BID PACKAGE
FLORENCE INDEPENDENT SCHOOL DISTRICT
SALE OF THREE SURPLUS REAL PROPERTIES

I. NOTICE OF SALE OF REAL PROPERTY

The Board of Trustees of the Florence Independent School District (FISD) hereby serves notice that it will accept sealed bids for the purchase of the surface rights only for one, two, or all three of the following properties listed below. Each property will be offered for sale individually, and bidders may submit bids on any combination of the properties. FISD reserves the right to award each property separately, including to different bidders.

PROPERTY: For the surface rights only of:

1. **Property #1** – Parcel R010643 located at **103 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 0.31 acre, more or less, part of Lots 2 and 3 in Block 3 of the Town of Florence according to the plat recorded in Cabinet A, Slide 214, Plat Records, and being part of the M.J. Wells Survey, Abstract No. 646, Williamson County, Texas. This property is the same property conveyed to Florence Independent School District, a political subdivision, and located in Instrument No. 9526944, Deed of Records of Williamson County Texas.

2. **Property #2** – Parcel R010644 located at **101 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 0.525 of an acre, more or less, and being the same tract conveyed to Florence Independent School District, a political subdivision, and located in Volume 2609, Page 0336, Deed of Records of Williamson County, Texas.

3. **Property #3** – Parcel R010642 located at **105 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 7/8 acre of land, more or less, and being the same tract conveyed to Florence Independent School District, a political subdivision, and located in Instrument No. 9659305, Deed of Records of Williamson County, Texas.

More detailed information regarding each property is included in Exhibits A-1, A-2, and A-3 respectively (referred to herein collectively as the "Properties").

Sealed bids will be received until:

DATE: November 16, 2026 at 10:00 A.M. CST

At the following address: Florence Independent School District
Attn: Superintendent
306 College Avenue
Florence, Texas 76527

All bids received at, or prior to, that time will be opened and read aloud. Bids received after that date and time will be returned unopened to the bidder. ***Faxed or e-mailed bids will not be accepted.***

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

SEALED BID - DO NOT OPEN
SALE OF SURPLUS REAL PROPERTY – NOVEMBER 2026
DUE NOVEMBER 16, 2026 AT 10:00 A.M. CST

Bidder agrees that the bid shall remain open and subject to acceptance by the District for a period of sixty (60) calendar days from the bid date. The Board of Trustees plans to take action on bids at the next regularly scheduled meeting after the bid opening. The District reserves the right to accept any bid, to reject any or all bids, and to waive any informality in bids received.

BIDS MUST BE SUBMITTED ON BID FORMS INCLUDED IN THE BID PACKAGE. THE BID PACKAGE CONTAINS REQUIRED BID TERMS AND DESCRIPTIVE INFORMATION ABOUT THE PROPERTIES. BIDDERS MUST USE BID FORM III.(A) CONTAINED HEREIN. BID RESPONSES NOT MADE AS SET FORTH BY THE BID PACKAGE MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

Bidder agrees, if the bid is accepted by the District, to enter a Real Estate Sales Contract within five (5) calendar days of written notice of acceptance of the bid by the District. Bidder's failure to execute the Real Estate Sales Contract within such five (5) day period is deemed a default by bidder, bidder will forfeit the earnest money, and the District will have no obligation to such bidder.

After execution of the Real Estate Sales Contract by the bidder, if the bidder terminates the contract pursuant to any right to terminate contained in the Real Estate Sales Contract, except for Seller's default, bidder will not recover the earnest money.

The Properties will be conveyed separately by Special Warranty Deed. Sample Warranty Deeds for each property are contained herein.

Interested parties may contact Superintendent Rick Kirkpatrick at rkirkpatrick@florenceisd.net or by phone at (254) 793-2850 regarding an inspection of the premises.

The Property may contain asbestos, asbestos-containing material, or other environmental conditions. The purchaser will be required to assume all duties, costs, and risks of abatement of such conditions. The Property is being sold "as is and where is, with any and all latent and patent defects and faults," and there is no warranty by the District that the Property is fit for a particular purpose. In addition, the Property is being sold subject to the conditions, exceptions and reservations contained in the Bid Package and attached Exhibits.

Platting or re-platting of the Property, if required for closing or use, shall be the responsibility of the Buyer.

II. INSTRUCTIONS TO BIDDERS

1. REAL ESTATE SALES CONTRACT: A draft copy of the Real Estate Sales Contract and related documents for the sale of the Property is included in this Bid Package as **Exhibit B**. The District will consider proposed changes to the form of the Real Estate Sales Contract submitted in writing with the bid; however, the District reserves the right to reject any proposed changes that materially change the terms of the sale.

2. TITLE COMPANY: The District intends to use MONTEITH ABSTRACT & TITLE COMPANY, INC. located at 213 Mill Creek Dr Suite 140, Salado, TX 76571 for this transaction.

3. EARNEST MONEY: The Bid must be accompanied by a money order or cashier's check in the amount of FIVE HUNDRED DOLLARS AND NO CENTS ($500.00) ***per property*** payable to MONTEITH ABSTRACT & TITLE COMPANY, INC. (Cash is ***NOT*** acceptable). *(For example, a bid for two properties must include a check for $1,000.00 a bid for all three properties must include a check for $1,500.00).*

4. DISCLOSURE OF INTERESTED PARTIES. Texas Government Code, Section 2252.908 requires a "business entity" entering into a contract with the District, like the Real Estate Sales Contract which will be entered by the successful bidder following Board approval, to submit a Disclosure of Interested Parties Form (Form 1295), using the form and procedure established by the Texas Ethics Commission. The form requires disclosure of any "interested party" to the Contract of which the contracting entity is aware, and execution by an authorized agent of the contracting entity, acknowledging that disclosure is made under oath and under penalty of perjury. **You will only be required to file the Form 1295 if you are required by law and if your bid is accepted by the Board and you enter into** a **Real Estate Sales Contract, binding you to purchase the Property and the form may only be filed electronically.** You are encouraged to contact your own legal counsel with any questions you may have about the process. The form must be completed electronically and the process for doing so and additional information regarding the requirements can be found at the Texas Ethics Commission website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

5. DISTRICT ACTION ON BIDS: Bids will be presented to the Board of Trustees for acceptance at the next regular Board meeting after bids are opened. Closing should occur as provided in the Real Estate Sales Contract.

6. BID DOCUMENTS: A complete bid response should include:

- The completed Bid Proposal Form (shown on pages 5-8), properly completed; please note that there a minimum bid amounts on the properties (bids submitted under those amounts will not be considered); and
- Earnest Money, in the form of a money order or cashier's check in the amount(s) set out in paragraph 3 above. (Cash is ***NOT*** acceptable).

7. WITHDRAWAL OF BIDS: Bidder may request permission to withdraw its bid prior to the actual time bids are due. Such request must be made in person or in writing at the location designated to open the bids. The District will return the bid documents unopened at that time.

8. OTHER CONDITIONS OF SALE: Other conditions of sale described below shall not be Title Exceptions under the Real Estate Sales Contract or the Deed. Exceptions to and reservations from conveyance and warranty:

a. Any visible or apparent easement on or across the Property or any portion thereof, the existence of which is not disclosed by the records of the County Clerk of Williamson County, Texas, including, but not limited to, utility lines or facilities in place.
b. Any portion of the herein described Property which falls within the boundaries of any road or roadway.
c. Any state of facts that an accurate and complete Land Title Survey and/or physical inspection of the Property might disclose.
d. All zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions and other laws and regulations now in effect or hereinafter adopted by any governmental authority having jurisdiction over the Property.

