CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT
BID NOTICE
SURPLUS PROPERTY SALE 2026

RFB No. FY26-B-0038

REAL PROPERTY BID PACKAGE
PROPERTY BID ADDRESSES:

1826 Frio 8. Acres out of a larger tract Property IDs: 537178 Geographic IDs: 4571-0001-0010
(Property will need to be replated and address confirmed. Property ID and Geographic ID are for entire acreage)

Invitation for Bid Summary

Bid Deadline: June 23, 2026 on or before 4:00 pm (Local Time.) delivered to 801 Leopard Street, Corpus Christi, TX Office of Purchasing

Bid Title: **Approximately 8 acres of land out of larger tract described as Lot One (1) Block One (1) Lost Encinos School Tract, City of Corpus Christi, Nueces County, Texas as described in Map recorded Vol. 68, Pg. 576, Map Records, Nueces County, Texas**

SUBMIT INQUIRIES TO:

District's Broker
Cliff Atnip and Wayne Lundquist
Cobb, Lundquist & Atnip, Inc.
700 Everhart Road, Suite F11
Email: cliff@clarealtors.com
Email: wayne@clarealtors.com

SUBMIT RESPONSES TO:

Corpus Christi Independent School District
Office of Purchasing and Distribution
801 Leopard St.
Corpus Christi Texas 78401

CONTACT INFORMATION: All requests for information regarding this Invitation for Bid ("RFB") should be directed in writing to District's Broker

1. **Attachments**
The following documents are attached to and made a part of this bid package and RFB:

Attachment #1 – Bid Application Form
Attachment #2 – Purchase and Sale Contract
Exhibit B: Deed
Exhibit C: Title Commitment

Attachment #3 – Disclosure of Interested Parties (Instructions for Form 1295)
Attachment #4 – Conflict of Interest Questionnaire
Attachment #5 – Felony Conviction Notification

2. **Property Overview**

The Corpus Christi Independent School District ("District") is interested in soliciting bids for a tract of land consisting of approximately 9.07 acres, more or less as further described below:

Approximately 8 acres of land out of larger tract described as Lot One (1) Block One (1) Lost Encinos School Tract, City of Corpus Christi, Nueces County, Texas as described in Map recorded Vol. 68, Pg. 576, Map Records, Nueces County, Texas;

SUBJECT TO RE-PLAT AND NEW SURVEY

The Property will be subject to any matter filed of record in the real property and other official public records of Nueces County, Texas and any matters noted as "Permitted Exceptions" in the deed of conveyance.

3. **Reservations**

Notwithstanding the foregoing, the term "Property" does not include the oil, gas, and other minerals (collectively, "Minerals") and the District shall retain all rights to the Minerals and Mineral interests, if any such rights are owned by the District.

4. **Restricted Use**

The Property will be conveyed by the District subject to all matters filed of record in the real property records of Nueces County, Texas except for any that may be cured by the prospective buyer or agreed to be cured by the District prior to Closing as set forth in the Contract that may be awarded under this RFB.

5. **As-Is Sale; Disclaimer of Warranties**

THE PROPERTY WILL BE SOLD IN AS-IS, WHERE-IS CONDITION AND DISTRICT MAKES NO AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES ABOUT THE PROPERTY. The information contained herein is based upon data supplied by sources deemed reliable, is subject to errors and omissions, and is not in any way, warranted by District or any employee or agent of District.

6. **Bid Instructions**

Bidders should exercise particular care in reviewing the requirements set forth in this solicitation. The following information is provided to explain the sale process and requirements to submit an eligible bid for the Property. Please read the following instructions carefully.

Bidders shall deliver: 1. One (1) sealed original completed signed bid package,
2. One (1) sealed electronic copy on a USB drive of the original sealed bid package for the purchase of the Property completed as per the instructions of this RFB including;

3. All of the attachments and exhibits as follows:

Attachment #1 – Bid Application Form
Attachment #2 – Purchase and Sale Contract
Exhibit B: Deed
Exhibit C: Title Commitment
Attachment #3 – Disclosure of Interested Parties (Instructions for Form 1295)
Attachment #4 – Conflict of Interest Questionnaire
Attachment #5 – Felony Conviction Notification

4. A check for the Independent Consideration,

5. Any attachments the bidder deems necessary (collectively, a "Bid").

6. Bids must be **received** on or before 4:00 pm (local time) on **Thursday, June 23, 2026** and delivered to:

Corpus Christi Independent School District
Office of Purchasing and Distribution
801 Leopard St.
Corpus Christi Texas 78401

Bids may be mailed, couriered, or hand delivered but must arrive by the Bid Deadline. The public opening and announcement of the names of bidders only will be held immediately following the Bid Deadline.

A Bid shall be prepared on forms furnished by District and shall be manually signed by an authorized official of the entity or individual submitting the Bid, who must have the authority to bind the person or entity. Bids submitted via e-mail or facsimile (fax) will not be accepted by District.

A complete Bid shall consist of the forms contained in the solicitation an as enumerated below:

1. Bid Application Form (Attachment #1)
2. Purchase and Sale Agreement ("Contract")(Attachment #2) with the following sections completed by the offeror:
    a. In the first paragraph, official legal name of the Buyer and type of entity and state of organization
    b. Section 3.1 – the Purchase Price
    c. Section 3.2 – the amount of earnest money, which is at least ten percent (10%) of the Purchase Price bid
    d. Section 11.12 – the contact information for Buyer, Buyer's Broker (if any), and any other parties requiring notice under this contract
    e. Section 11.13 – the date the Contract to be offered is signed by the bidder; and
    f. The signature page of the Contract

Additionally, certain bidders may be asked to complete and sign the following attachments ("Disclosure Forms") and deliver them to the District in the same manner as the bid package within 48 hours of a request by the District. The bidder may complete these forms prior to delivering the Bid to the District, but the forms will not be required until requested by the District. If the bidder fails to submit the completed and signed Disclosure Forms within the 48 hours or if the Disclosure Forms evidence felony convictions or other information permitting or requiring the District to reject the bidder, the District may choose to reject the Bid.

1. Attachment #3 – Disclosure of Interested Parties (Instructions for Form 1295)
2. Attachment #4 – Conflict of Interest Questionnaire
3. Attachment #5 – Felony Conviction Notification
4. Signed copies of any amendments to the RFB issued by the District

The bidder must attach a check for Independent Consideration, as required in the Contract. Within 3 days of the execution of the Contract by Seller, bidder must deposit with the Title Company the Earnest Money as required in the Contract in good funds and be able to close on the date contained in the Contract (unless otherwise agreed by the District), and otherwise be able to perform under the contract for purchase of the Property.

Bids received after the Bid Deadline or received in a location other than the above will not be considered for award and shall be returned unopened to the bidder. The time/date stamp clock or the handwritten date and time markings made by its agent for submitted Bids shall be the official time of receipt of the submittal. Bidders are responsible for making certain submittals are delivered on time to the correct location. District will not be responsible for accepting a submittal that is delivered at any campus location or any incorrect department. If a Bid is misplaced due to an insufficient address, District will bear no responsibility for the loss and will not accept the item after the Bid Deadline if it is found.

Bidders may not withdraw a Bid once submitted and all Bids submitted by a prospective buyer must remain open and valid for no less than 90 days after the Bid Deadline.

7. **Selection Process and Bid Award**

All Bids will be reviewed to determine conformity with the RFB and statutory requirements. Conforming Bids will be evaluated, and the final bid selection will be subject to approval by the District's Board of Trustees. No final determination of the winning Bid will be made until a thorough review of all Bids is conducted and completed. District reserves the right to request bidders submit a best and final offer or to request bidders respond to a request for clarifications following the evaluation of initial offers. District is an equal opportunity educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age or disability.

The District's administration will make a recommendation to its Board of Trustees based on the District's selection criteria. The Board will determine whether to award a Contract. The highest and best Bid for the Property that meets the requirements set by the District will be selected, if any are selected at all. The highest and best offer will be the offer resulting in the highest net proceeds or economic value to the District. As long as the offered purchase price is at market value or higher,

the District reserves the right to consider other factors in determining best offer including, but not limited to, the use to which the Buyer will put the Property and whether the use of the Property will result in the Property generating tax revenues to the District or adding economic value.

DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.
District will notify all bidders via electronic mail or U.S. Mail within a reasonable time frame as to the status of their Bid and whether the District will request the bidder to submit a best and final offer. If the Bid is not accepted, the District will notify the bidder(s) regarding the return the bidder's check(s) for the Earnest Money and Independent Consideration to the bidder.

8. **Inspection Period**
Prospective bidders are advised to contact all governmental and private authorities with jurisdiction over the Property to ascertain its status and suitability for the bidder's intended use. If a bidder is awarded a contract, bidder, at is its sole expense, may purchase a title policy under the Title Commitment. Any objections to the title exceptions stated in the Title Commitment shall be noted in the Bid, as defined in this RFB.

The District will allow bidders to conduct inspections of the Property during the bidding period. Bidder is advised to inspect the Property prior to bidding but all such inspections that require entry onto the Property must occur after obtaining prior consent from the District. Contact District's Broker to schedule a visit to the Property. Any bidder who is granted the right to enter the Property for inspection, shall submit to District's Broker a certificate of insurance covering the District from claims, losses, and liabilities that could result from the presence and activities of the bidder and any employees, agents, and contractors of bidder on the Property. Such insurance shall cover personal injury, death, property damage and comprehensive general liability and name the District as an additional insured. District, in its sole discretion, may waive the right to require insurance of those bidders who seek entry to the Property so long as such bidder or bidder's contractors are accompanied by the District's appointed representative at all times during the presence on the Property.

