRICT MAKES NO WARRANTY AS TO ITS CONDITION, AND EXPRESSLY DENIES AND REVOKES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE PROPERTY'S FITNESS FOR ANY PARTICULAR PURPOSE. I (WE) WILL ASSUME ALL CURRENT AND FUTURE RESPONSIBILITIES, COSTS, ABATEMENTS, AND LIABILITIES OF ALL HAZARDOUS MATERIALS.

I (We) included a performance securing cashier's check in the amount of $500.00. The successful bidder's cashier's check will be held as performance security in case the bidder fails to provide the balance of funds necessary to satisfy the bid as required. In that event the school district will cash the performance securing cashier's check as liquidated damages.

Bid Amount:

_____ [$_____]
(insert bid price in text and numerical form)

ORGANIZATION or INDIVIDUAL NAME: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED PRINTED NAME: _____

TITLE: _____

Ropes Independent School District

Sample

Contract of Sale

CONTRACT OF SALE

THIS CONTRACT FOR SALE OF REAL PROPERTY ("this Agreement") is made by and between the Ropes Independent School District and _____.

WITNESSETH:

WHEREAS, Seller properly published its NOTICE OF INTENT TO SELL REAL PROPERTY AND INVITATION TO BID on November 4, 2026, and November 11, 2026, in ***Levelland & Hockley County News Press***, a newspaper published in the county in which the property is located, concerning certain real property more fully described herein, all in compliance with Texas Local Government Code §272.001 *et seq.*

WHEREAS, the Buyer submitted a bid on said real property, which bid was determined to be the best bid by Seller's Board of Trustees at a properly held meeting.

WHEREAS, Seller has agreed to sell the property to Buyer, and Buyer has agreed to purchase the Property from Seller, as set forth in the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto do hereby agree as follows:

1. PARTIES: Ropes Independent School District (the "Seller") agrees to sell and convey to _____ [*insert name*] (the "Buyer") and the Buyer agrees to purchase from the Seller the Property described below. Seller and Buyer are sometimes collectively referred to herein as the "Parties" and each of the Parties is sometimes singularly referred to herein as a "Party."

2. PROPERTY: The real property and improvements located at 201 Walnut Street, Ropesville, Hockley County, Texas, which is more particularly described as follows (the "Property"):

Surface only:

All of Lots Five (5) and Six (6), Block Thirteen (13), Evans Addition to Ropesville, Hockley County, Texas, Recorded in Deed Record 10, Page 250.

3. SALES PRICE: Sales Price payable by Buyer at closing..... $_____.____
[*insert sales price*]

4. FINANCING: There will be no Owner financing of the sales price. The Buyer will pay the Sales Price at Closing.

5. EARNEST MONEY: Included with the delivery of this contract is earnest money in the amount of $500.00 (the "Earnest Money"). The Earnest Money shall be applied to the Sales Price at the Closing. If, pursuant to any provision of this Contract, Buyer is entitled to obtain a refund of the Earnest Money, Seller shall return the Earnest Money to Buyer.

6. TITLE INSURANCE AND SURVEY:

A. TITLE POLICY: If so requested by Buyer, the Seller shall furnish to the Buyer at the BUYER'S SOLE EXPENSE an owner policy of title insurance ("Title Policy") issued by a title company in Lubbock or Hockley Counties, Texas ("Title Company"), in the amount of the Sales Price, dated at or after Closing, insuring the Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(4) Reservations or exceptions otherwise permitted by this contract or as may be approved by the Buyer in writing.
(5) The standard printed exception as to marital rights.
(6) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(7) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. The Buyer, at the Buyer's expense, may have the exception amended to read, "shortages in area."
(8) All mineral and/or royalty reservations or severances, other reservations, easements, restrictions, conditions, covenants, and other instruments of record in the office of the County Clerk of Hockley County, Texas.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract with Buyer's request for an owner policy of title insurance as provided in paragraph 22 herein, the Seller shall furnish to the Buyer a commitment for title insurance ("Commitment") and, at the Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment ("Exception Documents") other than the standard printed exceptions. The Seller authorizes the Title Company to mail or hand deliver the Commitment and Exception Documents to the Buyer at the Buyer's address shown in Paragraph 19. If the Commitment and Exception Documents are not delivered to the Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.