8. OTHER INFORMATION: The District believes the information included in this Bid Package is materially accurate, however, the District does not warrant this information to be free from errors or omissions. Bidders are encouraged to inspect the premises prior to placing a bid and conduct their own due diligence reviews once under contract.

BID PROPOSAL FORM, IDENTIFICATION OF BIDDER AND ACCEPTANCE OF BID TERMS
THIS FORM MUST BE SUBMITTED WITH BID.

PROPERTY (the "Property"): The surface rights only for:

1. **Property #1** – Parcel R010643 located at **103 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 0.31 acre, more or less, part of Lots 2 and 3 in Block 3 of the Town of Florence according to the plat recorded in Cabinet A, Slide 214, Plat Records, and being part of the M.J. Wells Survey, Abstract No. 646, Williamson County, Texas. This property is the same property conveyed to Florence Independent School District, a political subdivision, and located in Instrument No. 9526944, Deed of Records of Williamson County Texas.

2. **Property #2** – Parcel R010644 located at **101 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 0.525 of an acre, more or less, and being the same tract conveyed to Florence Independent School District, a political subdivision, and located in Volume 2609, Page 0336, Deed of Records of Williamson County, Texas.

3. **Property #3** – Parcel R010642 located at **105 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 7/8 acre of land, more or less, and being the same tract conveyed to Florence Independent School District, a political subdivision, and located in Instrument No. 9659305, Deed of Records of Williamson County, Texas.

IMPORTANT: A bid, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Bidder agrees to strictly abide by the terms, conditions, and specifications set out in the Bid Package and exhibits thereto.

Entity, Company or Firm Name:_____

Contact Person:_____

Address:_____

Telephone #:_____

Fax:_____

Date:_____

Signature:_____

Printed Name:_____

Title:_____

BID AMOUNT(S):
Purchase price(s) offered by Bidder should be written below. Bidder may bid on one or more properties. Bidders should write the amount in words and dollars and cents. If Bidder does

not intend to bid on a property, then Bidder should not write any amount in the corresponding space below. Each parcel is a separate offer and may be accepted or rejected independently. Enter a dollar amount only for parcels on which you are bidding. Offers below the stated minimum for a parcel will not be considered. *(Note: CAD values are supplied for informational purposes only. They are not appraisals, representations of fair market value, or substitutes for the minimum bids stated above.)*

Property #1 – Parcel R010643 located at **103 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 0.31 acre, more or less, part of Lots 2 and 3 in Block 3 of the Town of Florence according to the plat recorded in Cabinet A, Slide 214, Plat Records, and being part of the M.J. Wells Survey, Abstract No. 646, Williamson County, Texas. This property is the same property conveyed to Florence Independent School District, a political subdivision, and located in Instrument No. 9526944, Deed of Records of Williamson County Texas.

CAD assessed value (reference only): $98,666 *(Note: has residential home on property)*
Minimum acceptable bid: $90,000

AMOUNT: _____ ($_____)

Property #2 – Parcel R010644 located at **101 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 0.525 of an acre, more or less, and being the same tract conveyed to Florence Independent School District, a political subdivision, and located in Volume 2609, Page 0336, Deed of Records of Williamson County, Texas.

CAD assessed value (reference only): $106,798 *(Note: has playground)*
Minimum acceptable bid: $60,000

AMOUNT: _____ ($_____)

Property #3 – Parcel R010642 located at **105 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 7/8 acre of land, more or less, and being the same tract conveyed to Florence Independent School District, a political subdivision, and located in Instrument No. 9659305, Deed of Records of Williamson County, Texas.

CAD assessed value (reference only): $204,408 *(Note: has structure on it)*
Minimum acceptable bid: $125,000

AMOUNT: _____ ($_____)

EARNEST MONEY

Each bidder must submit an earnest money check in the amount of **$500.00 per property being bid on**, payable to Florence Independent School District **at the time of bid submission**. Bidders submitting offers on more than one property must include a separate $500.00 earnest money check for each property. The earnest money checks submitted by unsuccessful bidders will be returned following the District's selection of the successful bidder(s). The earnest money of each successful

bidder will be deposited with and held in escrow by the designated title company and applied toward the purchase price at closing or otherwise disbursed in accordance with the terms of the Real Estate Purchase and Sale Agreement.

IMPORTANT BID TERMS

1. **Individual Parcel Bids.** Each parcel is offered individually. Bidders may submit bids on one, two, or all three parcels and are not required to bid on all properties. The District may award different parcels to different bidders and is not required to award all parcels.
2. **As-Is Sale.** All property is offered **AS IS, WHERE IS, WITH ALL FAULTS**, subject to the terms of the Real Estate Purchase and Sale Agreement and applicable law. Existing structures, buildings, fixtures, and playground equipment, to the extent owned by the District and included in the sale, will remain. The District will not perform repairs, improvements, or removal work before closing.
3. **Bidder Due Diligence.** Bidders will have the opportunity to schedule a site visit to inspect the property before submitting a bid. Any additional inspections or due diligence regarding the property's condition, access, boundaries, utilities, zoning, title, restrictions, or permitted uses may be conducted after execution of the Real Estate Purchase and Sale Agreement, subject to its terms and conditions. Any required survey will be obtained and paid for by the buyer in accordance with the Real Estate Purchase and Sale Agreement.
4. **District's Rights and Board Approval.** The District reserves the right to reject any and all bids for any parcel, waive nonmaterial informalities to the extent permitted by law, and determine whether a bid is acceptable. Submission of a bid does not obligate the District to sell any property. Any sale is subject to approval by the District's Board of Trustees and execution of the required transaction documents.
5. **Purchase and Sale Documents.** The bid package includes a proposed *Real Estate Purchase and Sale Agreement* and *form of Deed,* in Exhibit B, which establish the terms and conditions under which the District intends to sell the properties, including earnest money, closing costs, title insurance, surveys, closing deadlines, and other applicable requirements. By submitting a bid, the bidder acknowledges having received, read, and reviewed the bid package, including the proposed Real Estate Purchase and Sale Agreement and form of Deed, and agrees that, if selected by the District, the bidder will execute the applicable agreement and proceed with the purchase in accordance with those terms, subject to any modifications approved in writing by the District.
6. **Property Information.** The legal descriptions, deeds, available surveys, disclosure materials, and any parcel-specific conditions included in the bid package control over the abbreviated parcel identifiers or descriptions appearing on this form.

BIDDER ACKNOWLEDGMENT AND CERTIFICATION

By signing and submitting this Bid Proposal Form, the undersigned bidder acknowledges and certifies that the bidder has received, read, and reviewed the complete bid package, including the Important Bid Terms above, the proposed *Real Estate Purchase and Sale Agreement*, and the *form of Deed*; understands and accepts the terms and conditions applicable to the sale; has been afforded the opportunity to schedule a site visit before submitting a bid; and agrees that, if awarded a parcel by the District's Board of Trustees, the bidder will execute the required transaction documents and complete the purchase in accordance with the terms of the bid package and applicable agreements. Bidder further agrees that the offer shall remain open for 60 calendar days after the bid deadline and may not be withdrawn during that period without the District's prior written consent. By checking the boxes below and signing this Bid Proposal Form, the undersigned bidder acknowledges, certifies, and agrees to the following:

THIS FORM MUST BE SUBMITTED WITH YOUR BID.