Any bidder requesting entry onto the Property, whether before or after submitting a Bid, also shall sign a form agreeing to the following:

> _____ ("BIDDER") HEREBY RELEASES, INDEMNIFIES, AND HOLDS CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS (COLLECTIVELY "INDEMNIFIED PARTIES") HARMLESS FROM LIABILITY FOR ALL CLAIMS, DAMAGES, LIABILITIES OR LOSSES TO THIRD PARTIES TO THE EXTENT CAUSED IN ANY WAY BY OR RELATED IN ANY WAY TO BIDDER OR ITS CONTRACTORS' OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES' ENTRY ON THE PROPERTY OR PERFORMANCE OF THE INVESTIGATIONS. BIDDER ALSO AGREES TO CARRY PROPERTY INSURANCE AND GENERAL LIABILITY INSURANCE COVERAGE IN AN AMOUNT NOT LESS THAN $1,000,000.00 ADDING THE CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT ("DISTRICT") AS

AN ADDITIONAL INSURED TO PROTECT THE DISTRICT FROM LIABILITY AND LOSSES."

THE BIDDER WILL INCLUDE IN ALL CONTRACTS WITH ITS CONTRACTORS WHO ENTER THE PROPERTY THE FOLLOWING LANGUAGE: "CONTRACTOR SHALL AND HEREBY DOES RELEASE AND INDEMNIFY CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS (COLLECTIVELY "INDEMNIFIED PARTIES") FOR ANY AND ALL LIABILITY, CLAIMS, AND LOSSES OF THE INDEMNIFIED PARTIES AND ANY THIRD PARTIES THAT ARISE OUT OF, RESULT FROM, OR RELATE TO _____'S [NAME OF THE BIDDER] CONTRACTORS' ENTRY UPON THE PROPERTY, PERFORMANCE OF THE INVESTIGATIONS, OR RESTORATION OF THE PROPERTY UNDER THIS CONTRACT, EVEN IF THE CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS IS ALLEGED TO BE NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE, OR STATUTORILY LIABLE."

Bidder shall obtain lien waivers and releases from any of bidder's contractors who enter the Property and provide those to District's Broker at the address above.

The selected bidder ("Buyer") will be provided with a ninety (90) day inspection period, commencing on the Effective Date as defined in the Contract, during which time the selected Buyer may conduct independent inspections, tests, studies and investigations of the condition of the Property which it may deem necessary, all of which inspections and preparations shall be undertaken at the Buyer's sole cost and expense, including but not limited to the costs of any attempts to change land use, zoning, or other regulations with the agreement of the District. The successful bidder may terminate the Contract by delivering a written notice thereof to Seller during the inspection period, if for any reason and in Buyer's sole discretion, Buyer determines the Property is not suitable for Buyer's needs. If Buyer so terminates the Contract during this inspection period, the Earnest Money (less the Independent Consideration) as defined in the Contract, will be delivered immediately to Buyer following receipt of such termination notice, without further notice.

9. **Contract Approval**

THIS RFB CONSTITUTES A REQUEST FOR BIDS ONLY, WHICH DOES NOT SERVE AS A LEGAL OFFER UNDER CONTRACT LAW. THE SUBMISSION OF A BID TO THE DISTRICT CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY THAT THE DISTRICT MAY OR MAY NOT ACCEPT. ANY ACCEPTANCE OF A BID OR OFFER AND THE TERMS OF THE CONTRACT, IF ANY, MUST BE APPROVED BY THE DISTRICT'S BOARD OF TRUSTEES AT A DULY CALLED MEETING. SUBSEQUENT TO BOARD APPROVAL, THE ONLY PERSON AUTHORIZED TO COMMIT DISTRICT CONTRACTUALLY IS THE SUPERINTENDENT OR HIS OR HER DESIGNEE. THE SUBMISSION OF A BID MAY CREATE LEGAL OBLIGATIONS ON THE BIDDER. A

BIDDER IS ADVISED TO HAVE AN ATTORNEY REVIEW THE CONTRACT TO ADVISE THE BIDDER AS TO THE EFFECTS THEREOF.

10. **Right to Withdraw RFB; Right to Reject Bids; Best and Final Offer**

District reserves the right to withdraw this solicitation at any time for any reason and to withdraw the Property from designation as surplus and/or from sale at any time. This RFB does not obligate District to award a contract or pay any costs incurred by the bidder in the preparation and submittal of a Bid.

DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL OFFERS. THE DISTRICT RESERVES THE RIGHT TO WAIVE ANY BID DEFECT AND/OR ANY IRREGULARITY OR IRREGULARITIES IN THE BIDDING PROCESS.

District reserves the right to seek the best and final offer from those submitting Bids or offers to purchase the Property. District reserves the right to amend any terms of a resulting contract (other than the bidder and the purchase price).

11. **Amendments to the RFB**

The District reserves the right to issue such clarifications, modifications, and/or amendments to this RFB as deemed appropriate. If the District, in its sole discretion, decides to revise, amend, correct, extend, withdraw, or change any part of this RFB, it will issue an amendment addressing the nature of the change. These changes will be numbered and may be posted to the District's website or transmitted to parties who have communicated an interest to the District's Broker.

Any inquiries about the RFB, the Property, the process, the Contract, or other matters must be sent in writing to the District's Broker at least 10 days before the Bid Deadline at the email address above. It is the sole responsibility of the bidder to routinely check the website and inquire with the District's Broker to verify the issuance of amendments, responses to questions, or interpretations of the RFB and to ensure receipt thereof. Bidder shall acknowledge receipt of any amendment in the bidder's submission.

12. **Waiver**

BY SUBMITTING A BID OR OFFER, BIDDER AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE DISTRICT, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, RFB, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID OR OFFER; (4) WAIVER BY THE DISTRICT OF ANY TECHNICALITIES IN THE RFB OR ANY BID OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE RFB OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED BIDS OR OFFERS; (6) WAIVER BY THE DISTRICT OF

ANY IRREGULARITY OR IRREGULARITIES IN THE BIDDING PROCESS; AND/OR (7) THE AWARD OF OR FAILURE TO AWARD A CONTRACT, IF ANY.

13. **General Conditions:**

No changes will be accepted to the Contract unless such changes are noted on the Bid Application Form (Attachment #1) by the bidder, received by District on or before the Bid Deadline, agreed upon by District, and ultimately reduced to writing and signed by both the District and the bidder. Notwithstanding the foregoing, after acceptance of the Bid and execution of the Contract by District, the parties may agree to any non-substantive changes to the Contract as long as such changes would not affect the material terms of the Contract or reflect any unfair advantage to one bidder over another. No oral statements or verbal acknowledgement of the award to a particular bidder shall create a contractual obligation on the part of the District. Any contract or amendment between the District and a successful bidder must be in writing and signed by both the District and the selected bidder.

14. **Texas Public Information Act**

Unless clearly marked as confidential or proprietary, District considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature. Any information, including information marked confidential and proprietary, may be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded. Bidder is responsible for properly marking confidential information and asserting any exceptions to public disclosure it may qualify for. The District cannot assure any information would be protected from disclosure. Wholesale marking of the entire Bid as "Confidential" or "Proprietary" will not be effective.

District and any selected vendor are subject to the Texas Record Retention laws and Public Information Act requests. All documents produced, compiled, and maintained as a part of the contractual relationship and performance must be maintained for the period required under the Texas Record Retention laws.

15. **Interpretation, Jurisdiction, and Venue**

This solicitation and the resulting contract, if any, shall be construed and interpreted solely in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any claim or dispute involving this solicitation or the resulting contract, if any, shall lie in a court of competent jurisdiction in Nueces County, Texas. Any party contracting with District consents to jurisdiction in the State of Texas.

ATTACHMENT #1
BID APPLICATION FORM

Bid application ("Bid Application Form") for tract(s) of land consisting of approximately 8.0 acres and described as:

Approximately 8 acres of land out of larger tract described as Lot One (1) Block One (1) Lost Encinos School Tract, City of Corpus Christi, Nueces County, Texas as described in Map recorded Vol. 68, Pg. 576, Map Records, Nueces County, Texas;

SUBJECT TO RE-PLAT AND NEW SURVEY

Please type or print in the blanks below all applicable information. If the information is not applicable, please indicate by placing N/A in the blank. Additional sheets may be added as necessary to provide complete information. Please be sure to fill out this form completely.

1. Bidder information

The bidder must be a person or legal entity in existence on the date of bidder qualification. The name of the bidder in this Bid Application Form must be the same as the name of the bidder in the Contract and any additional documents that form the Bid. The following information must be provided.

Legal Name of bidder: _____

_____

Identity of principals or persons authorized to act on behalf of and bind bidder:

_____

_____

Mailing and email address for bidder and each principal/ authorized person:

Bidder: Street: _____

P.O. Box: _____

City, State, Zip: _____

Phone: ( ) _____

Fax: ( ) _____

Email: _____

Principal/ Auth. person:

Street or P.O. Box: _____

City, State, Zip: _____

Phone: ( ) _____

Fax: ( ) _____

Email: _____

Contact person for bidder: _____

Title: _____

Street or P.O. Box: _____

City, State, Zip: _____

Phone: ( ) _____

Fax: ( ) _____

Email: _____

2. Purchase Price (as defined in the Contract) for the Property:

_____

3. Use to which the bidder intends to put the Property:

_____

_____

4. The Seller will consider other consideration as part of a Buyer's bid, including, but not limited to non-monetary consideration and in-kind or shared use proposals. Please describe any other consideration to be considered (attach additional sheets if necessary).

