

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into by and between and **Deer Park Independent School District**, a public independent school district and political subdivision of the State of Texas, ("Seller") and the **City of Deer Park, Texas**, a municipality and political subdivision of the State of Texas, ("Buyer") as of the Effective Date, hereinafter defined. Seller and Buyer shall be referred to herein individually as "Party" and collectively as "Parties." The Board of Trustees of the Seller ("Board") declared the Property (as hereinafter defined) as surplus at its meeting on December 17, 2018. This sale is made pursuant to Section 272.001(b)(5) of the Texas Local Government Code.

ARTICLE I AGREEMENT OF PURCHASE AND SALE

1.1 The Property. Upon the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer and Buyer hereby agrees to buy and take from Seller a tract of unimproved land containing approximately 6.19 acres, as more particularly described on the attached Exhibit A ("Property"). Notwithstanding the foregoing, the final legal description of the Property to be attached to the Deed (as hereinafter defined) will be obtained from the Survey (as hereinafter defined). The Property will be conveyed to the Buyer on the Closing Date (as defined in Section 9.1) by Seller to Buyer in fee simple with good and indefeasible title, free and clear of all encroachments, liens, encumbrances, covenants, conditions, restrictions, and other matters affecting title, except for Permitted Exceptions.

1.2 Effective Date. The effective date of this Agreement shall be the date a fully executed copy of this Agreement has been deposited with and receipted by the Title Company ("Effective Date"). As used herein, the term "Title Company" means Stewart Title Guaranty Company, 1980 Post Oak Blvd., Suite 610, Houston, Texas 77056; Deborah Maduzia, Commercial Escrow Officer, 713) 232-4380, Deborah.Maduzia@stewart.com.

1.3 "As Is" Conveyance. Except for the warranty of title as set forth herein and in the Deed and except for any representations contained in this Agreement, the Seller is conveying the Property to the Buyer in its current condition with any and all defects.

ARTICLE II PURCHASE PRICE

2.1 The Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Property is Six Hundred Seventy-Five Thousand and NO/100 Dollars (\$ 675,000.00), which is the fair market value determined by the appraisal prepared by R.C. Chuoke & Associates dated November 15, 2018. The Purchase Price, plus or minus any adjustments set forth herein, shall be payable to Seller on the Closing Date through the Title Company in cash or by wire transfer of funds.

ARTICLE III TITLE AND SURVEY

3.1 Title Company; Title Commitment.

a. Within three (3) days after the Buyer and Seller have executed this Agreement, Buyer and Seller will deposit a copy of the executed Agreement with the Title Company.

b. Within seven (7) days following the Effective Date of the Agreement or as reasonably soon as possible thereafter, the Title Company will issue a title commitment for the Property to be underwritten by Stewart Title Guaranty Company ("Title Commitment"), together with correct and legible copies of all instruments relating to the Property and those referred to in the Title Commitment as conditions or exceptions to title to the Property, including, without limitation, copies of the vesting deed, liens, easements, and recorded plats. The Title Commitment shall contain the express commitment of the Title Company to issue the Title Policy, as defined below, to Buyer in the amount of the Purchase Price.

3.2 Title Policy. At Closing or shortly thereafter, at Buyer's expense, the Title Company will issue the Title Policy underwritten by Stewart Title Guaranty Company. The Title Policy shall be issued by the Title Company in the amount of the Purchase Price and shall insure good and indefeasible fee simple title to the Property in Buyer subject only to those exceptions to title to which the Buyer fails to object or otherwise waives ("Permitted Exceptions"). Notwithstanding the foregoing, no matter on Schedule C of the Title Commitment shall be considered a Permitted Exceptions and on or before Closing, all matters on Schedule C must be resolved by inapplicability, affidavit, release, satisfaction of condition, or otherwise.

