

Sealed Bid

Kerrville Independent School District

Approximate 1.3-acre tract of land located at
305 Ranchero Road, generally situated close
to the corner of Ranchero Road and Valley
View Drive of Kerrville, Kerr County, Texas

RESPOND BY:

2 p.m., November 30, 2023

INSTRUCTIONS FOR BID PACKET

SALE OF REAL PROPERTY

The Kerrville Independent School District is offering for sale an approximate 1.3-acre tract of land located at 305 Ranchero Road in Kerrville, Kerr County, Texas, tax parcel number 14004.

1. Offers must be submitted in a sealed envelope and must be received at the Business Office of the Kerrville Independent School District located at 1009 Barnett Street, Kerrville, Texas, 78028, on or before 2:00 p.m., November 30, 2023.

BID PACKETS RECEIVED AFTER THIS DATE AND TIME CANNOT BE ACCEPTED. Bids may be personally delivered, sent by U.S. Postal Service, Federal Express or by other express delivery. **FAXED PROPOSALS WILL NOT BE ACCEPTED.** To be considered, responses must be received at the above address no later than the date and time indicated above. **Kerrville I.S.D. IS NOT RESPONSIBLE FOR NEGLIGENCE, ERROR, OR OTHER FAILURE OF THE U.S. POSTAL SERVICE OR AN EXPRESS DELIVERY SERVICE TO DELIVER A SUBMISSION BY THE DEADLINE OR TO A LOCATION OTHER THAN THE OFFICE ADDRESS ABOVE. OFFERORS ASSUME ALL RISK OF SUBMISSION BY MAIL OR DELIVERY SERVICE.**

2. The sealed envelope must be marked: **SEALED BID, SALE OF APPROXIMATELY 1.3 ACRES.**
3. Offers shall be submitted on the enclosed Sealed Bid Offer Form and include a completed Real Estate Sales Contract.
4. The property is sold subject to any conditions, covenants, easements, mineral interests and restrictions of record in the Deed Records of Kerr County, Texas.
5. The property and all existing improvements are sold **AS IS AND WITH ALL FAULTS.** Kerrville I.S.D. makes no representations or warranties whatever, express or implied, regarding the condition of the property. Kerrville I.S.D. further **DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES** as to the condition of the property and further **DISCLAIMS THAT THE PROPERTY IS FIT OR SUITABLE FOR ANY PURPOSE OR USE INTENDED BY THE OFFEROR OR PURCHASER.**
6. No personal property of Kerrville I.S.D. as may be located on, in, or about the property is included in this sale.

7. Additional terms of sale are included in the enclosed Real Estate Sales Contract form. These terms may be waived or modified in the sole discretion of Kerrville I.S.D. A Word version may be available upon request to: Jarrett Jachade, Assistant Superintendent, Kerrville ISD, (830) 257-2200 ext. 1015, email: jarrett.jachade@kerrvilleisd.net.
8. Conveyance of the property to the successful offeror shall be by special warranty deed as described in Exhibit F.
9. Kerrville Independent School District will only consider offers on all of the property.
10. Successful bidder(s) shall be required to enter into an Earnest Money Contract (form is included below) and to open title with a title company selected by the bidder and mutually agreeable to the District within two business days after notification of award. Failure by the bidder to agree upon a title company with the District will void any Contract award. Bidder shall deposit TEN-PERCENT (10%) of the final Contract price for each awarded parcel as earnest money in accordance with the contract to ensure compliance with the sale provisions. The earnest money shall be applied to the total sales price at closing, provided that the District will retain the earnest money as liquidated damages if bidder defaults under the contract. Payment for the sale will be made directly to the Kerrville Independent School District.
11. Offer will be evaluated by the Board of Trustees of the Kerrville Independent School District or its delegates. The Board will accept the offer in the best interests of the District. The Board may consider any relevant factors affecting the interests of the District including the highest and best use of the property.
12. Kerrville Independent School District reserves the right to reject any and all bids. Kerrville ISD will only consider bids that are at or above fair market value.
13. Kerrville ISD has included an Executive Summary of an appraisal completed in July, 2023 and is noted in this packet as Exhibit D.
14. Bids will not be made public pending negotiations with the top ranked offeror.
15. This bid packet contains the following documents:
 - Instructions for Bid Packet
 - Sealed Bid Offer Form
 - Real Estate Sales Contract Form
 - Exhibit D - Executive Summary of Property Appraisal
 - Exhibit F – Special Warranty Deed