_____

_____

_____

_____

5. Purchase and Sale Agreement
Any exceptions to the form of the Contract, which will be considered in the bid award process, must be noted here (no exceptions will be made after the Bid Deadline for bid offers):

_____

_____

_____

_____

6. Verification by bidder

State of _____ §
§
County of _____ §

The undersigned, being first duly sworn on oath, states as follows:

The information submitted herein is true and correct. I promise and represent that if my Bid is accepted, as of the date of the purchase of the Property, except as otherwise set forth in the RFB and the Contract, I will have conducted all due diligence and investigations I deem necessary or advisable and will have inspected the Property on which I am submitting a Bid to the extent I deem material. I further represent and warrant that I have read and understand the complete RFB including all attached documents and amendments; that I have asked any relevant questions that I would need to have answered before making a decision to purchase the Property; that I accept title to the Property "as is" without any warranty from District except for the limited warranty of title set forth in the deed. I further acknowledge that I am a knowledgeable Buyer of real property, that I have been advised to and understand that I have a right to have an attorney review this document. I further represent that I am not relying upon any representation, warranty, statement, or other assertion of the District, or any agent, consultant, representative, or employee of District. Further, I represent that I am legally authorized to sign this Bid on behalf of the bidder, and have the authority to sign any other documents relating to the purchase and sale of this Property and bind the bidder to the terms thereof. The foregoing representations and all

material terms and conditions of this RFB and all attached documents shall survive award of the Bid to the undersigned bidder and execution of the Purchase and Sale Agreement.

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT BY ENTERING THE PROPERTY, THE UNDERSIGNED ON BEHALF OF HIMSELF/HERSELF, THE ENTITY FOR WHICH THE UNDERSIGNED REPRESENTS, THE EMPLOYEES OF SAID ENTITY, AND ANY CONTRACTORS OR AGENTS ENTERING THE PROPERTY PERMITTED UNDER THE AUTHORITY OF THE UNDERSIGNED WAIVES ANY AND ALL LIABILITY AND CLAIMS AGAINST CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS REGARDLESS OF WHETHER ANY HARM OCCURS THROUGH FAULT OF THE PARTY SO ENTERING THE PROPERTY OR THROUGH FAULT OR NEGLECT OF THE DISTRICT.

NAME OF BIDDER: _____

By: _____ Date: _____
(Signature)

Printed Name: _____

Title: _____

Sworn to and subscribed before me on this _____ day of _____, 202__,

by_____, _____
(Name) (Title)

of _____.
(Bidder)

_____
(Notary)

_____
(Commission expires)

ATTACHMENT #2
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Contract") is made and entered into by and between **CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT**, an independent school district created under the laws of the State of Texas, ("Seller"), and

_____
(Name of Potential Buyer)

, a(n) _____
(legal entity type, e.g. individual, limited liability company, corporation, partnership, etc.) organized, operating, and/or residing in the State of _____ ("Buyer"), effective as of the date that the Seller delivers a fully executed original of this Contract to the Title Company following signature by the administrator of the Seller and after the Seller's Board of Trustees accepts the offer from the Buyer ("Effective Date").

ARTICLE I.
Definitions

1.1. Definitions. As used herein, the following terms shall have the meanings respectively indicated:

a) "Bid" means Buyer's sealed bid offer package containing all the documents required in the Seller's Invitation for Bid associated with this Contract ("RFB"), including, without limitation, the signed Bid Application Form, a signed counterpart of this Contract, and a check for the Independent Consideration required under this Contract. If the Buyer's bid is to be recommended and is thereafter accepted for the award of the Contract, the completed and signed Disclosure Forms (as defined in the RFB) will become part of the Bid.

b) "Business Day" or "Business Days" mean any day that is (a) not Saturday or Sunday; (b) not a public holiday as defined by Chapter 662 of the Texas Local Government Code; (c) not a day designated as a non-work day by the Board of Education; and (d) both Buyer and Seller are open for business.

c) "Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract.

d) "Closing Date" as defined in Section 8.1 hereof.

e) "Deed" is the special warranty deed conveying title to the Property substantially in the form attached hereto as Exhibit B.

f) "Earnest Money" is defined in Section 3.2 hereof.

g) "Effective Date" means the date that a fully executed copy of this Contract is receipted by the Title Company.

h) "Environmental Condition" means the presence of any Hazardous Material (other than asbestos and lead based paint) that had not been previously disclosed to Buyer, that is either (i) required to be removed or remediated from the Property by applicable Environmental Law; or (ii) would materially adversely affect the use or value of the Property.

i) "Environmental Law" or "Environmental Laws" means any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments including the following acts, as amended: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; and the Safe Drinking Water Act.

j) "Hazardous Materials" means (a) petroleum or petroleum products, fractions, derivatives or additives, natural or synthetic gas, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls and radon gas; (b) any substances defined as or included in the definition of "hazardous wastes", "extremely hazardous substances", "restricted hazardous wastes", "toxic substances", "toxic chemicals" or "toxic pollutants", "contaminants" or "pollutants" or words of similar import under any Environmental Law; (c) radioactive materials, substances and waste and radiation; and, (d) any other substance to which exposure is regulated under any Environmental Law.

k) "Independent Consideration" is defined in Section 3.3 hereof.

l) "Inspection Period" means the period commencing with the Effective Date and ending at 5:00 p.m. of the day that is ninety (90) thereafter in order to perform the due diligence and inspection described in Article V of the Contract.

m) "Invitation for Bid" means that certain Invitation for Bids No. FY25-B-0003, including all attachments and exhibits, prepared and issued by Seller requesting sealed bid offers for purchase of the Property.

n) "Law" means any law, statute, rule, regulation, ordinance or order of any governmental entity (whether federal, state, local or otherwise) having authority over the Property or this Contract, whether or not in effect as of the Effective Date.

o) "Permitted Exceptions" means all matters, encumbrances, reservations or exceptions to title to the Property, which are permitted pursuant to the terms of this Contract, including those that are acceptable to Buyer or are otherwise waived as objections by Buyer.

p) "Property" is defined in Section 2.1.

q) “Purchase Price” is defined in Section 3.1 hereof.

r) “Title Commitment” means the Commitment for Title Insurance issued by the Title
s) “Title Company” means San Jacinto Title Services Attn: Shelly Grahmann, 520 Lawrence St. Corpus Christi, Tx 78401
t) “Title Policy” means the Owner's Policy of Title Insurance issued by the Title Company in accordance with the terms and provisions of Section 4.1 hereof.

1.2. Exhibits. The following Exhibits are attached hereto and incorporated herein for all purposes:

Exhibit B: Deed
Exhibit C: Title Commitment

ARTICLE II.
Agreement of Purchase and Sale

2.1. Upon the terms and conditions contained in this Contract, including payment of the Purchase Price to Seller by the Buyer, Seller agrees to convey to Buyer by Deed and Buyer agrees to purchase tract(s) of land consisting of approximately 8.0 acres as further described below:

Approximately 8 acres of land out of larger tract described as Lot One (1) Block One (1) Lost Encinos School Tract, City of Corpus Christi, Nueces County, Texas as described in Map recorded Vol. 68, Pg. 576, Map Records, Nueces County, Texas

SUBJECT TO RE-PLAT & SURVEY

Notwithstanding the foregoing, the Property does not include the oil, gas, and other mineral rights pertaining to the Property, and the Seller retains any and all of these rights it may currently own. The Property does not include the Permitted Exceptions.

2.2. As a material part of the consideration by Buyer and without which Seller would not agree to sell, Buyer agrees to take the Property "as is" as follows:

a) DISCLAIMER OF REPRESENTATIONS AND WARRANTIES BY SELLER. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT SELLER HAS NOT MADE AND IS NOT NOW MAKING, AND SELLER SPECIFICALLY AND EXPRESSLY DISCLAIMS AND BUYER VOLUNTARILY AND WITH KNOWLEDGE WAIVES, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, (I) MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE WARRANTY DEED TO BE DELIVERED AT CLOSING); (II) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES AND ANY SEISMIC TESTING; (IV) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) DRAINAGE AND DETENTION REQUIREMENTS; (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (VII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT AND COMPLIANCE WITH ZONING; (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER,

SEWAGE, GAS AND ELECTRIC; (IX) USAGES OF ADJOINING PROPERTY; (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (XI) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, INCOME POTENTIAL, FINANCIAL PROSPECTS, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (XII) ANY RESTRICTIONS ENCUMBERING THE PROPERTY AND THE COMPLIANCE WITH ANY RESTRICTIONS ON THE PROPERTY; (XIII) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY; (XIV) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XV) THE INTEGRITY AND QUALITY OF ANY IMPROVEMENTS, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND WHETHER SUCH IMPROVEMENTS, IF ANY, COMPLY WITH APPLICABLE LAW; (XV) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; (XVI) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XVII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVIII) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XIX) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO BUYER, INCLUDING, WITHOUT LIMITATION, THE DELIVERABLES AND THE OFFERING MEMORANDUM (DEFINED AS ANY INFORMATION PROVIDED AS PART OF THE RFB OR IN MATERIALS PROVIDED BY THE SELLER'S BROKER); (XX) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON SELLER'S INFORMATION, SKILL, OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); AND/OR (XXI) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS) AND WHETHER THE PROPERTY HAS BEEN GRANTED A SPECIAL ASSESSMENT, OR IS SUBJECT TO ROLLBACK TAXES, OR IS SUBJECT TO ANY MANAGEMENT DISTRICT OR OTHER SPECIAL DISTRICT FEES.

b) <u>SALE "AS IS"</u>. BUYER IS NOT RELYING UPON, HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY OF ITS AGENTS, INCLUDING, WITHOUT LIMITATION, SELLER'S BROKER, AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE WILL HAVE BEEN MADE. BUYER REPRESENTS THAT IT IS

A KNOWLEDGEABLE, EXPERIENCED, AND SOPHISTICATED BUYER OF REAL ESTATE AND REAL ESTATE USED FOR THE PURPOSE FOR WHICH BUYER MAY ELECT TO PUT THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN MAKING DECISIONS WITH RESPECT TO AND IN PURCHASING THE PROPERTY. BUYER HAS HAD THE OPPORTUNITY TO OR WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY OR ADVISABLE, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, THE INCOME POTENTIAL OF, AND THE DEGREE TO WHICH THE PROPERTY CONFORMS WITH ANY APPLICABLE LAWS, AND SHALL RELY AND HAS RELIED SOLELY UPON BUYER'S OWN INVESTIGATIONS. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS AND ADVERSE INCOME POTENTIAL, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM BUYER MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY.

c) THE TERMS AND CONDITIONS OF THIS SECTION 2.2 SHALL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND SHALL BE INCORPORATED INTO THE WARRANTY DEED. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, UNLESS THE SAME ARE EXPRESSLY SET FORTH BY TERMS CONTAINED IN THIS CONTRACT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE DISCLAIMERS OF SELLER AND THE "AS IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. BUYER HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS CONTRACT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION 2.2 ARE AN INTEGRAL PART OF THIS CONTRACT AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT SUCH PROVISIONS.