3.3 Survey. The Buyer has obtained a boundary survey dated February 19, 2019 ("Survey") prepared by Larry J. Tew, R.P.L.S. No. 5125 ("Surveyor"). The Survey shall be delivered to the Buyer, Seller, and Title Company. The Survey shall satisfy the following conditions: (i) show the location of all improvements, highways, streets, roads, fences, easements, and rights-of-way on or adjacent to the Property; (ii) show all visible discrepancies, conflicts, or encroachments; (iii) show the zone designation of any area shown as being within a Special Flood Hazard Area according to current Federal Emergency Management Agency Maps which make up a part of the National Flood Insurance Administration Report; (iv) be a true, correct, and accurate representation of the Property; (v) set forth the number of total acres and square feet comprising the Property, together with a metes and bounds description thereof; (vi) reference the Title Commitment and note whether the Schedule B exceptions do or do not apply to the Property; (vii) include references to the recording information applicable to the documents creating all easements or rights-of-way, including the county in which such information is recorded; and (viii) contain a certification to Buyer, Seller, and Title Company reasonably satisfactory to Buyer, Seller, and the Title Company; and (ix) in general, comply with the Texas Society of Professional Surveyors requirements for a Category 1A Condition II or Condition III, as applicable, survey. Buyer and Seller shall have the right to object to the Survey, including, but not limited to, the boundaries and configuration of the Property shown thereon.

3.4 Review of the Survey and Title Commitment by Buyer. Buyer shall have fifteen (15) days following receipt of both the Survey and the Title Commitment (including all legible copies of the title documents referred to in this Article 3) ("Title Objection Period") to review such items and to deliver in writing such objections as Buyer may have to anything contained or set forth in the Survey or in the Title Commitment (collectively, the "Title Objections"). Any such items to which Buyer does not object within such fifteen (15) day period, or any extension thereof agreed to by the Parties, shall be deemed to be Permitted Exceptions. Notwithstanding the foregoing, Buyer may, but need not list as Title Objections any matter listed on Schedule C of the Title Commitment, including, without limitation, any mortgage, deed of trust, or other lien affecting the Property ("Monetary Liens"). All of the Schedule C matters and Monetary Liens shall be considered Title Objections and Seller agrees to remove or satisfy any Monetary Liens prior to Closing

3.5 Seller's Opportunity to Cure Buyer's Objections to Title Commitment and/or Survey. If Buyer delivers written notice of any Title Objections to Seller in accordance with Section 3.4 hereof, then Seller shall have a period of ten (10) days in which Seller may undertake to eliminate or satisfy the Title Objections to the satisfaction of Buyer. If Seller is unable or unwilling to cure any objections to the Title Objections, Seller shall deliver Buyer written notice thereof ("Title Notice") and Buyer may either (a) provide written notice that it waives its Title Objections and accepts title to the Property subject to the exceptions (except for those listed in Schedule C of the Title Commitment, which shall not be waived or deemed to be waived); or (b) terminate this Agreement. Buyer shall have until the conclusion of the Inspection Period, as hereinafter defined, in which to make such election. In the event this Agreement is terminated by Buyer pursuant to this Section 3.5(b), except for any obligations that survive termination under this Agreement, neither Party hereto shall have any further obligation or liability under this Agreement to the other Party.

ARTICLE IV PROPERTY INSPECTION – DUE DILIGENCE

4.1 Buyer's Investigation, Inspection of the Property.

a. Right of Entry. Upon the Execution Date, Seller hereby grants Buyer and any agents or designated representatives of Buyer the continual right to access and enter the Property for purposes of its inspection and due diligence, including, without limitation, obtaining the Survey, and conducting soil tests, environmental and engineering studies, asbestos inspections, antiquities studies, and any such other tests and studies as Buyer deems necessary to determine the suitability of the Property for Buyer's purposes.

b. Inspection Period. Buyer shall 5:00 p.m. local time on the date that is forty-five (45) days from the Effective Date ("Inspection Period") to inspect the Property and consider purchase of the Property for its purposes.