16. Kerrville ISD requires the submittal of a written description and visual representation of the proposed use of the property, including the percentage of the land to be used for residential, commercial or other purposes.
17. Prior to the buyer's physical inspection of the property, seller will mark or provide a list of items the seller intends to remove from the property. Seller will remove marked and listed property prior to closing.

SEALED BID OFFER FORM
1.3 acres at 305 Ranchero Road, Kerrville, TX

1. Name and Address of Offeror:

2. Telephone: _____ Fax: _____

E-Mail Address: _____

3. Person to Contact: _____

4. Bid Price: \$ _____

5. Offeror has read the newspaper notice, reviewed exhibits, instructions including the conditions of sale, Real Estate Sales Contract and Special Warranty Deed and consents to the terms thereof except as expressly noted below:

THIS OFFER SHALL REMAIN OPEN FOR 60 DAYS.

_____ Date: _____
OFFEROR/Authorized Representative

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 and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in paragraph A.1. for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: Kerrville Independent School District. Seller is a Texas independent school district. This contract subject to approval of the Board of Trustees by majority vote.

Address: 1009 Barnett Street., Kerrville, TX 78028

Phone: 830-257-2200

Email: brent.ringo@kerrvilleisd.net

Buyer: _____

Address: _____

Phone: _____

E-mail: _____

Buyer's Attorney: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

E-mail: _____

Property: Being 1.3 acres, 305 Ranchero Road, City of Kerrville, Kerr County, Texas ("Land").

Title Company:

Escrow Agent:

Address:

Phone:

Fax:

E-mail:

Purchase Price:

Total cash purchase price: \$_____

Earnest Money: \$ _____

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are not generally open for business. Time is of the essence.

- A.1. Earnest Money Deadline: 3 days after execution by Buyer.
- A.2. Delivery of Title Commitment: 14 days after the Effective Date.
- A.3. Delivery of Survey: 30 days after the Effective Date.
- A.4. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: 14 days after the Effective Date.
- A.5. Delivery of Title Objections: 14 days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
- A.6. Delivery of Seller's records as specified in Exhibit C: 14 days after the Effective Date.
- A.7. End of Inspection Period: 90 days after the Effective Date, subject to paragraph G.6.

- A.8. Closing Date: 14 days after the end of the Inspection Period.
- A.9. Closing Time: As scheduled by Title Company.

B. Closing Documents

- B.1. At Closing, Seller will deliver the following items:

Special Warranty Deed

Evidence of Seller's authority to close this transaction

- B.2. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

Evidence of Buyer's authority to close this transaction

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before Closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A--Description of the Land

Exhibit B --Representations; Environmental Matters

Exhibit C--Seller's Records

Exhibit D--Executive Summary of Property Appraisal

Exhibit F--Special Warranty Deed

D. Purchase and Sale of Property

D.1. *Purchase and Sale Agreement.* 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.

E. Interest on Earnest Money

Buyer 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 become part of the Earnest Money.

F. Title and Survey

F.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.

F.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, or directly by Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, or directly by Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

F.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 Title Company, dated after the Effective Date, and certified to Buyer to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

F.4. Delivery of Title Commitment, Survey, and Legible Copies. Seller must deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.2.; the Survey by the deadline stated in paragraph A.3.; and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in paragraph A.4.

F.5. Title Objections. Buyer has until the deadline stated in paragraph A.5. ("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 five 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 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 remove all 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. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

G.1. Review of Seller's Records. Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in paragraph A.6.