ARTICLE III.
Purchase Price

3.1. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property is

_____ ($ _____)
("Purchase Price"), to be paid in cash at Closing for a sale of the Property in accordance with this Contract.

3.2. **Earnest Money**. Buyer will deposit with the Title Company within 3 business days of the Effective Date of this Contract an initial deposit of

_____ ($_____)
as earnest money for the Contract ("Earnest Money"), which shall be no less than 10% of the Purchase Price. The failure to make the deposit within this period will cause this Contract to be null and void. Should this Contract be accepted by Seller, Seller shall hold the Earnest Money check to be applied or disposed of as herein provided. If the purchase by Buyer and sale by Seller hereunder is consummated in accordance with the terms and provisions of this Contract, the entire Earnest Money shall be applied as partial payment of the Purchase Price due at the Closing. In all other events, the Earnest Money shall be disposed of as provided below.

3.3. **Independent Consideration**. The Buyer shall deliver to Seller in its sealed Bid a check made payable to the Seller to hold as a deposit in the amount of One Thousand and No/100 Dollars ($1,000.00) ("Independent Consideration"), which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Contract and Buyer's right to terminate during the Inspection Period. The Independent Consideration may be applied to the Purchase Price but otherwise is nonrefundable in all events after Buyer is awarded this Contract.

ARTICLE IV.
Title and Survey

4.1. **Title Commitment; Title Policy; Inspection.** Buyer acknowledges that prior to submitting an offer on the Property, Buyer was provided a copy of the Title Commitment for the Property attached as Exhibit C and had the opportunity to inspect the Property to the extent deemed necessary by Buyer to submit the offer. During the Inspection Period, Buyer shall examine the Title Commitment and submit any objections. Any such objections that Buyer may have to the Title Commitment that are not submitted in writing to the Seller within the Inspection Period shall be waived. Although Seller may elect to cure any such objections to title that Buyer may make have execution of the Contract, **Buyer acknowledges and agrees that Seller shall have no obligations to take any action to clear title unless Buyer noted the exceptions to title on the Buyer's Bid Application Form and Seller agreed to cure such exceptions. All expenses related to the Title Policy and all closing costs, if any, shall be paid by Buyer. Any items to which**

Buyer does not object within the Inspection Period, or that remain uncured as of Closing, shall be deemed to be Permitted Exceptions.

ARTICLE V.
Inspection Period

5.1. **Inspection Period**. Before submitting a Bid, Buyer was provided the opportunity to enter the Property to conduct non-invasive investigations. The Buyer will also have a period of ninety (90) days from the Effective Date (**"Inspection Period"**) in which it may determine to cancel this Contract for any reason or no reason at all, and provided written notice of cancellation is received by Seller prior to the end of the Inspection Period, the Buyer will receive back the entire Earnest Money, but none of the Independent Consideration. During this Inspection Period the Buyer will have the opportunity to physically inspect the Property for the purpose of conducting any non-invasive environmental, engineering, or other studies and obtaining a new survey if desired (collectively "Investigations"). Buyer must provide Seller not less than 24 hours' notice and obtain Seller's approval before entering the Property. Buyer shall perform no invasive testing of the Property without first obtaining the prior written consent of Seller. Any such inspection shall be at Buyer's sole cost, risk and expense, including but not limited to the costs of any attempts to change land use, zoning, or other regulations with the agreement of the District. Notwithstanding the foregoing, Buyer may conduct environmental testing during the Inspection Period under the terms and conditions set forth in Section 5.2 by conducting on the Property test borings, geological, environmental, engineering, and marketing and other similar studies to assess the physical and economic suitability of the Property from the Effective Date through the date of Closing. All tests and inspections shall be conducted in a good and workmanlike manner, by persons trained, licensed, and experienced in performing such inspections, and in conformity with all applicable governmental and industry standards. Buyer agrees to provide Seller with a copy of any inspection, test, or report created pursuant to Buyer's inspections or tests within three (3) days after its receipt thereof and prior to the issuance of any final version of such report so that Seller may have an opportunity to object to or dispute any information contained therein. Buyer shall be solely responsible for all costs of and liability for all inspections and investigations performed by Buyer or Buyer's contractors on the Property, including but not limited to the costs of any attempts to change land use, zoning, or other regulations with the agreement of the District. After completion of such inspection, if Buyer does not purchase the Property, Buyer shall restore the Property to substantially the same or better condition as before such inspection commenced. In the event that Buyer determines that the Property is unusable due to its condition, Buyer may terminate the Contract so long as Buyer provides written notification of termination of this Contract on or before 5:00 p.m. of the last day of the Inspection Period. Upon receipt of such notice, Seller will return the Earnest Money (but not the Independent Consideration) and neither Party shall have any further right, obligations or liabilities hereunder, other than those provisions hereof that expressly survive any such termination. If Buyer fails to provide the Termination Notice by the Termination Deadline, this Contract shall remain in effect, the Earnest Money shall become non-refundable, and the Parties shall proceed to Closing.

5.2. **Environmental Due Diligence**. The District does not have any Environmental studies. Buyer may perform an environmental inspection of the Property during the Environmental

Inspection Period, which period commences with the Effective Date and expires on the date that is ninety (90) days thereafter ("Environmental Inspection Period"). As used herein, the term "Environmental Laws" any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments, common law duty, permits, certifications, registrations, licenses, or policies directed to, governing, addressing, or imposing liability or use, storage, treatment, transportation, manufacture, refinement, handling, production, disposal, or other standards of conduct with respect to or otherwise relating to (i) protection of human health, natural resources, or the environment; or (ii) manufacturing, processing, distribution, use, treatment, storage, disposal, release or threatened release, spilling, leaking, pumping, pouring, emitting, injecting, depositing, discharging, escaping, dumping, leaching or leaking of hazardous materials, including the following acts, as amended: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Safe Drinking Water Act, and in the regulations adopted in publications promulgated pursuant to the foregoing acts, all as amended from time to time. Any written notice of termination must include a copy of the environmental report indicating such undisclosed, significant environmental risk. Any written notice of termination and a copy of the environmental report must be received by Seller on or before the expiration of the Environmental Inspection Period. In the event that Buyer does not give written notice of termination under this Section 5.2 on or before the expiration of the Environmental Inspection Period, the Property shall be deemed to be acceptable to Buyer and this Contract shall remain in full force and effect. The obligation to restore the Property shall survive termination of the Contract.

5.3. **Indemnification**.

A. INDEMNIFICATION BY BUYER. BUYER, ON BEHALF OF ITSELF AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS ("BUYER PARTIES") SHALL AND HEREBY DOES RELEASE, INDEMNIFIES, AND HOLDS SELLER, ITS TRUSTEES, EMPLOYEES, AND AGENTS HARMLESS (COLLECTIVELY "INDEMNIFIED PARTIES") FOR ANY AND ALL LIABILITY, CLAIMS, AND LOSSES OF THE INDEMNIFIED PARTIES AND ANY THIRD PARTIES OF ANY KIND OR CHARACTER INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS)(COLLECTIVELY "CLAIMS") THAT ARISE OUT OF, RESULT FROM, OR RELATE TO BUYER PARTIES' ENTRY UPON THE PROPERTY, PERFORMANCE OF THE INVESTIGATIONS, OR RESTORATION OF THE PROPERTY UNDER THIS CONTRACT, EVEN IF THE INDEMNIFIED PARTIES ARE ALLEGED TO BE NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE, OR STATUTORILY LIABLE

B. INDEMNIFICATION BY CONTRACTORS. ADDITIONALLY, THE BUYER SHALL INCLUDE IN ALL CONTRACTS WITH ITS CONTRACTORS WHO ENTER THE PROPERTY THE FOLLOWING LANGUAGE: "CONTRACTOR SHALL AND HEREBY DOES RELEASE AND INDEMNIFY SELLER, ITS TRUSTEES, EMPLOYEES, AND AGENTS (COLLECTIVELY "INDEMNIFIED PARTIES") FOR ANY AND ALL LIABILITY, CLAIMS, AND LOSSES OF THE INDEMNIFIED PARTIES AND ANY THIRD PARTIES

THAT ARISE OUT OF, RESULT FROM, OR RELATE TO _____ [NAME OF THE BUYER]'S CONTRACTORS' ENTRY UPON THE PROPERTY, PERFORMANCE OF THE INVESTIGATIONS, OR RESTORATION OF THE PROPERTY UNDER THIS CONTRACT, EVEN IF THE INDEMNIFIED PARTIES ARE ALLEGED TO BE NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE, OR STATUTORILY LIABLE.".

C. BUYER SHALL NOT PERMIT ANY LIENS TO BE PLACED ON THE PROPERTY BY REASON OF BUYER OR PURCHASER'S CONTRACTORS ENTRY ON THE PROPERTY AND SHALL BE LIABLE FOR REMOVING ANY SUCH LIENS FROM THE PROPERTY.