c. Inspection and Restoration Obligations. Notwithstanding anything contained in this Agreement, the Buyer shall not conduct any tests and inspections that require soil penetrations, subsurface work, or similar disturbance of the Property without

the prior written consent of the Seller. All tests and inspections shall be conducted in a good and workmanlike manner and in conformity with all applicable governmental and industry standards. The Buyer assumes any and all liability with respect to the inspections and tests, including, without limitation, the obligation to pay contractors and consultants who perform such inspections, and releases the Seller from all claims, losses, and liabilities. The Buyer covenants that it will not permit any liens to attach to the Property and shall be liable for the release of any liens that attach to the Property due to Buyer or Buyer's contractors and consultants entry onto the Property or the conducting of any tests or inspections on the Property. The liabilities of the Buyer with respect to release of liens and the obligation of the Buyer to restore the Property survive termination of this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

5.1 Buyer represents, warrants, covenants and agrees with Seller that as of the Execution Date and as of the Closing Date, subject to the conditions for Closing as set forth in Article VI, Buyer has and shall have the full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller represents, warrants, covenants and agrees with Buyer that as of the Execution Date and as of the Closing Date that (i) Seller has and shall have the full right, power, and authority to convey the Property to Buyer as provided in this Contract and to carry out its obligations hereunder (subject to adoption by the Board of the resolution and order to sell the Property); (ii) all required action by the Seller to enter into this Contract and to carry out its obligations hereunder has been, or upon Closing will have been, taken; and (iii) that no person, firm, or entity other than Seller has any ownership rights, including any future interest, in the Property, or has any right to possess or occupy the Property, or any part thereof.

ARTICLE VII CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

7.1 Buyer shall not be obligated to perform under this Agreement unless all of the following shall have occurred:

a. Title. Seller shall have good, indefeasible, and insurable fee simple title in and to the Property, shall have terminated any existing leases, and has caused any parties in possession to have vacated the Property. Title to the Property shall be subject only to the Permitted Exceptions as provided in this Agreement.

b. Closing Documents. Seller shall have provided to Buyer at Closing, each of the documents required pursuant to Section 9.2(a) hereof, in form and content mutually satisfactory to Buyer and Seller.

c. Seller's Warranties, Representations and Covenants. Each of Seller's warranties and representations set forth in Article V hereof are true and correct as of the Closing Date.

d. No Condemnation. On the Closing Date, no portion of the Property shall have been condemned or sold under threat of condemnation (except as to Buyer), or is subject to any proceedings for condemnation. Notwithstanding the foregoing, in the event that the Seller receives notice that a part of the Property is to be condemned, the Buyer, at its sole option, may elect to proceed to Closing on the remainder of the Property for the Purchase Price and participate in the condemnation proceeding and receive the full condemnation award for the part taken.

7.2 In the event that Buyer delivers written notice to Seller within the Inspection Period that Buyer desires to terminate this Agreement for any reason, the Title Company shall immediately deliver to Buyer the Earnest Money with any interest accrued thereon, deliver the Contract Consideration to the Seller, this Agreement shall terminate, and neither Party hereto shall have any further obligation or liability under this Agreement to the other Party.

ARTICLE VIII CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

8.1 Seller shall not be obligated to perform under this Agreement unless:

a. Closing Documents. Buyer shall have executed at or prior to Closing, each of the documents required pursuant to Section 9.2(b) hereof, in form and content as set forth herein;

b. Payment of Purchase Price. Buyer shall have delivered to the Title Company the Purchase Price, as adjusted under the terms of this Agreement; and

ARTICLE IX CLOSING

9.1 Date and Place of Closing. The Closing shall occur on or before March 19, 2019 (“Closing Date”) in the offices of the Title Company, at such other place as Seller and Buyer may mutually agree, or electronically if either Party elects to do so.