☐ **Bid Package and Contract Terms:** I have received, read, and reviewed the complete bid package, including the Important Bid Terms, proposed *Real Estate Purchase and Sale Agreement*, and *form of Deed*. I understand and accept the terms and conditions applicable to the sale and agree that, if my bid is approved by the District's Board of Trustees, I will execute the required transaction documents and complete the purchase in accordance with those terms.

☐ **Bid Validity:** I agree that my bid will remain open for **sixty (60) calendar days** after the bid deadline and may not be withdrawn during that period without the District's prior written consent.

☐ **Earnest Money:** I confirm that I have included a check or money order in the amount of **$500.00 for <u>each</u> property for which I am submitting a bid**, payable to the title company designated by the District (Monteith Abstract & Title Company, Inc.), as required by the bid package.

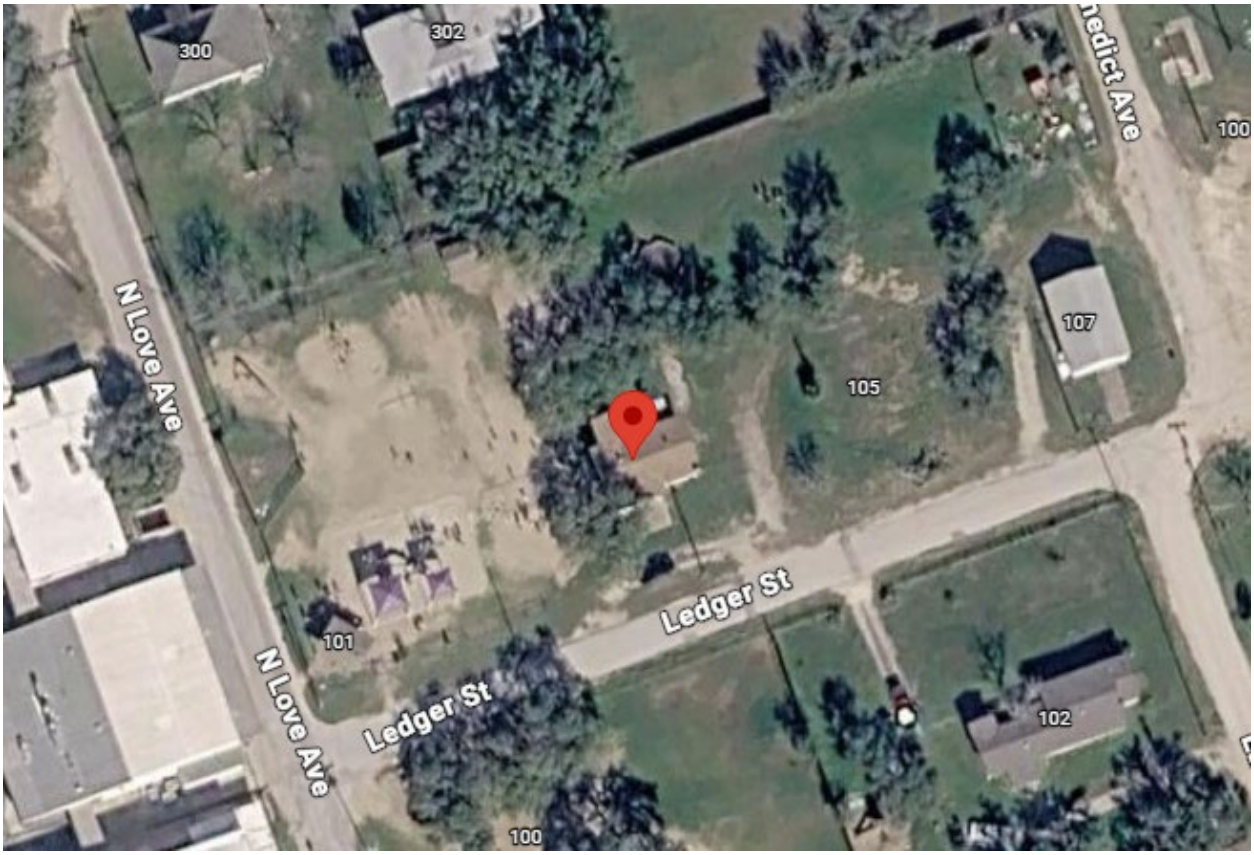
Signature: _____

Date: _____

Exhibit A -1 to Bid Package
Property Descriptions - Property #1

Property #1 – Parcel R010643 located at **103 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 0.31 acre, more or less, part of Lots 2 and 3 in Block 3 of the Town of Florence according to the plat recorded in Cabinet A, Slide 214, Plat Records, and being part of the M.J. Wells Survey, Abstract No. 646, Williamson County, Texas. This property is the same property conveyed to Florence Independent School District, a political subdivision, and located in Instrument No. 9526944, Deed of Records of Williamson County Texas.

Google Image for Reference



Deed Record

DOC# 9526944

WARRANTY DEED WITH VENDOR'S LIEN
(THIRD PARTY FINANCING)

Date: June 1, 1995

Grantor: Thelma M. Whittenberg, a single person, Virginia M. Sherry and husband Morris W. Sherry, Leland E. Buchanan and wife, Aurelie Buchanan, Samuel P. Buchanan and wife, Tanya P. Buchanan and Joe E. Buchanan and wife, Dena Buchanan

Grantor's Mailing Address: c/o Joe Buchanan, 4100 Granada, Georgetown, Williamson County, Texas 78628

Grantee: Florence Independent School District, a political subdivision

Grantee's Mailing Address (including county): P. O. Box 489, Florence, Williamson County, Texas 76527

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a Note from Grantee herein named to Union State Bank of even date herewith in the original principal sum of TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($27,500.00), the payment of which is secured by a vendor's lien herein retained, and transferred to Union State Bank, and is additionally secured by a deed of trust of even date herewith to B. M. Beck, Trustee.

Property (including any improvements):

BEING 0.31 acre, part of Lots 2 and 3 in Block 3 of the Town of Florence according to the plat recorded in Cabinet A, Slide 214, Plat Records, and being part of the M. J. Wells Survey, Abstract No. 646, Williamson County, Texas. This property is the same property conveyed to H. E. Buchanan in Volume 319, Page 599, Deed Records of Williamson County, Texas, as claimed and used on the ground. Surveyed on the ground in April of 1995, by William F. Forest, Jr., Registered Professional Land Surveyor No. 1847, and more particularly described as follows:

BEGINNING at an iron pin found in the North line of Ledger Street, at the Southeast corner of a 0.525 acre tract conveyed to Florence Independent School District in Volume 2609, Page 336, Official Records (formerly the L. L. Ledger property described in Volume 298, Page 6, Deed Records), and at the Southwest corner of the H. E. Buchanan property;

THENCE with the East line of the Florence ISD property, N 17 degrees 09' 40" W. 174.11 feet to an iron pin found South of an existing fence;

THENCE N 71 degrees 00' E 78.5 feet to an iron pin set at the Northeast base of a fence corner post;

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Unofficial Document

THENCE along evidence of an old fence, S 17 degrees 09' 40" E 174.11 feet to a steel cotton spindle found;

THENCE with the North line of Ledger Street, S 71 degrees 00" W 78.5 feet to the POINT OF BEGINNING.