The indemnifications in Section 5.3 must be enforceable under applicable Texas law. Before Buyer or its contractors enter the Property, Buyer shall and shall cause its contractors to: (a) carry general liability insurance, property insurance, and automobile liability insurance in the minimum amount of $1,000,000 or such other amount approved by the Seller to cover its entry upon the Property, performance of the Investigations, restoration of the Property and indemnification of the Seller; (b) name the Seller as additional insureds; and (c) provide a Certificate of Insurance ("Certificate") and a copy of any endorsements and its insurance policy or policies to the Seller for review. The Certificate shall not contain any statement that it is for information purposes only or that the Certificate holders may not rely on it or that it does not alter the terms of the policy. No Certificate shall exclude from coverage the negligence or sole negligence of the Certificate holder or restrict coverage only to the negligence or sole negligence of the insured. No contractor shall be permitted to conduct any Investigations on the Property until such contractor has complied with the foregoing requirements. Buyer's and its contractors' release and indemnification of the Seller shall each survive the termination of this Contract.

ARTICLE VI.
Representations and Warranties of Buyer

6.1. **Buyer's Representations and Warranties**. Buyer represents, warrants, covenants and agrees with Seller that as of the Effective Date and as of the Closing Date, (a) Buyer has and shall have the financial and other resources necessary and the full right, power and authority to purchase the Property from Seller as provided in this Contract and to carry out its obligations hereunder; (b) all required action necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder has been taken; and (c) the execution of this Contract and the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any instruments to which Buyer is a party or by which Buyer is bound. Buyer shall give Seller immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a change in the representation in this Section 6.1 or a breach by Buyer of any of its representations or warranties set forth in this Section 6.1. Notwithstanding anything herein to the contrary, the representations and warranties of Buyer hereunder shall survive the Closing and shall not be merged into the Deed or any other Closing document.

ARTICLE VII.
Condition Precedent to Seller's Performance

7.1. **Conditions to Seller Closing**. Seller shall not be obligated to perform under this Contract unless:

a) Payment of Purchase Price. Buyer shall have delivered the Purchase Price to the Title Company on or before the Closing Date in good funds (wired funds or cashier's check);

b) Closing Documents. Buyer shall have provided to Seller at Closing each of the documents required pursuant to Section 8.2 hereof;

c) Buyer's Warranties, Representations and Covenants. Each of Buyer's warranties and representations set forth in this Contract shall be true and correct as of the Effective Date and as of the Closing;

d) No Default. Buyer has complied with the terms and conditions of this Contract, performed all of its obligations under this Contract, and is not in default hereunder; and

e) Board Approval. On or before Closing, Seller shall have obtained approval from the Board of Trustees to close this transaction.

ARTICLE VIII.
Closing

8.1. **Date and Place of Closing**. The term "Closing," as used in this Contract, shall mean the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract. The Closing Date will be fifteen (15) days after the expiration of the Inspection Period. Notwithstanding the foregoing, the Closing Date may be adjusted by mutual agreement of the Parties or due to the date of the meeting at which the Seller's Board of Trustees authorizes the resolution and order for sale of the Property.

8.2. **Items to be Delivered at the Closing**.

a) **Seller**. At the Closing, Seller shall deliver to Buyer the following items.

1. The Deed in the form attached hereto as Exhibit B ("Deed"), to be executed by the Seller at Closing conveying title to the Buyer and subject to the Permitted Exceptions and ad valorem taxes, which will be assumed by Buyer; and
2. Any and all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller's counsel may mutually and reasonably determine are necessary to the proper consummation of this transaction.

b) **Buyer**. At the Closing, Buyer shall deliver to Seller:

1. The total Purchase Price, after deducting therefrom the Earnest Money and any other credits to which Buyer may be entitled at Closing pursuant to the terms of this Contract;
2. A counterpart of the Deed signed by Buyer;
3. The Closing Statement executed by Buyer;
4. Documentation required by the Title Company reflecting the authorization of Buyer to close this transaction and execute all of the documents required in connection therewith; and
5. Any and all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller's counsel may mutually and reasonably determine are necessary to the proper consummation of this transaction.

8.3. **Taxes**. Buyer shall be solely responsible for all ad valorem taxes and assessments attributable to the Property for the period of time following Closing. Seller, as a governmental entity, shall not be liable for any subsequent assessments for periods preceding Closing due to change in land usage or ownership (rollback taxes). The obligations of Buyer under this Section shall survive the Closing and shall not be merged into the Deed or any other Closing document.

8.4. **Possession**. Possession of the Property shall be delivered to Buyer at Closing and funding of the Purchase Price.

8.5. **Costs of Closing**.

a) **Seller's Costs of Closing**. Seller agrees to pay:
   1. Seller's attorney fees (outside of Closing);
   2. Seller Brokerage Commissions as set forth in Article X (outside of Closing); and
   3. Charges incurred by Seller for the procurement, preparation, and recording of any releases, waivers or other instruments required to clear any Monetary Liens that were created by the Seller and shown on Schedule C of the Title Commitment.

b) **Buyer's Cost of Closing**. Buyer agrees to pay:
   1. All charges for tax certificates;
   2. Recording fees for the Deed or other closing documents;
   3. All fees related to any financing obtained by Buyer (including, but not limited to, any recording fees);
   4. Any costs associated with the updated Title Commitment and the premium for issuance of the Title Policy, including any premium for any deletion, modification or endorsement;
   5. Any costs associated with obtaining an updated survey or a new survey, if any;
   6. All escrow fees charged by the Title Company;
   7. Buyer's attorneys' fees;
   8. Buyer Brokerage Commissions as set forth in Article X (outside of Closing);
   9. Any costs associated with any potential division of any tract under this Contract, including any attorney’s fees and administrative costs;

10. Any costs of any attempts to change land use, zoning or other regulations with the agreement of the District;
11. The costs of any inspections or due diligence conducted by Buyer; and
12. All other costs, fees, penalties and other expenses incurred at the Closing shall be paid by Buyer.

ARTICLE IX.
Defaults and Remedies

9.1. **Seller's Defaults, Buyer's Remedies**.

a) Seller shall be deemed to be in default if Seller shall fail to meet, comply with, or perform any covenant, agreement, or obligation on Seller's part required in this Contract providing all conditions precedent to Seller's performance have been fully satisfied.

b) In the event Seller shall be deemed to be in default, Buyer shall transmit written notice specifying the alleged default to Seller, and Seller shall have ten (10) days from date of receipt of such notice to cure such default. Should Seller fail to timely cure such default, Buyer may, as its sole and exclusive remedy, terminate this Contract and shall be excused from further performance of its purchase obligation hereunder, and upon written notice by Buyer to Seller and the Title Company, the Earnest Money, and any interest thereon, less the independent consideration, ("Liquidated Damages") will be returned to Buyer. BUYER HEREBY WAIVES ANY RIGHT TO BRING A SUIT FOR DAMAGES OR TO PURSUE ANY OTHER RIGHT AVAILABLE AT LAW OR IN EQUITY.

c) Under no circumstances shall Seller be liable to Buyer for specific performance or for any direct, consequential, or other type of damages, except as for the Liquidated Damages set forth in Section 9.1(b), whether the same are contemplated hereby or not or shall Seller be liable for specific performance.

9.2. **Buyer's Defaults, Seller's Remedies**.

a) Buyer shall be deemed to be in default if, for any reason other than a default by Seller: (i) any representation or warranty of Buyer under this Contract shall be false or incorrect in any material respect at the time such representation is made unless subsequently amended or corrected; (ii) it fails to provide immediate notice to Seller upon the occurrence of any event, or receipt of any notice, which might alter any of its representations or warranties of Buyer; or (iii) it fails to meet, comply with, or perform any covenant, agreement, obligation, or requirement on its part required under this Contract, including, but not limited to, payment of the Purchase Price, the failure to close on the Closing Date, or failure to deliver, at the Closing, the items required to be delivered by Buyer to Seller.

b) In the event Buyer shall be deemed to be in default, Seller may, in its sole and absolute discretion, either (i) terminate this Contract whereupon Seller shall be entitled to retain the Earnest Money as liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default; or (ii) any other remedy available at law or equity, which may include, but is not limited to specific performance. The Earnest Money, and any interest thereon, shall be considered liquidated damages and the Title Company shall deliver to Seller on receipt of written notice from Seller that Buyer has defaulted. The notice need not be accompanied by any other document or consent of any other party, it being agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because it represents a reasonable forecast of Seller's damages due to the difficulty, inconvenience, and uncertainty of ascertaining actual damages for default.

ARTICLE X.
Brokerage Commission

12.1 **Brokerage and Commission**. Seller represents that except for its agreement with Cliff Atnip and Wayne Lundquist of Cobb, Lundquist & Atnip, Inc., a licensed real estate broker in the State of Texas ("Seller's Broker"), it has not entered into any other agreement for real estate brokerage services relating to this transaction. Buyer represents to Seller that Buyer has entered into an agreement with the listed broker found in Section 11.12, if applicable, who must be a licensed real estate broker in the State of Texas, ("Buyer's Broker") to represent Buyer in the purchase of the Property. Buyer represents that it has not entered into any other agreement for real estate brokerage services relating to this transaction. At and conditioned upon Closing, Seller shall pay a real estate commission to Seller's Broker in the amount agreed upon between Seller and Seller's Broker under a separate agreement ("Seller Brokerage Commissions"). If Buyer is represented by Buyer's Broker in this transaction, at and conditioned upon Closing, Buyer will pay to Buyer's Broker according to the terms of any agreement between Buyer and Buyer's Broker ("Buyer Brokerage Commissions")(collectively, Seller Brokerage Commissions and Buyer Brokerage Commissions are referred to herein as "Brokerage Commissions"). Seller shall have no liability for commissions or otherwise to any agent or broker of Buyer except as set forth herein. BUYER AGREES TO AND HEREBY DOES INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL CLAIMS OF ANY AGENTS, BROKERS, FINDERS OR SUCH OTHER PARTIES CLAIMING BY, THROUGH OR UNDER BUYER, WHICH INDEMNITY SHALL EXPRESSLY SURVIVE CLOSING OR ANY TERMINATION OF THIS CONTRACT.