G.2. Entry onto the Property. Buyer may enter the Property before Closing to inspect it at Buyer's cost, subject to the following:

G.2.a. Buyer must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are substantially the same as those maintained by Seller or with such lesser coverages and in such lesser amounts as are reasonably satisfactory to Seller.

G.2.b. Buyer may not interfere in any material manner with existing operations or occupants of the Property.

G.2.c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests.

G.2.d. If the Property is physically altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs.

G.2.e. Buyer must deliver to Seller copies of all inspection reports, testing reports, appraisals and estimates that Buyer receives from third-party consultants or contractors within three days after their preparation or receipt.

G.2.f. Buyer must abide by any other reasonable entry rules imposed by Seller.

G.2.g. Prior to the Buyer's physical inspection of the property, Seller will mark or provide a list of items the Seller intends to remove from the property. Seller will remove marked and listed property prior to closing.

G.3. Environmental Assessment. Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding

the use and condition of the Property before Seller's period of ownership to the extent that the information is within Seller's possession or control.

G.4. Buyer's Right to Terminate. Buyer may terminate this contract for any reason by notifying Seller of the termination before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.

G.5. Buyer's Indemnity and Release of Seller

G.5.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, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and Closing, any other provision of this contract to the contrary notwithstanding.

G.5.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.

G.6. Partial Release. If, as of the Effective Date, the Property is subject to any liens that secure indebtedness in excess of the estimated net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible, then Seller promptly must obtain a written agreement or agreements (collectively, the "Partial Release Agreement") binding and enforceable against the holders of such liens ("Holders"). The Partial Release Agreement must release all of such liens with respect to the Property on the payment to the Holders of an amount that does not exceed the net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible. Notwithstanding any other provision of this contract, if Seller is required to provide a Partial Release Agreement, the Inspection Period will not commence until and unless the executed Partial Release Agreement, in a form reasonably satisfactory to Buyer, is delivered to Buyer.

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. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct. Unless Seller notifies Buyer to the contrary on or before the Closing Date, or Buyer has actual knowledge to the contrary as of the Closing Date, Buyer is entitled to presume that the representations of Seller in Exhibit B are true and correct as of the Closing Date.

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

I.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) use the Property in the same manner as it was used on the Effective Date; (c) comply with all contracts of Seller pertaining to the Property in effect on the Effective Date and all laws and all governmental regulations affecting the Property; and (d) not encumber, transfer or dispose of any of the Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating 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 new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Buyer's written consent, which Buyer will have no obligation to grant and, if granted, may be conditioned in any manner Buyer in its sole discretion deems appropriate.

I.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 fifteen days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen days before Closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) credit to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid or incurred by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage less any amounts previously paid or incurred by Seller to repair the Property.

I.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 fifteen days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen days before Closing). The condemnation will be deemed to materially affect Buyer's intended use if _____. 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, (c) if the taking occurs before Closing,

the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

I.4. Claims; Hearings. Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that involves or directly affects the Property.

I.5. Cooperation. Seller will cooperate with Buyer (a) before and after Closing, to transfer the applications, permits, and licenses 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.

I.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

J.1. Disposition of Earnest Money after Termination

J.1.a. To Buyer. If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Earnest Money to Buyer, less \$7,000.00 which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.

J.1.b. To Seller. If Seller terminates this contract in accordance with any of Seller's rights to terminate, then unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.

J.2. Duties after Termination. If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. 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 or that expressly survive termination of this contract.

K. Closing

K.1. Conditions of Closing. Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived by the first party in its discretion:

K.1.a. Representations and Warranties. The representations and warranties of the other party must be true and correct at Closing.

K.1.b. Performance of Covenants and Agreements. The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.

K.1.c. No Bankruptcy. No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to that party.

K.2. Closing. This transaction will close ("Closing") at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:

K.2.a. Closing Documents; Title Company Documents. The parties will execute and deliver the Closing Documents and any documents required by Title Company.

K.2.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. The Earnest Money will be applied to the Purchase Price.

K.2.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.

K.2.d. Delivery of Originals. Seller will deliver to Buyer the originals of Seller's Records.