Reservations from and Exceptions to Conveyance and Warranty: Any and all restrictions, covenants, conditions, easements, mineral and royalty interest, if any, of record in Williamson County, Texas, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned county and state.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns, to warrant forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

Union State Bank at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described $27,500.00 note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Union State Bank and the same hereby TRANSFERRED AND ASSIGNED to said Union State Bank, without recourse on Grantor.

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

Unofficial Document

JOE E. BUCHANAN

DENA BUCHANAN

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 15 day of JUNE, 1995, by JOE E. BUCHANAN.

PATRICIA LEE BRUTON
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 3-17-96

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 15 day of June, 1995, by DENA BUCHANAN.

PATRICIA LEE BRUTON
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 3-17-96

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Stump, Stump & Stump
P. O. Box 286
Georgetown, Texas 78627

GF#95014100

Unofficial Document

Virginia Sherry
VIRGINIA M. SHERRY

Morris W. Sherry
MORRIS W. SHERRY

THE STATE OF TEXAS

COUNTY OF Blanco

This instrument was acknowledged before me on the 2nd day of June 1995, by VIRGINIA M. SHERRY.

Judy S Benson
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF Blanco

This instrument was acknowledged before me on the 2nd day of June, 1995, by MORRIS W. SHERRY.

Judy S Benson
Notary Public, State of Texas

Unofficial Document

EXECUTED THIS the 2ND day of JUNE, 1995.

Thelma M Whittenberg
THELMA M. WHITTENBERG

THE STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of JUNE, 1995, by THELMA M. WHITTENBERG.

ANN L. WIINIKKA
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 3/18/98

Ann L Wiinikka
Notary Public, State of Texas

Unofficial Document

Buchanan
SAMUEL P. BUCHANAN

Tanya Buchanan
TANYA P. BUCHANAN

THE STATE OF ARKANSAS
COUNTY OF Faulkner

This instrument was acknowledged before me on the 1st day of June, 1995, by SAMUEL P. BUCHANAN.

Janet Whisnant
Notary Public, State of ~~Texas~~ Arkansas

My Commission expires 7-23-00

THE STATE OF ARKANSAS
COUNTY OF Faulkner

This instrument was acknowledged before me on the 1st day of June, 1995, by TANYA P. BUCHANAN.

Janet Whisnant
Notary Public, State of ~~Texas~~ Arkansas

My Commission expires 7-23-00

Unofficial Document

Leland E. Buchanan
LELAND E. BUCHANAN

Aurelie Buchanan
AURELIE BUCHANAN

THE STATE OF TEXAS
COUNTY OF Bell

This instrument was acknowledged before me on the 1st day of June, 1995, by LELAND E. BUCHANAN.

Penny Fielder
Notary Public, State of Texas

PENNY FIELDER
MY COMMISSION EXPIRES
November 12, 1997

THE STATE OF TEXAS
COUNTY OF Bell

This instrument was acknowledged before me on the 1st day of June, 1995, by AURELIE BUCHANAN.

Penny Fielder
Notary Public, State of Texas

PENNY FIELDER
MY COMMISSION EXPIRES
November 12, 1997

Doc# : 9526944
Rec. $ 21.00
Date : 06-30-1995
Time : 09:11:35 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK

(7)
STUMP & STUMP
P. O. BOX 286
GEORGETOWN, TX 78627

Unofficial Document

Williamson County Appraisal District Information:

WCAD

Property	Owner	Property Address	Tax Year	2027 Market Value
R010643	FLORENCE ISD	103 LEDGER ST, FLORENCE, TX 76527	2027	N/A

Page: Property Details

2027 GENERAL INFORMATION

Property Status	Active
Property Type	CA
Legal Description	S3624 - Florence City Of, BLOCK 3, Lot 3(E/PT), ACRES 0.31
Neighborhood	N10PR - Single Family Conversion-florence
Account	R-10-W300-0000-3002
Map Number	1-6515,(1-6616)
Effective Acres	1.715000

2027 OWNER INFORMATION

Owner Name	FLORENCE ISD
Owner ID	
Exemptions	Exempt Property (Active 1/1/1998)
Percent Ownership	100%
Mailing Address	306 COLLEGE AVE FLORENCE, TX 76527-4062
Agent	-

2027 VALUE INFORMATION

MARKET VALUE

Improvement Homesite Value	N/
Improvement Non-Homesite Value	N/
Total Improvement Market Value	N/
Land Homesite Value	N/
Land Non-Homesite Value	N/
Land Agricultural Market Value	N/
Land Timber Market Value	N/
Total Land Market Value	N/
Total Market Value	N/

VALUE METHOD

Value Method	

ASSESSED VALUE

Total Improvement Market Value	N/
Land Homesite Value	N/
Land Non-Homesite Value	N/
Agricultural Use	N/
Timber Use	N/
Total Appraised Value	N/
Homestead Cap Loss	N/
Circuit Breaker Limit Cap Loss	
Total Assessed Value	N/

2027 ENTITIES & EXEMPTIONS

Special Exemptions EX - Exempt Property

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100
CAD- Williamson CAD		N/A	N/A	N/A
CFL- City of Florence		N/A	N/A	N/A
F07- Wmsn ESD #7		N/A	N/A	N/A
GWI- Williamson CO		N/A	N/A	N/A
RFM- Wmsn CO FM/RD		N/A	N/A	N/A
SFL- Florence ISD		N/A	N/A	N/A

2027 IMPROVEMENTS

Expand/Collapse All Improvements

Improvement #1	State Code	Homesite	Total Main Area (Exterior Measured)	Market Value
-	XV - Other Exemptions	Yes	1,236 Sq. Ft	N/A

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Main Area	1960	1,236	N/A	Expand Details
2	Open Porch	-	50	N/A	Expand Details
3	Utility Storage	-	216	N/A	Expand Details

2027 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Commercial	XV - Other Exemptions	Yes	N/A	N/A	N/A	13,504 Sq. ft
TOTALS						**13,504 Sq. ft / 0.310000 acres**

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	TIM MARKET	TIM USE	APPRAISED	HS CAP LOSS	CBL CAP LOSS	ASSESSED
2026	$35,604	$63,062	$98,666	$0	$0	$0	$0	$98,666	$0	$0	$98,66
2025	$38,066	$63,062	$101,128	$0	$0	$0	$0	$101,128	$0	$0	$101,12
2024	$38,066	$63,062	$101,128	$0	$0	$0	$0	$101,128	$0	$0	$101,12
2023	$38,737	$63,062	$101,799	$0	$0	$0	$0	$101,799	$0	$0	$101,79
2022	$34,486	$63,062	$97,548	$0	$0	$0	$0	$97,548	$0	$0	$97,54