C. SURVEY: Buyer may, at Buyer's sole expense and at Buyer's option, cause a Land Title Survey of the Property to be performed. In the event Buyer performs a survey, it shall provide a copy of same to Seller.

D. OBJECTIONS: Within seven (7) days after the Buyer receives the Commitment, Exception Documents and the survey, the Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (8) above; or

disclosed in the Commitment other than items 6A(1) through (8) above. The Buyer's failure to object within the time allowed will constitute a waiver of the Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. The Seller may, but shall not be obligated to, cure the timely objections of the Buyer on or before the Closing Date. If objections are not cured, this contract may be terminated by Buyer, at its option, in which case it shall notify Seller in writing and the earnest money will be refunded to the Buyer or the Buyer may waive the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Buyer is advised to have an abstract of title covering the Property examined by an attorney of the Buyer's selection, or the Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of the Buyer's choice due to the time limitations on the Buyer's right to object.

(2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code requires the Seller to deliver and the Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(3) ANNEXATION: If the Property is located outside the limits of a municipality, the Seller notifies the Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(4) Notice Required by §13.257, Water Code: "The real property, described herein, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property."

(5) If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract *(the Addendum for Coastal Area Property (TXR-1915) may be used)*.

(6) If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract *(the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).*

(7) If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

(8) If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract *(the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used).*

(9) Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the five (5) years preceding the date the Seller sells the Property.

(10) Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

(11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

(12) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).

7. PROPERTY CONDITION:

A. INSPECTIONS, ACCESS AND UTILITIES: The Buyer may have, at Buyer's expense, the Property inspected by inspectors selected by the Buyer. The Seller shall permit the Buyer and the Buyer's agents access to the Property at reasonable times.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE: The Texas Property Code does not require this Seller to furnish the Notice.

C. ACCEPTANCE OF PROPERTY CONDITION: The Buyer accepts the Property in its present "**AS IS**" condition, without any warranty, express or implied.

D. ENVIRONMENTAL MATTERS: The Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect the Buyer's intended use of the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees, if any, are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before 45 days after execution of this contract for sale by both parties ("Closing Date"). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) The Seller shall execute and deliver a special warranty deed conveying title to the Property to the Buyer.

(2) The Buyer shall pay the Sales Price in good funds acceptable to the Seller.

(3) The Buyer shall take the Property subject to any existing Lease(s) of the Property and assumes any and all responsibilities and will receive any and all rental and other payments as Landlord under such Lease(s).

(4) The Seller and the Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract or law necessary for the closing of the sale and the issuance of the Title Policy, if any.

C. All covenants, representations and warranties in this contract survive closing.

10. POSSESSION: The Seller shall deliver to the Buyer possession of the Property, subject to any existing Lease, in its present "AS IS" condition, upon closing and funding.

11. SPECIAL PROVISIONS: Seller acknowledges that other than payment of the Sales Price, no other sums are due or owing from Buyer. Any and all claims arising in any way out of the transfer of the Property from Seller to Buyer will be fully satisfied, released and waived upon payment of the Sales Price.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by the Seller ("Seller's Expenses"), if applicable:

(a) Releases of existing liens, including prepayment penalties and recording fees; release of the Seller's loan liability, if any; and, other expenses payable by the Seller under this contract.

(2) Expenses payable by the Buyer ("Buyer's Expenses"), if applicable:

(a) Loan origination, discount, buy-down, and commitment fees ("Loan Fees").