9.2 Items to be Delivered at the Closing.

a. Seller. At the Closing, Seller shall deliver to Buyer or its assignees, the following items:

- i. a special warranty deed, in form substantially similar to the attached hereto as Exhibit B (“Deed”), duly executed and acknowledged by Seller;
- ii. an affidavit of possession in the form provided by the Title Company executed and sworn to by Seller;

Exhibit A to Purchase and Sale Agreement

- iii. releases for any mortgagees, deeds of trust or other liens arising by, through or under Seller encumbering the Property;
- iv. a bills paid affidavit in the form agreed upon between Seller and the Title Company verifying that there are no unpaid bills or claims for labor performed or materials furnished to the Property prior to the Closing Date, other than any such bills or claims for which the Title Company is retaining funds from Seller in escrow to pay;
- v. a closing statement setting forth the Purchase Price and all closing credits and adjustments expressly provided for in this Agreement ("Closing Statement") executed by Seller;
- vi. copies of tax certificates representing that all taxes on the Property for the year in which the Closing occurs have been paid; and
- vii. any other documents required by the Title Company to close the transaction in accordance with this Agreement.

b. Buyer. At the Closing, Buyer shall deliver to the Title Company each of the following items:

- i. the total Purchase Price, less any credits and/or any adjustments as provided herein;
- ii. the counterpart of the Deed, duly executed and acknowledged by Seller;
- iii. the counterpart of the Closing Statement executed by the Buyer;
- iv. any other documents required by the Title Company to close the transaction in accordance with this Agreement.

9.3 Adjustments at Closing. All normal and customarily pro-ratable items shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to the Closing Date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the pro-rations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer.

9.4 Property Taxes. Buyer and Seller each represent that they are political subdivisions of the State of Texas and are exempt from ad valorem taxes.

9.5 Possession and Closing. Possession of the Property shall be delivered to Buyer by Seller at the Closing.

9.6 Costs of Closing.

- a. Seller agrees to pay:
 - i. one-half of any escrow fees charged by the Title Company (in an amount not to exceed \$250.00);
 - ii. the charge for tax certificates; and
 - iii. all charges for the procurement, preparation, and recording of any releases, waivers, or other instruments required to clear Monetary Liens in accordance with the provisions hereof.
- b. Buyer agrees to pay:
 - i. the basic premium for issuance of the Title Policy and any endorsements to the Title Policy, if elected by the Buyer;
 - ii. the cost of the Survey;
 - iii. one-half of the escrow fees charged by the Title Company (in an amount not to exceed \$250.00);
 - iv. the cost of any tests or inspections performed on the Property; and
 - v. fee for recording the deed charged by the Title Company

All other reasonable and necessary costs, fees, penalties and other expenses incurred at the Closing shall be paid by Seller and/or Buyer as is customarily done in connection with a closing in Tyler County, Texas of the type of transaction contemplated by this Agreement.

ARTICLE X DEFAULTS AND REMEDIES

10.1 Seller's Default. If Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and, except for the any obligations that survive termination under this Agreement, the Parties hereto shall have no further obligations to one another hereunder.

10.2 Buyer's Default. If Buyer defaults under this Agreement, Seller shall be entitled to terminate this Agreement and, except for the any obligations that survive termination under this Agreement, the Parties hereto shall have no further obligations to one another hereunder.

ARTICLE XI MISCELLANEOUS

11.1 Exhibits. References to “Exhibits” contained herein, if any, are references to exhibits attached hereto, all of which are made a part hereof and incorporated herein for all purposes.

11.2 Notices and Communications. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested; by courier; or by telephonic facsimile or other electronic communications and shall be deemed to be delivered (i) upon first attempted delivery if sent by mail or by courier; and (ii) upon transmittal if sent by telephonic facsimile or other electronic communication. Buyer's and Seller's respective addresses for purposes of this Agreement, and to which all notices required hereunder shall be sent, are as follows:

If to the Buyer: Deer Park Independent School District
 Attn: Mr. Pete Pape, CPA, RTSBA
 Assistant Superintendent of Business Services
 2800 Texas Avenue
 Deer Park, Texas 77536
 Facsimile:
 Email: ppape@dpisd.org