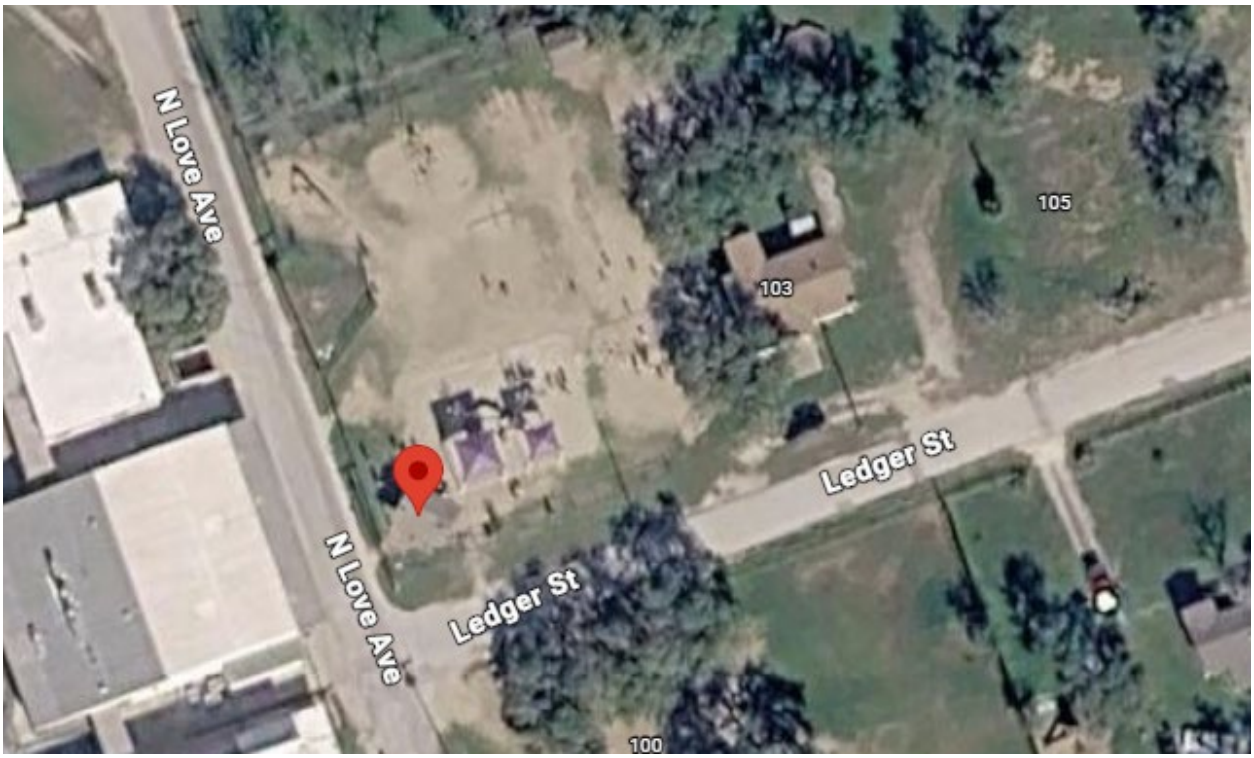
SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
6/1/1995	BUCHANAN HIRAM E ESTATE	FLORENCE ISD	9526944	
4/17/1992	BUCHANAN, HIRAM E	BUCHANAN HIRAM E ESTATE	-	OBITUARY/RESEARCH

Exhibit A-2 to Bid Package
Property Descriptions – Property #2

Property #2 – Parcel R010644 located at **101 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 0.525 of an acre, more or less, and being the same tract conveyed to Florence Independent School District, a political subdivision, and located in Volume 2609, Page 0336, Deed of Records of Williamson County, Texas.

Google Image of Location:



VOL. 2609 PAGE 0336

47270

WARRANTY DEED

Date: September 20th, 1994

Grantor: Louis E. Caskey and wife, Evelyn E. Caskey

Grantor's Mailing Address (including county): 1411 Hutto Road, Georgetown, Williamson County, Texas

Grantee: Florence Independent School District

Grantee's Mailing Address (including county): P. O. Box 489, Florence, Williamson County, Texas 76527

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, for which no lien either expressed or implied is herein retained

Property (including any improvements):

BEING all that certain lot, tract or parcel of land, lying and being situated in the City of Florence, Williamson County, Texas, being out of and a part of the M. J. Wells Survey, Abstract No. 646, and more particularly described as follows:

BEGINNING at the Southwest corner of a tract of land conveyed to J. F. Atkinson by J. K. Griggs, et ux., by Deed dated December 1, 1915, recorded in Volume 156, Page 590, Deed REcords, Williamson County, Texas, for the Southwest corner hereof;

THENCE N 19 W with the West line of said tract, 178.8 feet for the Northwest corner hereof;

THENCE N 71 E, 128 feet for the Northeast corner hereof;

THENCE S 19 E, 178.8 feet for the Southeast corner of this lot;

THENCE S 71 W, 128 feet to the PLACE OF BEGINNING, containing .525 of an acre, more or less, and being the same tract conveyed to E. W. Boggs, et ux., Jeffie Boggs, by Deed dated September 26, 1958, recorded in Volume 425, Page 453, Deed Records, Williamson County, Texas.

Reservations from and Exceptions to Conveyance and Warranty: Any and all other restrictions, covenants, conditions, easements, mineral and royalty interest, if any, of record in Williamson County, Texas, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Official Document

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty set forth above.

Grantee agrees to pay all Real Property Taxes for 1994.

EXECUTED THIS the 20th day of September, 1994.

Louis E. Caskey
LOUIS E. CASKEY

Evelyn E. Caskey
EVELYN E. CASKEY

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 20th day of September, 1994, by LOUIS E. CASKEY and EVELYN E. CASKEY.

WILLIAM R. STUMP
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 3-31-97

William R Stump
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

STUMP, STUMP & STUMP
P. O. BOX 286
GEORGETOWN, TEXAS 78627

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
This is to certify that this instrument was FILED and RECORDED in the Official Public Records of Williamson County, Texas on the date and time stamped thereon.

Glenn Boyett
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TX.
1994 SEP 21 PM 4:45

Glenn Boyett
COUNTY CLERK

Official Document

Williamson County Appraisal District Information:

WCAD

Property	Owner	Property Address	Tax Year	2027 Market Value
R010644	FLORENCE ISD	101 LEDGER ST, FLORENCE, TX 76527	2027	N/A

Page: Property Details

2027 GENERAL INFORMATION

Property Status	Active
Property Type	Land
Legal Description	S3624 - Florence City Of, BLOCK 3, Lot 4, 3(W pt), ACRES 0.525, (PARK)
Neighborhood	N10 - Florence Vacant
Account	R-10-W300-0000-3003
Map Number	1-6515,(1-6616)
Effective Acres	1.715000

2027 OWNER INFORMATION

Owner Name	FLORENCE ISD
Owner ID	
Exemptions	Exempt Property (Active 1/1/1994)
Percent Ownership	100%
Mailing Address	306 COLLEGE AVE FLORENCE, TX 76527-4062
Agent	-

2027 VALUE INFORMATION

MARKET VALUE

Improvement Homesite Value	N/
Improvement Non-Homesite Value	N/
Total Improvement Market Value	N/
Land Homesite Value	N/
Land Non-Homesite Value	N/
Land Agricultural Market Value	N/
Land Timber Market Value	N/
Total Land Market Value	N/
Total Market Value	N/

VALUE METHOD

Value Method	

ASSESSED VALUE

Total Improvement Market Value	N/
Land Homesite Value	N/
Land Non-Homesite Value	N/
Agricultural Use	N/
Timber Use	N/
Total Appraised Value	N/
Homestead Cap Loss	N/
Circuit Breaker Limit Cap Loss	
Total Assessed Value	N/