(b) Appraisal fees; loan application fees; credit reports; preparation of loan

documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; mortgagee title policy with endorsements required by lender; loan-related inspection fees; photos, amortization schedules, escrow fee, if any; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee, repair inspection, underwriting fee and wire transfer, expenses incident to any loan; escrow fees, if any; other expenses payable by the Buyer under this contract; and any other expenses not otherwise payable by Seller.

13. PRORATIONS: Seller is a governmental entity exempt from ad valorem taxes and special assessments. No taxes are due for the time during which Seller has owned the Property. Buyer will be responsible for payment of any taxes assessed for the current year by reason of Buyer's purchase the Property.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, the Seller may choose to restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If the Seller chooses not to do so, the Buyer may (a) terminate this contract and the earnest money will be refunded to the Buyer; (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary; or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if any, and receive credit from the Seller at closing in the amount of the deductible under the insurance policy.

15. DEFAULT: If the Buyer fails to comply with this contract, the Buyer will be in default, and the Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, if any, as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond the Seller's control, the Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of the Seller, the Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If the Seller fails to comply with this contract for any other reason, the Buyer may terminate this contract and receive the earnest money thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between the Seller and the Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: The prevailing party in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.

18. REPRESENTATIONS: Other than existing Lease(s) on the Property, the Seller represents that as of the Closing Date there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by the Buyer. If any representation of the Seller in this contract is untrue on the Closing Date, the Buyer may terminate this contract and the earnest money will be refunded to the Buyer.

19. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile as follows:

To Buyer at:	**To Seller at:**
_____	Superintendent
_____	Ropes ISD
_____	304 Ranch Road
_____	Ropesville, TX 79358
Telephone No: _____	Telephone No: (806) 562-4031

20. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

21. CONSULT AN ATTORNEY: READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: _____

Telephone: _____

Facsimile: _____

Email: _____

Seller's Attorney is: David Backus
Telephone: (806) 793-1711
Facsimile: (806) 793-1723
Email: david.backus@uwlaw.com

22. BUYER'S REQUEST FOR TITLE INSURANCE: Buyer will initial whether an owner title insurance policy is desired. The cost of a title insurance policy will be paid by Buyer.

_____ [*Buyer initials*] I am requesting an owner title insurance policy at Buyer's expense.

_____ [*Buyer initials*] I do NOT request an owner title insurance policy.

This Contract shall be effective as of the Date executed by Seller below:

BUYER

By: _____ Date:_____

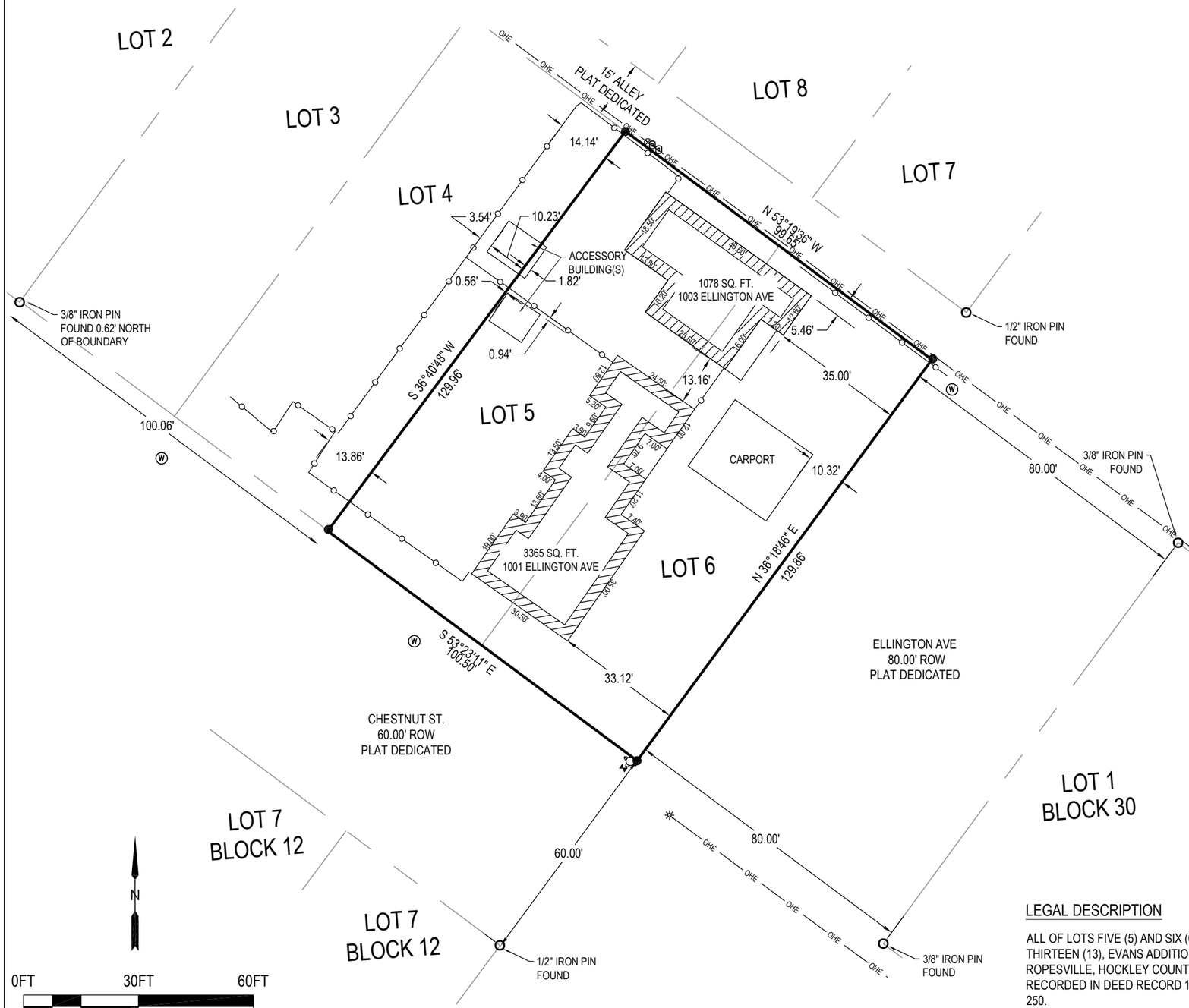
Printed Name:_____

SELLER

Ropes Independent School District

By: _____ Date:_____
Donald Rhoads, President
Board of Trustees

IMPROVEMENTS SURVEY FOR BLOCK 13, LOTS 5-6, EVANS ADDITION TO ROPESVILLE, HOCKLEY COUNTY, TX





VICINITY MAP *NOT TO SCALE*

SURVEYOR'S NOTES:

1. MONUMENTS SHOWN AS FOUND ON THIS SURVEY WERE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
2. ALL DISTANCES SHOWN, UNLESS OTHERWISE NOTED, ARE IN TERMS OF U.S. SURVEY FOOT. TO APPROXIMATE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE GRID DISTANCES DIVIDE THE DISTANCES SHOWN BY THE COMBINATION FACTOR 1.00026403413933.
3. VERTICAL DATUM: THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE CONTINENTAL U.S. GEOID 18, AS COLLECTED BY GPS REFERENCED TO NAVD88.
4. ALL REFERENCES TO VOLUMES AND PAGES OR INSTRUMENTS CONTAINED WITH THE NOTES OR REFERENCED ON THIS SURVEY ARE RECORDED WITH THE OFFICIAL PUBLIC RECORDS OF THE LUBBOCK COUNTY CLERK (OPRLC).
5. NO ABSTRACT OF TITLE OR TITLE COMMITMENT WAS PROVIDED TO THIS SURVEYOR FOR THIS SUBJECT PROPERTY. ANY RECORD RESEARCH DONE BY THIS SURVEYOR WAS MADE ONLY FOR THE PURPOSE OF DETERMINING THE BOUNDARY OF THIS PROPERTY (AND AS IT MAY RELATE TO ADJOINING PARCELS OR RIGHTS-OF-WAY). RECORD DOCUMENTS OTHER THAN THOSE SHOWN ON THIS SURVEY MAP MAY EXIST AND ENCUMBER THIS PROPERTY. THIS SURVEY MAP DOES NOT CONSTITUTE OR IMPLY A COMPLETE TITLE EXAMINATION AND ANY SUCH TITLE EXAMINATIONS ARE NOT THE RESPONSIBILITY OF THIS SURVEYOR.
6. ALL "PLAT DEDICATED" ITEMS SHOWN WITHIN THIS SURVEY MAP ARE IN REFERENCE TO THE EVANS ADDITION TO THE CITY OF ROPESVILLE, HOCKLEY COUNTY, TEXAS, DEED RECORD 10, PAGE 250.
7. CLIENT: ROPESVILLE ISD - R2M JOB NUMBER: 26-7458
8. THESE TRACTS MAY NOT COMPLY WITH TEXAS LOCAL GOVERNMENT CODE SECTION 232.001.