ARTICLE XI.
Miscellaneous

11.1 **Governing Law**. This Contract is executed, delivered, and intended to be performed in Nueces, Texas, and the laws of the State of Texas, without regard to its conflict or choice of law provisions, shall govern the validity, construction, enforcement, and interpretation of this Contract and the transactions contemplated herein. Proper venue for any action arising under or relating to the Contract shall be in the State or district courts of Nueces County, Texas.

11.2 **Entirety and Amendments**. This writing embodies the entire Contract between the parties and supersedes all prior oral and written agreements and understandings, if any, relating to the Property and any subject matter contemplated herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. No employee or agent of Seller has any authority whatsoever to make any reference, representation, or agreement not contained in this Contract and only the references, representations, and/or agreements contained in this Contract shall be binding upon Seller or in any way affect the validity of any part of this Contract. Buyer acknowledges that no representations have been made by Seller or any of Seller's agents or employees other than as expressly set forth in this Contract.

11.3 **Multiple Counterparts**. This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one (1) Contract, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one (1) such counterpart.

11.4 **Binding Effect; Assignment**. This Contract shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors, and permitted assigns. Buyer may not assign this Contract or Buyer's rights hereunder without Seller's express written approval. Execution hereof by Buyer alone shall constitute only an offer to purchase. Upon execution of this Contract by an authorized officer of Seller, after the execution by Buyer and delivery of a fully executed copy hereof to Buyer, this document shall become a binding Contract, subject to the provisions of this Contract.

11.5 **Time is of the Essence**. The obligations and undertakings of the parties hereto shall be performed within the time specified, and failure to perform within such time shall constitute an event of default on the part of the party that fails to so perform.

11.6 **Survival, No Merger**. Notwithstanding anything herein to the contrary, all covenants and agreements contained herein and intended to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the Deed and other closing documents required hereby and shall specifically not be deemed to be merged into or waived by any instrument of Closing, but shall expressly survive and be binding upon Seller and Buyer.

11.7 **Severability**. If any provision in this Contract is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the provision will be fully severable and its unenforceability will not affect any other provision hereof, and this Contract will be construed as if the unenforceable provision had never been a part of the Contract.

11.8 **Contract Interpretation**. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Contract are for reference only and are not intended to restrict or define the text of any section. This Contract will not be construed more or less favorably between the parties by reason of authorship or origin of language.

11.9 **Subdivision Plat and Zoning.** The Buyer will have the right, at its sole cost and expense to plat or replat ("Plat") the Property, or to change land use, zoning, or other regulations with the agreement of the District and as necessary and the Seller will cooperate with the Buyer to assist the Buyer in its effort so long as the Plat is not final until after Closing.

11.10 **Immunity**. Notwithstanding anything else in this or any other agreement between the Parties, neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Contract and performance of the functions or obligations described herein. Furthermore, nothing in this Contract shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

11.11 **WAIVER OF CONSUMER RIGHTS**. BY EXECUTING THIS CONTRACT, BUYER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, AND BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

11.12 **Notices**. All notices, demands and requests and other communications required or permitted hereunder shall be in writing and shall be sent by (a) prepaid postage, registered or certified mail, return receipt requested; (b) by nationally recognized overnight courier with receipt confirmation or tracking services; (c) by hand delivery; or (d) by facsimile or other electronic transmission (including electronic mail); and shall be deemed to be delivered (i) three (3) Business Days after being deposited in a domestic postal depository of the United States Postal if sent by prepaid postage as provided in clause (a) above; (ii) the next Business Day after deposit with a nationally recognized overnight courier (with receipt confirmation or tracking services) prior to such courier's overnight delivery deadline for the day of deposit (and the next Business Day after the day following the day of deposit if deposited after such courier's overnight delivery deadline for the day of deposit); (iii) the same day of being sent by facsimile or electronic mail; or (iv) when delivered with evidence of delivery, if sent by hand delivery. Either Party hereto may change its address for notice by giving three (3) Business Days prior written notice thereof to the other Party. Buyer's and Seller's respective addresses for purposes of this Contract, and to which all notices required hereunder shall be sent, are as follows:

If to Seller: Corpus Christi Independent School District
Attn: Superintendent
801 Leopard St.
Corpus Christi Texas 78401
Email: Roland.Hernandez@ccisd.us

With a Copy to: Brian S. Nelson
General Counsel and Chief Legal Officer
Corpus Christi Independent School District

801 Leopard St.
Corpus Christi Texas 78401
Email: Brian.Nelson@ccisd.us

Cliff Atnip and Wayne Lundquist
Cobb, Lundquist & Atnip, Inc.
700 Everhart Road, Suite F11
Corpus Christi, TX 78411
Email: cliff@clarealtors.com
; wayne@clarealtors.com

Philip Fraissinet
Thompson & Horton, LLP
3200 Southwest Fry #2000
Houston, TX 77027
Email: pfraissinet@thomsonhorton.com

If to Buyer: Name: _____

Address: _____

Email: _____

With a copy to: Buyer's Broker (if any): _____

_____

Address: _____

Email: _____

Name: _____

Address: _____

Email: _____

If to Title Company: San Jacinto Title Services of Texas, LLC
520 Lawrence Street., Corpus Christi, TX, 78401
Email: shellygrahmann@sanjacintotitle.com

11.13 This Contract is executed by Buyer on _____, _____, 202___ and shall constitute an offer that may be accepted only by execution by Seller and delivery of a fully executed original thereof to the Title Company with a copy to Buyer. This offer shall expire at 5:00 p.m. ninety (90) calendar days thereafter if this Contract is not executed by Seller, a copy returned to Buyer and the original delivered to the Title Company. Buyer acknowledges that Seller has no obligation to accept this offer, nor any other offer to purchase the Property. If Seller should accept this offer, Buyer acknowledges that Seller may negotiate with and accept back up contracts from third parties at any time.

THIS CONTRACT RAISES LEGAL ISSUES THAT BUYER MAY CHOOSE TO HAVE REVIEWED BY AN ATTORNEY.

SELLER:

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

By:_____

Name:_____

Title:_____

Date Executed:_____

BUYER:

_____

By:_____

Name:_____

Title:_____

Date Executed:_____

_____

By:_____

Name:_____

Title:_____

Date Executed:_____

TITLE COMPANY RECEIPT

The undersigned Title Company acknowledges receipt of an original executed copy of this Purchase and Sale Contract on the _____ day of _____, 202____.

San Jacinto Title Services of Texas, LLC

By: _____

Name: _____

Title: _____

EXHIBIT "B" TO PURCHASE AND SALE AGREEMENT

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

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF NUECES §

That, **CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT,** a public school district and political subdivision of the State of Texas, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, acting herein pursuant to the resolution of the Board of Trustees of Grantor passed as of the _____ day of _____, 202___, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto **[Buyer's Name(s)]** ("Grantee"), and Grantee's successors and assigns, the surface estate of tract(s) of land consisting of approximately **[Number of Acres]** acres as further described below (collectively, the "Land"):

[SUBJECT TO RE-PLAT AND NEW SURVEY.}

Also, but without warranty, Grantor grants to Grantee Grantor's right, title, and interest, if any, to (i) all improvements located on the Property ("Improvements"), and any and all easements, tenements, hereditaments, privileges and appurtenances appertaining to the Property ("Appurtenances") (collectively "Warranty Exception"). Collectively, the Land, Improvements and Appurtenances shall constitute the "Property".

Reservations and Exceptions

This conveyance is made by Grantor subject to, and Grantee accepts and assumes all obligations under all encumbrances, restrictions, easements, conditions, covenants and conveyances or exceptions to title set forth in herein, in Exhibit B attached hereto and incorporated herein for all purposes (collectively "Permitted Exceptions").

To the extent not already granted, Grantor excepts from this conveyance and reserves unto Grantor, its successors and assigns, all the oil, gas, sulphur, and other minerals (whether similar or dissimilar) in, on, under and that may be produced from the Property (or rights-of-way, lakebeds,

waterways or other strips adjacent or contiguous to the Property) without, however, any rights of ingress and egress on or above the surface of the land for exploring for, mining, drilling for, developing, producing, removing, storing, processing, treating and transporting such oil, gas, sulphur or other minerals, which rights of ingress and egress and used of the surface are hereby expressly waived; provided, however, nothing herein shall preclude the exploring for, mining, drilling for, developing, producing and removing oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or unitized or pooled operations with the well and all surface equipment located off the Subject Property. (The exception and reservation contained in this paragraph is herein referred to as the "Mineral Reservation").

EXCEPT FOR THE LIMITED WARRANTY OF TITLE HEREIN, IT IS UNDERSTOOD AND AGREED THAT GRANTOR HAS NOT MADE AND IS NOT NOW MAKING, AND GRANTOR SPECIFICALLY AND EXPRESSLY DISCLAIMS AND GRANTEE VOLUNTARILY AND WITH KNOWLEDGE WAIVES, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, (I) MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS DEED); (II) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES AND ANY SEISMIC TESTING; (IV) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) DRAINAGE AND DETENTION REQUIREMENTS; (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (VII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT; (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (IX) USAGES OF ADJOINING PROPERTY; (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (XI) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, INCOME POTENTIAL, FINANCIAL PROSPECTS, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (XII) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY; (XIII) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT

OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XIV) THE INTEGRITY AND QUALITY OF IMPROVEMENTS, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND WHETHER SUCH IMPROVEMENTS COMPLY WITH APPLICABLE LAW; (XV) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; (XVI) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XVII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVIII) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XIX) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO GRANTEE, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION CONTAINED IN THE INVITATION FOR BID ISSUED BY THE GRANTOR; (XX) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (GRANTEE AFFIRMING THAT GRANTEE HAS NOT RELIED ON GRANTOR'S INFORMATION, SKILL, OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT GRANTOR MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); (XXI) ANY RESTRICTIONS ENCUMBERING THE PROPERTY AND THE COMPLIANCE WITH ANY RESTRICTIONS ON THE PROPERTY; AND/OR (XXII) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS) AND WHETHER THE PROPERTY HAS BEEN GRANTED A SPECIAL ASSESSMENT OR IS SUBJECT TO ANY ROLLBACK TAXES OR MANAGEMENT DISTRICT OR OTHER SPECIAL DISTRICT FEES.

GRANTEE IS NOT RELYING UPON, HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY OF ITS AGENTS, INCLUDING, WITHOUT LIMITATION, GRANTOR’S AGENTS, AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE HAS BEEN MADE. GRANTEE REPRESENTS AND WARRANTS THAT IT IS A KNOWLEDGEABLE AND EXPERIENCED BUYER OF REAL ESTATE AND OF REAL ESTATE USED FOR THE PURPOSE FOR WHICH GRANTEE MAY ELECT TO PUT THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN MAKING DECISIONS WITH RESPECT TO AND IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INSTIGATIONS OF THE PROPERTY AS GRANTEE HAS DEEMED NECESSARY OR ADVISABLE, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, THE INCOME POTENTIAL OF, AND THE DEGREE TO WHICH THE PROPERTY CONFORMS WITH ANY APPLICABLE LAWS, AND HAS RELIED AND IS RELYING SOLELY UPON GRANTEE’S OWN INVESTIGATIONS. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS AND ADVERSE INCOME POTENTIAL, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM GRANTEE MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS,

INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED TO GRANTEE AND GRANTEE HEREBY ACCEPTS THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY.

GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. GRANTEE ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE DISCLAIMERS OF GRANTOR AND THE "AS IS" NATURE OF THIS CONVEYANCE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. GRANTEE HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS DEED AND THE CONTRACT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND "AS IS" PROVISIONS ARE AN INTEGRAL PART OF THIS TRANSACTION AND THAT GRANTOR WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO GRANTEE FOR THE PURCHASE PRICE WITHOUT SUCH PROVISIONS. GRANTEE, BY EXECUTION OF THIS DEED, ACKNOWLEDGES AND ACCEPTS THE PROPERTY IN ITS "AS IS" CONDITION WITH WARRANTY FROM THE GRANTOR**.**

Grantee assumes and agrees to pay taxes for the calendar year 2026.

TO HAVE AND TO HOLD the Land, subject to the Reservations and Exceptions contained herein, including the Warranty Exception, the Permitted Exceptions, the Mineral Reservation, and the disclaimer as to warranties, representations, and guaranties, Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend title to the Land, with no warranty for Improvements or Appurtenances, unto Grantee, Grantee's successors and assigns against every person whomsoever lawfully claiming by, through, or under Grantor, but not otherwise.

EXECUTED this _____ day of _____, 202___.

GRANTOR:

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

By:_____

Name:_____
Roland Hernandez, Ph.D.,
Superintendent of Schools

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, _____, 202_____ by _____, Superintendent of Schools, Corpus Christi Independent School District, an independent school district organized under the laws of the State of Texas, on behalf of said school district.

_____
Notary Public in and for
The State of T E X A S

Name: _____

My Commission Expires: _____

GRANTEE:

_____

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
COUNTY OF _____§

This instrument was acknowledged before me on _____, _____, 202_____ by _____.

_____
Notary Public in and for
The State of T E X A S

Name: _____

My Commission Expires: _____

GRANTEE'S ADDRESS:

_____
_____
_____

PLEASE RETURN DEED TO GRANTEE AFTER RECORDING

EXHIBIT B
TO DEED

PERMITTED EXCEPTIONS

1. All restrictive covenants affecting the Property

2. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.

3. Taxes for the current and subsequent years, and subsequent assessments for prior years due to a change in land usage or ownership and the lien of real estate taxes and assessments not yet due and payable.

4. Applicable zoning, subdivision, building and other land use laws and regulations.

5. Liens created or assumed as security for the consideration paid for the purchase of the Property.

6. Any covenants, conditions, reservations, exceptions, and easements; all oil, gas and mineral conveyances; leases, if any; and other matters affecting the Subject Property that are in effect and shown of record in the official public records of the County Clerk's Office where the Property, or any part thereof, is located.

7. Rights of parties in possession

8. Any other matter affecting the Property in effect and shown of record in the Real Property or other records in the county clerk's office where the Property, or any part thereof, is located.

9. Visible or apparent encumbrances on the ground, applicable to and enforceable against the Property;

10. [EXCEPTIONS FROM TITLE COMMITMENT TO BE ADDED FOLLOWING INSPECTION PERIOD]

11. Any and all restrictions which are required to be contained in any conveyance of real property by any school district in the State of Texas pursuant to the Modified Order in United States v. State of Texas et al., C.A. 5281, including but not limited to the following:

The further covenant, consideration, and condition is that the following restrictions shall in all things be observed, followed, and complied with:

(a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which

discriminates against any person because of his or her race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school nor other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon Grantees, their successors and assigns, for a period of fifty (50) years from the date thereof.

The foregoing restrictions and other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

EXHIBIT "C"
TO PURCHASE AND SALE AGREEMENT

TITLE COMMITMENT

Buyers and Sellers Beware

Criminals are targeting real estate transactions. Don't be a victim of wire fraud.

What is wire fraud and how does it occur?
Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a title company, a real estate agent, a lender, or another trusted source. These fraudulent emails appear legitimate and direct you to wire funds to a fraudulent account. Once you wire funds to the fraudulent account, your money is gone.

How can you protect yourself from wire fraud?
You should not send personal information, such as bank account numbers or other financial information, via email or other unsecured electronic communication.

San Jacinto Title will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you receive any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, you should contact San Jacinto Title in person or via phone call using a phone number from our website www.sanjacintotitle.com.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, San Jacinto Title, your lender, and your real estate agent.

SAN JACINTO®
Title Services of Texas

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE

We (Fidelity National Title Insurance) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

San Jacinto Title Services of Texas, LLC

Fidelity National Title Insurance Company

By: Michael J. Nolan
President

ATTEST: Marjorie Nemzura
Secretary

Authorized Signatory

Effective Date: May 20, 2026

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

Effective Date: May 20, 2026

COMMITMENT FOR TITLE INSURANCE
(FORM T-7)
SCHEDULE A

Issued By

FIDELITY NATIONAL TITLE INSURANCE

Effective Date: May 20, 2026 at 12:00 AM

GF No.: 260249986

Commitment No. 260249986, issued May 29, 2026, 08:00 AM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)

   Policy Amount: TBD
   PROPOSED INSURED: TBD

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

   Policy Amount:
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

   Binder Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER

   Policy Amount:
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   Fee Simple

SCHEDULE A
(Continued)

3. Record title to the land on the Effective Date appears to be vested in:

   Corpus Christi Independent School District

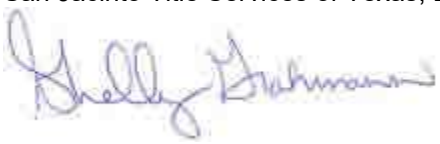
   TITLE VIA:

   Warranty Deed dated January 6, 1954, executed by Thomas E. McArdle, Jr. to Corpus Christi Independent School District, recorded under Clerk's File No. 392570, Volume 624, Page 442, Deed Records of Nueces County, Texas.

4. Legal description of land:

   Lot One (1), Block One (1), Montclair Elementary School Tract, in the City of Corpus Christi, Nueces County, Texas, as shown by the map or plat thereof recorded in Volume 52, Page 143, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

San Jacinto Title Services of Texas, LLC



Authorized Signatory

Fidelity National Title Insurance Company

By:
Michael J. Nolan
President

ATTEST:
Marjorie Nemzura
Secretary

Effective Date: May 20, 2026

SCHEDULE B

Commitment No.: 260249986 GF No.: 260249986

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Volume 52, Page 143, Map Records of Nueces County, Texas.

   RESTRICTIONS INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (a) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (b) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, ARE HEREBY DELETED TO THE EXTENT SUCH RESTRICTIONS VIOLATE 42 USC 3606 (C).
   (Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.)

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2026, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year

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2025, and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

    a. Right of parties in possession. (Owner's Policy Only)

    b. Rights of tenants in possession under any and all outstanding lease agreement recorded or unrecorded. (May be deleted with appropriate Affidavit)

    c. Easements, setbacks, and reservations, as shown by the map or plat thereof, recorded in Volume 52, Page 143, Map Records of Nueces County, Texas.

    d. Sewer Line Easement described in Warranty Deed dated January 6, 1954, executed by Thomas E. McArdle, Jr. to Corpus Christi Independent School District, recorded under Clerk's File No. 392570, Volume 624, Page 442, Deed Records of Nueces County, Texas.

    e. Utility Easement dated January 12, 1959, executed by Corpus Christi Consolidated Independent School District to City of Corpus Christi, recorded under Clerk's File No. 522276, Volume 837, Page 520, Deed Records of Nueces County, Texas.

    f. Public Street and Utility Right of Way Easement dated January 12, 1959, executed by Corpus Christi Consolidated Independent School District to City of Corpus Christi, recorded under Clerk's File No. 522430, Volume 838, Page 36, Deed Records of Nueces County, Texas.

    g. Easement and Right of Way dated July 15, 2002, executed by Corpus Christi Independent School District to Central Power and Light Company, recorded under Clerk's File No. 2003015002, Official Public Records of Nueces County, Texas.

    h. All leases, grants, exceptions or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not, There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

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i. Building, Zoning, Platting and/or Regulatory Laws and/or Ordinances of any Municipal and/or other Governmental Authority.

j. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: Upon receipt of a survey acceptable to the Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)

k. Rights of the Public in and to any portion of subject property lying within a public road. (To be deleted upon receipt and review of a current on the ground survey, eliminating portion, if any, from metes and bounds description).

l. Visible and apparent easements on the insured property recorded or unrecorded. (Owner's Policy Only) *(May be deleted with a survey acceptable to this Company. Company reserves the right to add additional exceptions per its review of said survey)*

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SCHEDULE C

Commitment No.: 260249986 GF No.: 260249986

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   b. all standby fees, taxes, assessments and charges against the property have been paid,

   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,

   d. there is legal right of access to and from the land,

   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Appears to be clear of any and all voluntary liens. We find no outstanding liens of record affecting the subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

6. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the governmental entity named below

   Name of governmental entity: Corpus Christi Independent School District

   a) A copy of the articles, doctrine or formation instruments;

   b) An original or certified copy of a resolution authorizing the transaction contemplated herein., and appointment of agent to execute documents on behalf of said governmental entity.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. File has been set up as a TBD. Company reserve the right to complete Schedule "A" when furnished the (amount or entity) to be insured.

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SCHEDULE C
(Continued)

This Commitment is also subject to checking the name(s) of the purchaser(s) for Federal Judgment Liens in favor of the United States; for Chapter 12 or 13 Bankruptcy Proceedings; Texas Workforce Commission Liens; and to see if their name(s) appear(s) on the List of Known or Suspected Terrorist Maintained by the Office of Foreign Asset Control pursuant to the USA Patriot Act.

8. Company requests receipt of closing/lender's package 24 hours prior to closing.

9. Any matters revealed by current, on the ground as-built survey.

10. Any defect, lien or other matters that may affect title to the land or interest insured, that arises or is filed after the effective date of this commitment.

11. Any lien or liens created in the instruments of conveyance or any security instruments executed in connection with the transaction to be insured will appear as an exception under Schedule B of the policy to be issued and/or as the lien to be insured under Schedule "A" of the Mortgagee Title Policy to be issued, all of which instruments will be subject to the approval of the company and the wording of the exception in the policy to be issued will be based upon the terms of the instruments.

12. The conveyance by sellers must be by a "GENERAL WARRANTY DEED" unless approved by company in advance.

13. CLOSING INSTRUCTIONS AND CLOSING PACKAGE MUST BE RECEIVED IN OUR OFFICE 24 HOURS PRIOR TO CLOSING. IF THIS REQUIREMENT IS NOT MET, SAN JACINTO TITLE SERVICES CANNOT GUARANTEE THE DATE AND TIME OF CLOSING.

14. NOTE: This file must be updated within 24 hours prior to Closing.

15. Company must be furnished a properly executed Affidavit of Debts and Liens executed by the Seller, if a sale or by the Borrower, if a loan only.

16. If the area and boundary exception is to be amended to show only "shortages in area", Company must be furnished with a survey showing a plat and containing the correct description of the subject property made by a Licensed Public Surveyor of the State of Texas, acceptable to this Title Company.

17. NOTICE: Title Company is unwilling to issue the Title Policy without the mineral exception(s) set out in Schedule B hereof. Optional Endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated for each endorsement is $50 on an Owners Title Policy and $0 charge on a Loan Policy.

18. IMPORTANT NOTICE: ALL FUNDS OVER $10,000 MUST BE IN THE FORM OF A WIRE TRANSFER.

WARNING! WIRE FRAUD ADVISORY: San Jacinto Title's wire instructions DO NOT CHANGE. Please call our office to confirm wire instructions before wiring.

19. Company must be furnished with a properly executed waiver of inspection, executed by the purchaser. (Purchaser Policy Only)

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SCHEDULE C
(Continued)

20. Notice to all buyers, sellers, borrowers, lenders and all parties interested in the transaction covered by this commitment:

Effective September 26, 1988, the State Board of Insurance has adopted Procedural Rule P-27 (as amended) which requires that "Good Funds" be received and deposited before a Title Agency may disburse from its trust fund account.

"Good Funds" means:

1. Cash or wire transfers;
2. Certified checks, cashier's checks and teller's checks, as further described in definition "g" of this rule;
3. Uncertified funds in amounts less than $1,500.00 including checks, traveler's checks, money orders, and negotiable orders of withdrawal, provided multiple items shall not be used to avoid the $1,500.00 limitation;
4. Uncertified funds in the amounts of $1,500.00 or more, drafts and any other item when collected by the financial institution;
5. State of Texas warrants;
6. United States Treasury checks;
7. Checks drawn on a bank or savings and loan association insured by the FDIC or FSLIC and for which a transaction code has been issued pursuant to, and in compliance with, such bank or savings and loan association;
8. Checks by City and County Governments located in the State of Texas.

21. At closing of this transaction, Title Company must be furnished a copy of the buyers' and/or sellers' official photo identification card.

22. Except in an exempt transaction, the Company must be furnished with Seller's Social Security Number or Tax Identification Number and all other information necessary to complete IRS Form 1099-S.

23. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front page of the document: "NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License."

24. Company requires that notary seals contained in any document executed on or after January 1, 2016, must include the notary's identification number as required by Texas Government Code §406.013 when the notary public is either (1) a new notary appointee or (2) an existing notary appointee whose appointment has been renewed on or after January 1, 2016.

25. The Company may make other requirements or exceptions upon its review of any requested documentation or of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction. Company reserves the right to revise this commitment and/or to make additional requirements or corrections at any time prior to the closing of this transaction. Any defect, lien or other matters that may affect title to the land or interest insured, that arises or is filed after the effective date of this commitment.

26. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:

• Confirmation prior to closing that the County Clerk of said County, Texas has approved and authorized electronic recording of electronically signed and notarized Instruments in the form and format that is being

used.
• Electronic recordation of the instruments to be insured in the Official Public Records of said County, Texas.
• Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
• Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.

27. PRIVACY POLICY:

This commitment may contain confidential information and is intended solely for the attention and use of the named insured as contemplated by the terms and provisions of this commitment. You are hereby notified that any disclosure, copying, distributing or taking of action in reliance on the information with third parties is prohibited.

Effective Date: May 20, 2026

SCHEDULE D

Commitment No.: 260249986 GF No.: 260249986

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers of FIDELITY NATIONAL TITLE INSURANCE:

   Officers: Raymond R. Quirk, CEO/President; Anthony J. Park, EVP/CFO/Treasurer; Marjorie R. Nemzura, VP/Corporate Secretary

   Directors: Steven G. Day, Marjorie R. Nemzura, Michael J. Nolan, Anthony J. Park, Raymond R. Quirk

   Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

   (A) The name of each shareholder, owner, partner or other persons having, owing or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Corpus Holdings, LP

   (B) Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Corpus Holdings, LP is owned by E. Brent Bottom.

   (C) The following persons are officers and directors of the Title Insurance Agent:

   E. Brent Bottom, Chief Executive Officer
   E. Brendon Bottom, Vice President
   Shelly Cristan-Grahmann, Vice President
   Lynn Leising, Vice President
   Andrea Liberatore, Vice President
   Nancy Massaro, Vice President / Administration
   Clinton Ramey, Vice President
   Nelda Rodriguez, Vice President
   Mark Scott, President Coastal Bend Region
   Channing Slusher, Vice President
   Jennifer Slusher, Vice President
   Melanie Smith, Vice President

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Total **$** **0.00**

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

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SCHEDULE D
(Continued)

Amount	To Whom	For Services
%		Services Rendered

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

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LEGAL DESCRIPTION

Lot One (1), Block One (1), Montclair Elementary School Tract, in the City of Corpus Christi, Nueces County, Texas, as shown by the map or plat thereof recorded in Volume 52, Page 143, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

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TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.
El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de tíitulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo complemente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding laws, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exception, Exclusions and Conditions, defined below.

EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

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TEXAS TITLE INSURANCE INFORMATION
(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 925-0965 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling (800)252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

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DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 260249986 GF No.: 260249986

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is **$2,000,000** or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of **$2,000,000** shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

_____ _____

SIGNATURE DATE

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IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

(800) 925-0965

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

(800) 925-0965

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

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ATTACHMENT #3
DISCLOSURE OF INTERESTED PARTIES
(Instructions for Form 1295)

Under Government Code §2252.908, a governmental entity or state agency may not enter into a contract with a person or business entity that:

(i) requires an action or vote by the governing body of the entity or agency before the contract may be signed, or
(ii) has a value of at least $1 million, or
(iii) is for services that would require a person to register as a lobbyist under Chapter 305 Government Code

unless the person or business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. If the business entity qualifies for an exception under Texas Government Code §2252.908(c), it may notify the District in writing.

The disclosure of interested parties Form 1295 can be found on the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/1295/. Persons or business entities seeking to enter into such a contract must create an account and fill out the required forms on the website as required by the law.

Upon completing Form 1295 the person or business entity must print a signed copy and attach it to this submission.

By signing below, the person or business entity certifies it has summitted the required Form 1295 documents to the Texas Ethics Commission.

By: _____

Printed Name: _____

Title (if applicable): _____

Business Entity (if applicable): _____

Date: _____

ATTACHMENT #4
CONFLICT OF INTEREST QUESTIONNAIRE

ATTACHMENT #5

FELONY CONVICTION NOTIFICATION

Under Texas Education Code §44.034, 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. This notice must include a general description of the conduct resulting in the conviction of a felony. 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 or misrepresented the conduct resulting in the conviction. This district must compensate the person or business entity for services performed before the termination of the contract. Initial the response below that applies:

1. _____ The Buyer is a publicly held corporation. This section does not apply to a publicly held corporation.

2. _____ Neither the Buyer nor its owner or operators, if applicable, has/have never been convicted of a felony.

3. _____ The Buyer or its owners or operators has/have been convicted of a felony. Below is a general description of the conduct resulting in the conviction of a felony:

_____

_____

_____

_____

_____

By signing below, the person or business entity certifies this response is a true and complete response under Texas Education Code §44.034.

By: _____

Printed Name: _____

Title (if applicable): _____

Business Entity (if applicable): _____

Date: _____