K.2.e. Possession. Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at Closing and any liens and security interests created at Closing to secure financing for the Purchase Price.

K.3. Transaction Costs

K.3.a. Seller's Costs. Seller will pay the basic charge for the Title Policy; 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 any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain the certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A.4. and Seller's records; any other costs

expressly required to be paid by Seller in this contract; and Seller's attorney's fees and expenses.

K.3.b. Buyer's Costs. Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer, as well as the cost of any other endorsements or modifications of the standard form of Title Policy requested by Buyer; the cost of the Survey; the costs of work required by Buyer to have the Survey reflect matters other than those required under this contract except changes required for curative purposes; the costs to obtain financing of the Purchase Price, including the incremental premium costs of loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this contract; and Buyer's attorney's fees and expenses.

K.3.c. Ad Valorem Taxes. There shall be no property tax proration. Seller is a political subdivision of the State of Texas and has no ad valorem tax liability. Buyer assumes the obligation to pay, and shall pay in full, such taxes for the year of Closing before delinquency. All taxes (including any penalties, interest, and attorney's fees) due as of Closing will be paid at Closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before Closing, and if additional taxes, penalties, or interest are assessed pursuant to Code section 23.55 or under the other provision of law, the following will apply:

- i. If Seller changes the use of the Property before Closing, resulting in the assessment of additional taxes for periods before Closing, Seller will pay the additional taxes.
- ii. If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before Closing, Buyer will pay the additional taxes.

K.3.d. Income and Expenses. Except as provided in paragraph K.3.c. above, income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at Closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after Closing for operating expenses incurred on or before the Closing Date and not adjusted at Closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days after receipt of Buyer's notice of the deficiency.

K.3.e. Postclosing Adjustments. If errors in the prorations made at Closing are identified within ninety days after Closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days after receipt of notice of the errors.

K.3.f. Brokers' Commissions. Buyer shall indemnify and defend and hold the Seller 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 Buyer for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed 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.

K.4. 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

L.1. Seller's Default; Remedies before Closing. If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy before Closing:

L.1.a. Termination. Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$1,000.00 as described above, returned to Buyer. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer \$1.00 as liquidated damages.

L.1.b. Specific Performance. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract, but any such action must be initiated, if at all, within ninety days after the breach or alleged breach of this contract. If such action is not initiated within that period and this contract has not previously been terminated, Buyer will be deemed to have elected to terminate this contract as of the expiration of that period. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

L.1.c. Damages. If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for \$1.00 in damages. In no event shall Seller's liability for any damages sustained by Buyer in connection with any or all breaches of any of Seller's representations or warranties exceed in the aggregate the sum of \$1.00 as Buyer's sole and exclusive remedy.

L.2. Seller's Default; Remedies after Closing. If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If

Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

L.3. Buyer's Default; Remedies before Closing. If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing and have the Earnest Money paid to Seller. 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 lesser of Seller's actual out of pocket expenses incurred after the Effective Date to perform its obligations under this contract ("Seller's Expenses") or the amount of Seller's Additional Liquidated Damages, within ten days after Buyer's receipt of an invoice from Seller stating the amount of Seller's Expenses accompanied by reasonable evidence of Seller's Expenses.

L.4. Buyer's Default; Remedies after Closing. If Buyer fails to perform any of its obligations under this contract that survive Closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

L.5. Liquidated 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 Buyer's Liquidated Damages or the Earnest Money and Seller's Additional Liquidated Damages are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

L.6. Attorney's Fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

M.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, email, facsimile transmission, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten days' prior 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.

M.2. Entire Agreement. This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

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

M.4. Prohibition of Assignment. Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, which Seller has no obligation to grant and which, if granted, may be conditioned in any manner Seller deems appropriate, and any attempted assignment without Seller's consent is void. The consent by Seller to any assignment by Buyer will not release Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of those obligations after any such assignment.