THESE FIELD NOTES AND THIS SURVEY WERE PREPARED UNDER THE SUPERVISION OF JERYL D. HART, JR., RPLS NO. 1871 BASED ON AN ACTUAL SURVEY ON THE GROUND ON SEPTEMBER 2062 AND HAS BEEN COMPLETED SUBSTANTIALLY IN COMPLIANCE WITH THE PROFESSIONAL AND TECHNICAL STANDARDS PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS IDENTIFIED IN THE PROFESSIONAL LAND SURVEYING PRACTICES ACT, SECTION 663.13.

BEARING AND COORDINATE BASIS: TX N.C.Z. COORDINATE SYSTEM N.A.D. 83(2011, EPOCH 2010).

JERYL D. HART, JR., R.P.L.S. NO. 1871

9/17/2026
DATE

STATE OF TEXAS
REGISTERED
JERYL D. HART, JR.
1871
PROFESSIONAL
LAND SURVEYOR

LEGAL DESCRIPTION

ALL OF LOTS FIVE (5) AND SIX (6), BLOCK THIRTEEN (13), EVANS ADDITION TO ROPESVILLE, HOCKLEY COUNTY, TEXAS RECORDED IN DEED RECORD 10, PAGE 250.

- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- FENCE
- WATER VALVE
- FIRE HYDRANT
- GAS METER
- IRON PIN
- 1/2" IRON PIN SET W/ ORANGE "R2M RPLS 1871" CAP
- COMMUNICATION PEDESTAL
- POWER POLE
- LIGHT POLE
- ELECTRIC TRANSFORMER
- WATER METER

R2M ENGINEERING
CIVIL • ENVIRONMENTAL • SAFETY

Texas Registered Engineering Firm F-9992
Texas Licensed Surveying Firm 10193863

5012 50th Ste. 204 P: 806-783-9944
Lubbock, TX 79414 F: 806-783-9966
www.R2Meng.com

DATE
9/16/26

SHEET TITLE
IMPROVEMENT SURVEY

SHEET NO.
1 OF 1

Real Property – 1001 and 1003 Ellington Avenue

1001 Ellington

3 Bedrooms | 1 Bath | 1,387 sq. ft. (+/-)

Bidder is fully responsible for determining and verifying actual square footage.



1003 Ellington

3 Bedrooms | 1 Bath | 1,188 sq. ft. (+/-)

Bidder is fully responsible for determining and verifying actual square footage.



Real Property – 1001 and 1003 Ellington Avenue

Open House

Come-and-Go Viewings

District personnel will not be available

Monday, November 9, 2026

8:00 AM – 12:00 PM

Monday, November 16, 2026

8:00 AM – 12:00 PM

Monday, November 23, 2026

8:00 AM – 12:00 PM

Monday, November 30, 2026

8:00 AM – 12:00 PM