With copy to: Thompson & Horton, LLP
 Attn: Maureen Singleton
 Phoenix Tower, Suite 2000
 3200 Southwest Freeway
 Houston, Texas 77027
 Facsimile: 713-583-7909
 Email: msingleton@thompsonhorton.com

If to the Buyer: City of Deer Park
 Attn: Jay Stokes, City Manager
 710 E. San Augustine
 P.O. Box 700
 Deer Park, TX 77536
 Facsimile:
 Email: jstokes@deerparktx.org

With a copy to: Jim Fox
 Dover & Fox, P.C.
 5003 College Park Drive
 Deer Park, TX 77536
 Facsimile: 281-479-9537
 Email: jim@doverfox.com

11.3 Governing Law and Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation of this Agreement. Exclusive venue for any legal proceeding relating to this Agreement shall be in Aransas County, Texas.

11.4 Assignment of Agreement. Neither Party may assign this Agreement without the prior written consent of the other Party.

11.5 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements, understandings, and negotiations, whether verbal or written, between the Parties, relating to the Property and this transaction and may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

11.6 Multiple Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. A copy of this Agreement may be signed electronically and may be transmitted by electronic mail and receipted by the Title Company.

11.7 Risk of Loss. Risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Execution Date up to the time of delivering the special warranty deed transferring title to the Property to Buyer will be on Seller and after Closing will be on Buyer.

11.8 Real Estate Brokerage. Buyer and Seller each hereby represent and warrant to the other that it has not employed any agents, brokers, finders or other parties in connection with this Agreement. **EACH PARTY RELEASES THE OTHER PARTY FROM ALL CLAIMS FOR BROKERAGE FEES AND ANY AND ALL CLAIMS OF ANY AGENTS, BROKERS, FINDERS OR SUCH OTHER PARTIES CLAIMING ANY DAMAGES, LOSSES, MONIES OWED, OR BROKERAGE FEES RELATED TO THE PROPERTY, WHICH INDEMNITY SHALL EXPRESSLY SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.**

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

- a. Exhibit A Description of the Property
- b. Exhibit B Form of Special Warranty Deed

[Signature page for Purchase and Sale Agreement for approximately 6.18 Acres]

EXECUTED as of the ____ day of _____ 2019.

Seller:

**DEER PARK INDEPENDENT SCHOOL
DISTRICT**

By: _____
Victor White, Superintendent

Buyer:

CITY OF DEER PARK, TEXAS

By: _____
Jay Stokes, City Manager

TITLE COMPANY RECEIPT

The undersigned Title Company acknowledges receipt of an original executed copy of the Purchase and Sale Agreement between the Deer Park Independent School District and the City of Deer Park, Texas for the purchase and sale of a parcel of real property containing approximately 6.18 acres on the ____ day of _____, 2019.

STEWART TITLE GUARANTY COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR A

6.3346 ACRE TRACT OF LAND OUT OF A CALLED 16.00 ACRE TRACT OF LAND

SITUATED IN THE FABRICUS REYNOLDS SURVEY A-643

CITY OF DEER PARK, HARRIS COUNTY, TEXAS

Being a 6.3346 acre tract of land (275,942.0013 square feet) out of a called 16.00 acre tract of land, situated in the Fabricus Reynolds Survey, Abstract No. 643, Harris County, Texas. Said 6.3346 acre tract being a portion of that certain called 16.00 acre tract of land as conveyed to the Deer Park Independent School District, by warranty deed dated March 09, 1976, recorded under Harris County Clerk's File Number E705795. Said 6.3346 acre tract being more fully described by metes and bounds as follows:

- All bearings referenced herein are based on the Texas State Plane Coordinate System, Texas South Central Zone.