M.5. Survival. The provisions of this contract that expressly survive termination or Closing and other obligations of this contract that cannot be performed before termination of this contract or before Closing survive termination of this contract or Closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control. The representations made by the parties as of Closing survive Closing.

M.6. CHOICE OF LAW; VENUE. THIS CONTRACT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN KERR COUNTY.

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

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

M.9. Severability. If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

M.10. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

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

M.12. Counterparts. If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

M.13. Confidentiality. This contract, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations.

M.14. Binding Effect. This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

Kerrville Independent School District

Seller

Date: _____

Buyer Signature

Buyer name and 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.

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Description of the Land

The subject property is located at 305 Ranchero Road within the Kerrville ETJ approximately 1.63 miles south of downtown Kerrville. The property is further identified as tax parcel number 14004. The subject site is a 1.309-acre or 57,020-square-foot parcel of unzoned vacant land.

Exhibit B

Representations; 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.

A.1. Authority of Kerrville Independent School District. Seller is duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller upon approval by majority vote of the Board of Trustees. 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 Seller.

A.2. Litigation. Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against Seller that might adversely affect the Property or Seller's ability to perform its obligations under this contract.

A.3. Violation of Laws. Seller has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

A.4. Licenses, Permits, and Approvals. Seller has not received written notice and has no actual knowledge that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.

A.5. Condemnation; Zoning; Land Use; Hazardous Materials. Seller has not received written notice and has no actual knowledge of any condemnation, zoning, or land-use proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation or the presence of hazardous materials affecting the Property.

A.6. No Other Obligation to Sell the Property or Restriction against Sale. Seller has not obligated itself to sell all or any portion of the Property to any person 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 by which Seller or the Property is bound.

A.7. No Liens. On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the

Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.

A.8. *Seller's Documents.* The copies of Seller's documents provided by Seller to Buyer for Buyer's inspections will be true, correct, and complete copies of the originals, or the copies of such documents in Seller's possession or control. The Seller's documents provided by Seller to Buyer for Buyer's inspections that were prepared by or under Seller's supervision and control will be true, correct, and complete in all material respects. Unless Seller notifies Buyer at the time of delivery of any documents provided by Seller to Buyer that were not prepared by or under Seller's supervision and control, Seller has no actual knowledge of any material respect in which such Seller's documents are not true, correct, and complete.

A.9. *No Other Representation.* Except as stated above Seller makes no representation with respect to the Property.

A.10. *No Warranty.* Except as set forth in this contract and in the Closing Documents, Seller has made no warranty in connection with this transaction.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN INSPECTION AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

The provisions of this section B regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

C. Environmental Matters

AFTER CLOSING, BUYER RELEASES SELLER FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) 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; OR (2) 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. **THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVE.**

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. 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.

Authority of Buyer Buyer has authority to perform its obligations under this contract. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer.

Exhibit C

Seller's Records

To the extent that Seller has possession or control of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph A.6.:

Exhibit D: Executive Summary of Property Appraisal completed in July, 2023

Exhibit D
Executive Summary of Property Appraisal

Exhibit F
Special Warranty 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: _____, 2023

GRANTOR: Kerrville Independent School District

GRANTOR'S MAILING ADDRESS:

Kerrville Independent School District
1009 Barnett Street
Kerrville, TX 78028

GRANTEE: Sample for Bid Package

GRANTEE'S MAILING ADDRESS:

Sample for Bid Package
* _____ *

PROPERTY (legal description):

1.3 acres, 305 Ranchero Road, City of Kerrville, Kerr County, Texas

CONSIDERATION:

This conveyance is made for the following consideration, receipt and sufficiency of which is acknowledged:

Cash of ten dollars or more and other good and valuable consideration.