2027 ENTITIES & EXEMPTIONS

Special Exemptions EX - Exempt Property

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100
CAD- Williamson CAD		N/A	N/A	N/A
CFL- City of Florence		N/A	N/A	N/A
F07- Wmsn ESD #7		N/A	N/A	N/A
GWI- Williamson CO		N/A	N/A	N/A
RFM- Wmsn CO FM/RD		N/A	N/A	N/A
SFL- Florence ISD		N/A	N/A	N/A

2027 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Vacant Land	XV - Other Exemptions	No	N/A	N/A	N/A	22,869 Sq. ft
TOTALS						**22,869 Sq. ft / 0.525000 acres**

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	TIM MARKET	TIM USE	APPRAISED	HS CAP LOSS	CBL CAP LOSS	ASSESSED
2026	$0	$106,798	$106,798	$0	$0	$0	$0	$106,798	$0	$0	$106,79
2025	$0	$106,798	$106,798	$0	$0	$0	$0	$106,798	$0	$0	$106,79
2024	$0	$106,798	$106,798	$0	$0	$0	$0	$106,798	$0	$0	$106,79
2023	$0	$106,798	$106,798	$0	$0	$0	$0	$106,798	$0	$0	$106,79
2022	$0	$106,798	$106,798	$0	$0	$0	$0	$106,798	$0	$0	$106,79

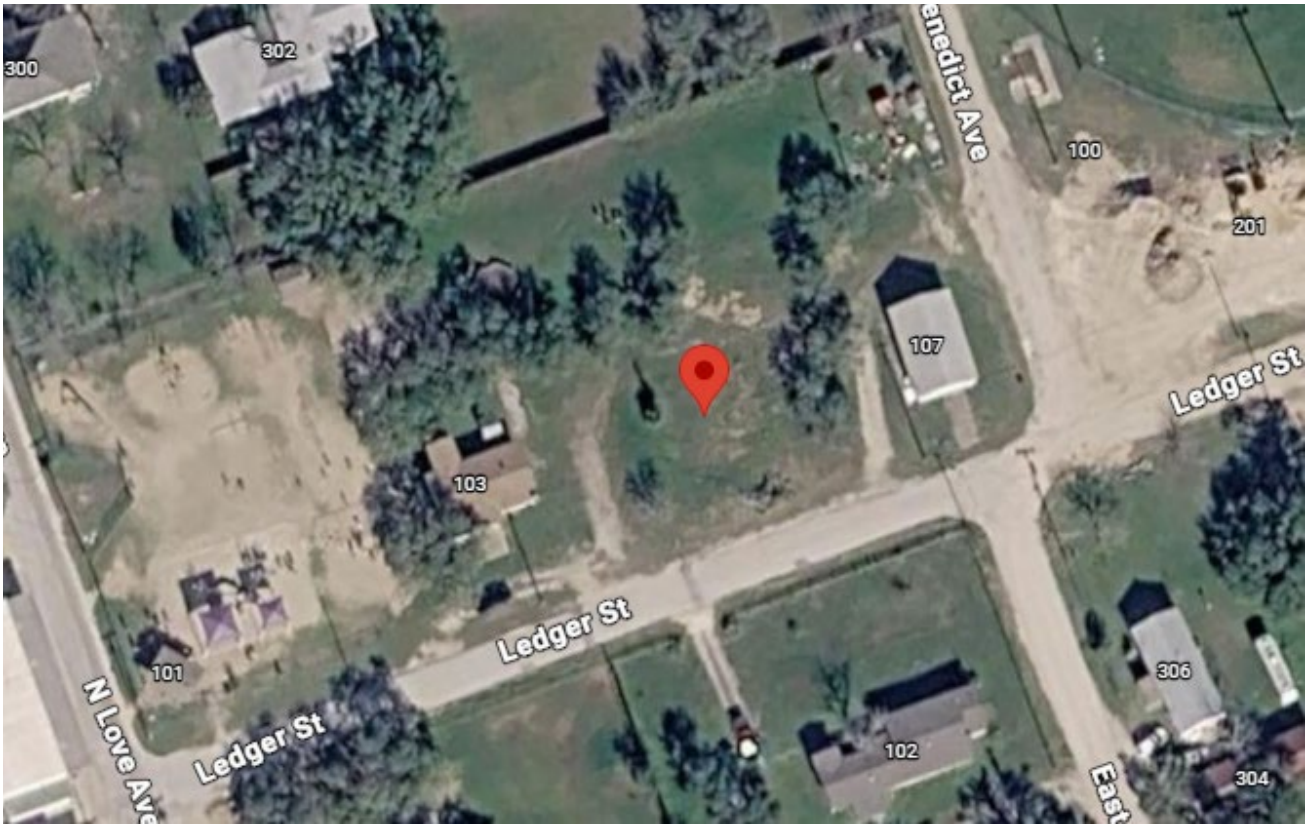
SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
9/20/1994	CASKEY, LOUIE E & EVELYN E	FLORENCE ISD	-	2609/0336
	CASKEY, LOUIE E & EVELYN E	CASKEY, LOUIE E & EVELYN E	-	

Exhibit A to Bid Package
Property Descriptions - Property #3

Property #3 – Parcel R010642 located at **105 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 7/8 acre of land, more or less, and being the same tract conveyed to Florence Independent School District, a political subdivision, and located in Instrument No. 9659305, Deed of Records of Williamson County, Texas.

Google Image for Reference



Deed Record

DOC# 9659305

WARRANTY DEED

Date: November 6, 1996

Grantor: BEATRICE BRAATEN, a feme sole

Grantor's Mailing Address (including county): Post Office Box 456, Florence, Williamson County, Texas 76527

Grantee: FLORENCE INDEPENDENT SCHOOL DISTRICT

Grantee's Mailing Address (including county): Post Office Box 489, Florence, Williamson County, Texas 76527

Consideration: FORTY-EIGHT THOUSAND AND NO/100 DOLLARS ($48,000.00)

TEN AND NO/100 DOLLARS (10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and for which no liens, expressed or implied, are herein retained.

Property (including any improvements): BEING all that certain lot or parcel of land lying and being situated in Williamson County, Texas, and being out of and a part of the M. J. Wells Survey, Abstract No. 646, and situated in the Town of Florence, Texas, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty: None

Any and all restrictions, covenants, conditions, easements, mineral and royalty interest, if any, of record in Williamson County, Texas, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect relating to the hereinabove described property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Unofficial Document

lawfully claim or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

BEATRICE BRAATEN

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 6th day of November, 1996, by BEATRICE BRAATEN.

DEBRA GRAY
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 5-18-97

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Longhorn Title Company, Inc.
801 Main Street
Georgetown, Texas 78626
GF#: 96016696

File No. 96-236

Unofficial Document

BEING all that certain lot or parcel of land lying and being situated in Williamson County, Texas, and being out of and a part of the M. J. Wells Survey, Abstract No. 646, and situated in the Town of Florence, Texas, and more particularly described as follows:

BEGINNING 71-1/2 yards East of the SE corner of a lot deeded by S. W. Caskey to the Board of Trustees of Florence College;

THENCE, E 71-1/2 yards to a stone for corner;

THENCE, N 59-1/5 yards to a stone for corner;

THENCE, W 71-1/2 yards;

THENCE, S 59-1/5 yards to the PLACE OF BEGINNING, and being the East one-half of a tract of land conveyed to J.K. Griggs by John Rutledge, et al, as recorded in Volume 173, Page 358, Deed Records of Williamson County, Texas, and containing 7/8 acre of land, more or less, and being the same land conveyed to Beatrice Braaten by James H. Nicker, et ux, in Deed dated June 2, 1980, recorded in Volume 802, Page 330, Deed Records of Williamson County, Texas.

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

EXHIBIT A

Doc# **9659305**
Pages: 3
Date : 11-07-1996
Time : 03:27:57 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. $ 13.00

RETURN TO
Longhorn Title Co., Inc.

Unofficial Document

Williamson County Appraisal District Information:

WCAD

Property	Owner	Property Address	Tax Year	2027 Market Value
R010642	FLORENCE ISD	105 LEDGER ST, FLORENCE, TX 76527	2027	N/A

Page: Property Details

2027 GENERAL INFORMATION

Property Status	Active
Property Type	Land
Legal Description	S3624 - Florence City Of, BLOCK 3, Lot 1-2, ACRES 0.88
Neighborhood	F301D30I - FLORENCE ISD CITY
Account	R-10-W300-0000-3001
Map Number	1-6515,(1-6616)
Effective Acres	1.715000

2027 OWNER INFORMATION

Owner Name	FLORENCE ISD
Owner ID	
Exemptions	Exempt Property (Active 1/1/1998)
Percent Ownership	100%
Mailing Address	306 COLLEGE AVE FLORENCE, TX 76527-4062
Agent	-

2027 VALUE INFORMATION

MARKET VALUE

Improvement Homesite Value	N/
Improvement Non-Homesite Value	N/
Total Improvement Market Value	N/
Land Homesite Value	N/
Land Non-Homesite Value	N/
Land Agricultural Market Value	N/
Land Timber Market Value	N/
Total Land Market Value	N/
Total Market Value	N/

VALUE METHOD

Value Method	

ASSESSED VALUE

Total Improvement Market Value	N/
Land Homesite Value	N/
Land Non-Homesite Value	N/
Agricultural Use	N/
Timber Use	N/
Total Appraised Value	N/
Homestead Cap Loss	N/
Circuit Breaker Limit Cap Loss	
Total Assessed Value	N/

2027 ENTITIES & EXEMPTIONS

Special Exemptions EX - Exempt Property

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100
CAD- Williamson CAD		N/A	N/A	N/A
CFL- City of Florence		N/A	N/A	N/A
F07- Wmsn ESD #7		N/A	N/A	N/A
GWI- Williamson CO		N/A	N/A	N/A
RFM- Wmsn CO FM/RD		N/A	N/A	N/A
SFL- Florence ISD		N/A	N/A	N/A

2027 IMPROVEMENTS

Expand/Collapse All Improvements

Improvement #1	State Code	Homesite	Total Main Area (Exterior Measured)	Market Value
-	XV - Other Exemptions	Yes	-	N/A

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Detached Garage	2017	950	N/A	Expand Details

2027 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Residential	XV - Other Exemptions	Yes	N/A	N/A	N/A	38,333 Sq. ft
TOTALS						**38,333 Sq. ft / 0.880000 acres**

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	TIM MARKET	TIM USE	APPRAISED	HS CAP LOSS	CBL CAP LOSS	ASSESSED
2026	$25,394	$179,014	$204,408	$0	$0	$0	$0	$204,408	$0	$0	$204,40
2025	$32,832	$179,014	$211,846	$0	$0	$0	$0	$211,846	$0	$0	$211,84
2024	$32,576	$179,014	$211,590	$0	$0	$0	$0	$211,590	$0	$0	$211,59
2023	$32,319	$179,014	$211,333	$0	$0	$0	$0	$211,333	$0	$0	$211,33
2022	$0	$179,014	$179,014	$0	$0	$0	$0	$179,014	$0	$0	$179,01

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
11/6/1996	BRAATEN, BEATRICE	FLORENCE ISD	9659305	
6/2/1980	BRAATEN, BEATRICE	BRAATEN, BEATRICE	-	802/330

Exhibit B to Bid Package

REAL ESTATE PURCHASE AND SALES CONTRACT

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

SELLER: **BOARD OF TRUSTEES OF THE FLORENCE INDEPENDENT SCHOOL DISTRICT**
306 College Avenue
Florence, Texas 76527
Phone: (254) 793-2850
Point of Contact: Superintendent Rick Kirkpatrick at rkirkpatrick@florenceisd.net

Type of Entity: A political subdivision and independent school district of the State of Texas

Seller's Attorney: Walsh Gallegos Kyle Robinson & De Los Santos, P.C.
Attn: Kelley Kalchthaler & Amanda Moore
505 E. Huntland Drive, Suite 600, Austin, Texas 78752 (physical)
P. O. Box 2156, Austin, Texas 78768-2156 (mailing)
T: (512) 454-6864
Fax: (512) 467-9318
Email: kkalchthaler@wabsa.com and amoore@wabsa.com

BUYER: *EXHIBIT ONLY – NOT FOR EXECUTION*

Address: _____

Type of Entity: _____

Buyer's Attorney: *EXHIBIT ONLY – NOT FOR EXECUTION*

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

Title Company: **MONTEITH ABSTRACT & TITLE COMPANY, INC.**
Address: 213 Mill Creek Dr Suite 140
Salado, TX 76571
Phone: (254) 947-3922

Purchase Price: The purchase price for the Property shall be the amount set forth in the Buyer's Bid, to be paid in cash or cash equivalent at the Closing. Buyer's Bid is attached as **Exhibit D**. The purchase price is: *[EXHIBIT ONLY – NOT FOR EXECUTION UNTIL AFTER BOARD ACTION].*

Earnest Money: The amount of the Earnest Money is : *[EXHIBIT ONLY – NOT FOR EXECUTION UNTIL AFTER BOARD ACTION]. (NOTE: It is FIVE HUNDRED AND NO/100 ($500.00) per property).*

Independent Consideration: One Hundred and No/100 Dollars ($100.00) of the Earnest Money shall be independent consideration ("Independent Consideration") for the option and right to terminate this Contract granted to Buyer in **Section G (3)** herein, which Independent Consideration shall be non-refundable to Buyer, and shall be applied to the Total Sales Price at Closing.

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

A. Deadlines and Other Dates

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

1. Earnest Money Deadline: Earnest Money must be tendered with the Buyer's Bid for the Property, and must be in the amount and form set forth above and in the Bid Package. The Earnest Money deposit of the bidder approved by the Board of Trustees shall be tendered to the Title Company within five (5) business days after the Effective Date.

2. Delivery of Title Commitment: Thirty (30) days after the Effective Date.

3. Delivery of Survey: Thirty (30) days after the Effective Date.

4. Delivery of UCC Search: Not applicable.

5. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Within seven (7) days after the Effective Date.

6. Delivery of Title Objections: Five (5) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.

7. Delivery of Seller's Records specified in Exhibit C: Ten (10) days after the Effective Date.

8. End of Inspection Period: Forty-Five (45) days after the Effective Date.

9. Closing Date: Sixty (60) days after the Effective Date or earlier if agreed to by the parties.

10. Closing Time: 3:00 p.m. unless otherwise agreed by Seller and Buyer.

B. Closing Documents

1. At closing, Seller will deliver the following items:

Special Warranty Deed in the form set forth in the Bid Package.
Lien release, if any, as required by paragraph K (2)(d).

2. At closing, Buyer will deliver the following items:

Purchase Price.
Evidence of Buyer's authority to consummate this transaction.
Deceptive Trade Practices Act waiver.
Lien release, if any, as required by paragraph K (2)(d).

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

C. Exhibits

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

Exhibit A – Description of the Property
Exhibit B – Representations; As Is, Where Is; Environmental Matters
Exhibit C – Seller's Records
Exhibit D – Buyer's Bid
Exhibit E – Form of Deed

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The Form of Deed in Exhibit E will be used to convey the Property.

E. Interest on Earnest Money

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

F. Title and Survey

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

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

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

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

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

G. Inspection Period

1. ***Review of Seller's Records.*** Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in section A.7.

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

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

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

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

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

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

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

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

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

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

b. ***Release.*** **BUYER RELEASES SELLER AND THOSE PERSONS ACTING ON SELLER'S BEHALF FROM ALL CLAIMS AND CAUSES OF ACTION (INCLUDING CLAIMS FOR ATTORNEY'S FEES AND COURT AND OTHER COSTS) RESULTING FROM BUYER'S INVESTIGATION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART AS A RESULT OF SELLER'S NEGLIGENCE.**

H. Representations

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

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

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

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

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

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

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

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

J. Termination

1. ***Disposition of Earnest Money after Termination***. Buyer and Seller agree that, except in the case of Seller's default, if this contract is terminated by either party prior to closing, Buyer shall not be entitled to the Earnest Money. Buyer hereby authorizes the Title Company to deliver the Earnest Money to Seller upon receipt by Title Company of written notice from Seller that the contract is terminated.

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

K. Closing

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

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

b. ***Payment of Purchase Price.*** Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. If the Purchase Price is paid in cash, the Earnest Money will be applied to the Purchase Price. If the Purchase Price is paid by an exchange of other real property, the Earnest Money will be paid to Buyer.

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

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

2. ***Transaction Costs***

a. ***Seller's Costs.*** Seller will pay the basic charge for the Title Policy; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to deliver copies of the instruments described in section A.5; and Seller's expenses and attorney's fees.

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

c. ***Ad Valorem Taxes.*** Seller represents that it is entitled to an exemption from ad valorem taxes during the time it owned the Property. If this sale or Buyer's use of the Property results in the assessment of any ad valorem taxes for the Property for the calendar year of closing, all such taxes and any associated costs will be paid by the Buyer. Buyer shall be responsible for notifying all taxing units having jurisdiction over the Property of the change of ownership, and Buyer shall be responsible for any and all taxes, late fees or penalties assessed against the Property by reason of Buyer's failure to so note the change of ownership. Seller will, upon request, provide to Buyer proof of Seller's ownership of the Property prior to the date of closing, and will assist Buyer in demonstrating Seller's exemption from ad valorem taxes.

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

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

L. Default and Remedies

1. ***Seller's Default.*** If Seller fails to perform any of its material obligations under this contract or if any of Seller's material representations are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may as its sole and exclusive remedy terminate this contract by giving notice to Seller on or before the Closing Date and have the Earnest Money, less One Hundred and No/100 ($100.00) as described above, paid to Buyer.

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

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

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

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

M. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

N. ***Execution.*** This agreement is entered into by and between the undersigned parties, and shall be effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer.

SELLER:
BOARD OF TRUSTEES OF THE FLORENCE INDEPENDENT SCHOOL DISTRICT

By:_____
Rick Kirkpatrick, Superintendent of Schools

Date:_____

BUYER:
[EXHIBIT ONLY – NOT FOR EXECUTION]

_____

By: ***[EXHIBIT ONLY – NOT FOR EXECUTION]***

_____

Date:_____

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

MONTEITH ABSTRACT & TITLE COMPANY
213 Mill Creek Dr Suite 140
Salado, TX 76571

By:_____

Name: _____
Title_____
Date_____

Exhibit A to Real Estate Purchase and Sales Contract
Description of the Property

[TO BE FINALIZED PRIOR TO EXECUTION – Sample Description Below Will Be Updated Based on Bid(s)]

1. **Property #1** – Parcel R010643 located at **103 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 0.31 acre, more or less, part of Lots 2 and 3 in Block 3 of the Town of Florence according to the plat recorded in Cabinet A, Slide 214, Plat Records, and being part of the M.J. Wells Survey, Abstract No. 646, Williamson County, Texas. This property is the same property conveyed to Florence Independent School District, a political subdivision, and located in Instrument No. 9526944, Deed of Records of Williamson County Texas.

2. **Property #2** – Parcel R010644 located at **101 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 0.525 of an acre, more or less, and being the same tract conveyed to Florence Independent School District, a political subdivision, and located in Volume 2609, Page 0336, Deed of Records of Williamson County, Texas.

3. **Property #3** – Parcel R010642 located at **105 Ledger Street, Florence, Texas 76527**, more fully described as being all that certain tract or parcel, containing 7/8 acre of land, more or less, and being the same tract conveyed to Florence Independent School District, a political subdivision, and located in Instrument No. 9659305, Deed of Records of Williamson County, Texas

(referred to herein as the "Property").

Exhibit B to Real Estate Purchase and Sales Contract
Representations; As Is, Where Is; Environmental Matters

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

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

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

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

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

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

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

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

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

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

B. Buyer's Representations to Seller

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

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

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

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

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

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

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

Buyer further represents and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no

representations as to the accuracy or completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further represents and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "as is" condition and basis with all faults. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the Property is sold by Seller and purchased by Buyer subject to the foregoing.

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

D. ENVIRONMENTAL MATTERS

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

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

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

Exhibit C to Real Estate Purchase and Sales Contract
Seller's Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.7:

Land

Environmental Reports (if any)

Prior Surveys (if any)

Exhibit D to Real Estate Purchase and Sales Contract
Buyer's Bid

[Winning Bid(s) to be unserted after bid(s) are accepted by Board of Trustees]

Exhibit E to Real Estate Purchase and Sales Contract

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

SPECIAL WARRANTY DEED

Date: _____

GRANTOR: **BOARD OF TRUSTEES OF THE FLORENCE INDEPENDENT SCHOOL DISTRICT**

Grantor's Mailing Address: 306 College Avenue
Florence, Texas 76527

GRANTEE: *EXHIBIT ONLY*

Grantee's Mailing Address: _____

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

Property (including improvements): The surface rights only for the property described as: *[Insert Legal Descriptions for each Property]*

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Williamson County water or utility district; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT

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

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the Consideration and subject to the Reservations From Conveyance and Exceptions to and Warranty, GRANTS, SELLS, ASSIGNS and CONVEYS to Grantee the Property (together with all and singular the rights and appurtenances thereto, including any right, title, and interest of Grantor in and to adjacent streets, alleys, waterways, and rights of way, and any authorizations, licenses, permits, possessory rights, and rights of use pertaining in any way to the Property or any portion thereof, including any improvements), TO HAVE AND HOLD IT to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty.

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

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

BOARD OF TRUSTEES OF THE FLORENCE INDEPENDENT SCHOOL DISTRICT

By: *EXHIBIT ONLY - NOT FOR SIGNATURE*
Ed Navarette, Board President
Florence Independent School District

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

BEFORE ME, a Notary Public, on this day personally appeared **ED NAVARETTE** known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated he is the President of the Board of Trustees of the Florence Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on _____, 2026; and acknowledged that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

EXHIBIT ONLY - NOT FOR SIGNATURE
NOTARY PUBLIC, STATE OF TEXAS

Return to Grantee's Address:
[To be inserted]