BEGINNING at a found 5/8 inch iron rod marking the southwest corner of Lot 6, Block 8, Heritage Addition, Section 2, as recorded in Volume 231, Page 86, of the Harris County, Texas Map Records and being the southeast corner of the herein described 6.3346 acre tract of land, and being on the north right-of-way line of Lambuth Lane (based on a right-of-way width of 60 feet), as recorded under Harris County Clerk's File Number F542484, dated April 04, 1978;

THENCE, South 86 Degrees, 53 Minutes, 04 Seconds, West (Called North 89 Degrees, 58 Minutes, 01 Seconds, West), along and coincident with the north right-of-way line of Lambuth Lane (based on a right-of-way width of 60 feet), and the south line of the herein described 6.3346 acre tract of land, a distance of 649.98 feet (Called 650.00 feet), to a found 5/8 inch iron rod, marking the southwest corner of the herein described 6.3346 acre tract and the southeast corner of a called 1.7565 acre tract (Lil' Rascals Child Care, Inc.), as recorded under Harris County Clerk's File Number 20150218795, dated May 12, 2015;

THENCE, North 03 Degrees, 08 Minutes, 23 Seconds, West (Called North 00 Degrees, 02 Minutes, 00 Seconds, West), along and coincident with the west line of the herein described 6.3346 acre tract of land and the east line of a called 1.7565 acre tract of land, passing at 205.05 feet, a found 5/8 inch iron rod, marking the northeast corner of the aforementioned 1.7565 acre tract of land (Lil' Rascals Child Care, Inc.) and continuing along and with the west line of the herein described 6.3346 acre tract of land, and the east line of a called 1.853 acre tract of land, conveyed from Matthew Burr, Reynolds Nessetti, and wife, Doris Katherine Ramirez Nessetti to Racon Buenavista, Inc., as recorded under Harris County Clerk's File Number 20130218773, dated May 07, 2013, for a total distance of 424.99 feet (Called 425.05 feet), to a found 5/8 inch iron rod, marking the northwest corner of the herein described

6.3346 acre tract and being the southwest corner of Lot Number 1, Block 1, Heritage Addition, Section 1, as recorded in Volume 213, Page 91, of the Map Records of Harris County, Texas;

THENCE, North 86 Degrees, 56 Minutes, 42 Seconds, East (Called South 89 Degrees, 58 Minutes, 01 Seconds, East), along and coincident with the south line of Heritage Addition, Section 1, as recorded in Volume 213, Page 91, of the Map Records of Harris County, Texas, and the north line of the herein described 6.3346 acre tract, as recorded under Harris County Clerk's File Number E705795, dated March 09, 1976, a distance of 649.99 feet (Called 650.00 feet), to a Set 5/8 Inch Iron Rod with Cap, marking the northeast corner of the herein described 6.3346 acre tract of land, and the northwest corner of Lot 1, Block 8, of Heritage Addition, Section 2, as recorded in Volume 231, Page 86, of the Map Records of Harris County, Texas;

THENCE, South 03 Degrees, 10 Minutes, 55 Seconds, East (Called South 00 Degrees, 02 Minutes, 00 Seconds, East, along and coincident with the east line of the herein described 6.3346 acre tract of land and being the west line of Heritage Addition, Section 2, as recorded in Volume 231, Page 86, of the Map Records of Harris County, Texas, to a found 5/8 inch iron rod, said point being the Point of Beginning of the herein described tract.

Containing within these calls 275,942.0013 square feet or 6.3343 acres of land.



LARRY J. TEW

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REGISTRATION NUMBER 5125

DATE: 4/18/2019



EXHIBIT B

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 OF YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § NOW ALL PERSONS BY THESE
COUNTY OF HARRIS § PRESENTS:

That, **DEER PARK INDEPENDENT SCHOOL DISTRICT**, a public independent school district and political subdivision of the State of Texas, ("**Grantor**"), acting herein pursuant to the authorization of the Board of Trustees of Grantor granted at the regular board meeting held on _____ [**date where resolution and order are adopted**], 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 has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the **THE CITY OF DEER PARK, TEXAS**, a municipality and political subdivision of the State of Texas, ("**Grantee**"), and Grantee's successors and assigns, that certain parcel containing approximately ____ acres of land located in Harris County, Texas as more particularly described by metes and bounds on the attached Exhibit A ("**Land**") and also, but without warranty, Grantor grants to Grantee Grantor's right, title, and interest, if any, to (i) improvements located on the Land ("**Improvements**"); and (ii) any easements, tenements, hereditaments, privileges and appurtenances benefitting such Land ("**Appurtenances**"), such conveyance of Land, Improvements, and Appurtenances being subject to the exceptions restrictions, and Permitted Exceptions set forth herein. As used herein, the term "**Property**" shall mean the Land, Improvements, and Appurtenances.

Exceptions

This conveyance is made by Grantor and accepted by Grantee subject to (i) all matters identified on Exhibit B attached hereto and incorporated herein for all purposes; (ii) any encumbrances or other matters of record; and (iii) the "AS-IS", "WHERE IS", WITH ALL FAULTS and disclaimer set forth in this Deed (all of the foregoing clauses (i) through (iii) being collectively referred to as the "**Permitted Exceptions**").

Disclaimer and "As Is" Conveyance

EXCEPT FOR THE LIMITED WARRANTY OF TITLE TO THE LAND AS EXPRESSLY SET FORTH IN THIS DEED, 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 THE WARRANTY DEED TO BE DELIVERED AT CLOSING); (II) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY AND ANY OTHER 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 UNDERSHORE; (VII) THE EXISTENCE OF VESTED LAND USE, ZONING, OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY AND THE COMPLIANCE WITH ANY ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT AND; (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 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 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 ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE DELIVERABLES AND THE INVITATION FOR BID ISSUED BY THE GRANTOR FOR SALE OF THE PROPERTY ("INVITATION FOR BID"); (XIX) 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 OR ANY INFORMATION IN THE INVITATION FOR BID 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); AND/OR (XX) 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, THE INVITATION FOR BID ISSUED BY GRANTOR FOR THE SALE OF THE PROPERTY, AND GRANTEE ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE HAS BEEN MADE. GRANTEE REPRESENTS AND WARRANTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED, AND SOPHISTICATED 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 INVESTIGATIONS 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 REAL ESTATE BROKER, 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.

TO HAVE AND TO HOLD the Land, subject to the Permitted Exceptions, and other matters set forth in and under this deed, Grantor does by these presents bind itself to WARRANT and FOREVER DEFEND, all and singular, the Land, with no warranty as to any Improvements or Appurtenances, unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

[Signatures appear on the following page]

[Counterpart Signature Page for Deer Park Independent School District - Deed to 6.18 acres]

EXECUTED to be effective for all purposes as of the ____ day of _____, 2019.

GRANTOR:

**DEER PARK INDEPENDENT SCHOOL
DISTRICT**

By: _____
Ken Donnell, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 201____, by Ken Donnell, President of the Board of Trustees of the Deer Park Independent School District on behalf of said entity..

Notary Public – State of Texas
Printed Name:
My Commission Expires:

[Counterpart Signature Page for the City of Deer Park, Texas - Deed to 6.18 acres]

EXECUTED to be effective for all purposes as of the ____ day of _____, 2019.

GRANTEE:

THE CITY OF DEER PARK, TEXAS

By: _____
[Name and title]

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 201____, by
_____, _____ of the City of Deer Park, Texas, on behalf of said entity..

Notary Public – State of Texas
Printed Name:
My Commission Expires:

AFTER RECORDING RETURN TO GRANTEE AT:

The City of Deer Park, Texas
c/o: Jay Stokes, City Manager
710 E. San Augustine
P.O. Box 700
Deer Park, TX 77536

EXHIBIT A TO DEED

Legal Description

[Signed and Sealed Surveyor's Field Notes]

EXHIBIT B TO DEED

Permitted Exceptions

[TO COME FROM FINAL TITLE COMMITMENT]