RESERVATIONS FROM CONVEYANCE: NONE

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- Liens described or referenced above relating to the Consideration and liens specifically assumed herein;
- Valid and enforceable easements and prescriptive rights of record or which are open and obvious.
- Discrepancies, conflicts in interests, or shortages in area or boundary lines of record or which are open and obvious;
- Valid and enforceable matters of record, including subdivision plats, easements, restrictions, restrictive covenants, reservations of interest, covenants, conditions, leases (including but not limited to oil, gas and mineral leases), reservations or

- conveyances of water interests, and any other instruments (other than a conveyance of a fee estate in the surface) affecting the property;
- Valid and enforceable rights of adjoining owners in any common boundary walls and fences;
 - Standby fees, taxes, and assessments of any taxing authority for the current year and subsequent years;
 - Taxes and assessments for prior years of any taxing authority due to a change in land ownership or usage, payment of which Grantee assumes and agrees to pay;
 - Valid and enforceable utility easements created as part of a subdivision in which the Property is located;
 - All matters arising from the existence of any governmental district, including and water improvement or municipal utility district having jurisdiction over the Property;
 - Any encroachments or protrusions which are open and obvious;
 - All matters arising from the existence of any governmental district, including any water improvement or municipal utility district having jurisdiction over the Property;
 - 3111 Any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments or other entities, to:
 - a. Tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans;
 - b. Lands beyond the line of the harbor or bulkhead lines as established or changed by any government;
 - c. Filled-in lands or artificial islands;
 - d. Water rights, including riparian rights; or
 - e. The area extending from the line of mean low tide to the line of vegetation or right of access to that area or easement along and across that area.

AS IS CONVEYANCE:

THIS CONVEYANCE CONVEYS THE PROPERTY IN ITS "AS IS" CONDITION. THE PARTIES HAVE BARGAINED FOR AND HEREBY AGREE THAT THERE ARE NO WARRANTIES EITHER EXPRESS OR IMPLIED OTHER THAN ANY REPRESENTATIONS EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS INSTRUMENT, OR THE CLOSING DOCUMENTS.

ENVIRONMENTAL PROBLEMS RELEASE:

GRANTEE HEREBY RELEASES GRANTOR, AND GRANTOR'S HEIRS AND EXECUTORS, FROM ANY AND ALL LIABILITY FOR ENVIRONMENTAL PROBLEMS OR ISSUES AFFECTING THE PROPERTY, INCLUDING LIABILITY THAT MAY ARISE UNDER FEDERAL LAW, STATE LAW OR COMMON LAW. WITHOUT IN ANY WAY LIMITING THIS RELEASE, THE PARTIES AGREE THAT THE RELEASE INCLUDES ANY LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY

ACT, THE RECOURSE CONSERVATION AND RECOVERY ACT, THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE. THIS RELEASE EXTENDES TO LIABILITY UNDER ANY EXISTING LAWS OR THEORIES OF LIABILITY AS WELL AS ANY NEW LAWS OR THEORIES OF LIABLITY WHICH COME INTO EFFECT AFTER THE DATE OF THIS CONVEYANCE.

CONVEYANCE:

For the consideration stated above, the receipt and sufficiency of which is acknowledged, Grantor grants, sells and conveys the Property, together with all and singular any improvements, rights and appurtenances belonging thereto, to Grantees and Grantee's heirs and assigns, TO HAVE AND TO HOLD FOREVER. This conveyance, however, is made subject to all Exceptions and Reservations stated herein.

WARRANTY:

Except for the Reservations and Exceptions stated above, Grantor binds Grantor and Grantor's heirs, executors, and administrators to WARRANT AND FOREVER DEFEND all and singular title to the Property for the benefit of Grantee and Grantee's heirs, executors and assigns, against any and all claims of every person lawfully claiming or to claim the Property or any part thereof but this warranty is made ONLY WHEN SUCH CLAIMS ARE BY, THROUGH, OR UNDER Grantor's.

Kerrville Independent School District

BY: President, Board of Trustees

Title: _____

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF KERR**

This instrument was acknowledged before me on _____, by President,
Board of Trustees, _____ on behalf of Kerrville Independent School
District.

Notary Public, State of Texas

ACCEPTED BY:
Insert Buyer name
Title: _____

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF KERR**

This instrument was acknowledged before me on _____, by *Insert buyer
name*, _____ on behalf of _____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO: