

**Notice of Special Meeting
Board of Trustees
Wednesday, December 7, 2022**

A Special Meeting of the Board of Trustees will be held on Wednesday, December 7, 2022, beginning at 6:00 PM, in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas.
- 2) Discuss and consider approval of purchase and sale agreement to purchase real property needed for the New Ball High School 2
- 3) Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

For the Board of Trustees

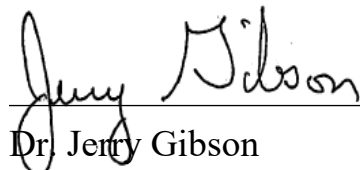
Action Sheet

MEETING DATE: December 7, 2022

AGENDA ITEM: Discuss and consider approval of purchase and sale agreement to purchase real property needed for the New Ball High School

The District has an agreed form of a Purchase and Sale Agreement to purchase one parcel of property (.12 acres) from Federico Aguillon and Velia Aguillon, in the amount of \$335,000.00, plus closing costs. The parcel is located at 4224 Avenue O in Galveston, Texas. Acquisition of this parcel is necessary for the construction of the new Ball High School, which was approved by voters in May 2022. Land purchase to be funded with general funds but could be reimbursed with bond funds at a later date, if/when available.

RECOMMENDATION: I move that the Board approve the Purchase and Sale Agreement to purchase the property located at 4224 Avenue O in Galveston, Texas from Federico Aguillon and Velia Aguillon as presented.



Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Assistant Superintendent of Business & Operations

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into by and between **FEDERICO AGUILLON** and **VELIA AGUILLON**, both individuals, (collectively “Seller”) and the **GALVESTON INDEPENDENT SCHOOL DISTRICT**, a public independent school district and political subdivision of the State of Texas, (“Buyer”) as of the Effective Date, hereinafter defined. Seller and Purchaser shall be referred to herein individually as “Party” and collectively as “Parties”.

ARTICLE I AGREEMENT OF PURCHASE AND SALE

1.1 The Property. The term “Property” as used in this Agreement means a tract of land containing approximately 0.12 acres located at 4224 Avenue O, Galveston, Galveston County, Texas 77550 as more particularly described on Exhibit “A” attached hereto (“Land”), together with all singular rights and appurtenances pertaining to such Land, including all Improvements located thereon and thereunder; and all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, without limitation, (i) any land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (ii) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (iii) any surface waters; (iv) the present or future use of wastewater (sewer) capacity, drainage, water capacity, or other utilities or utility facilities, and all impact fees that are creditable to, pertain to, or benefit such Land; (v) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land; (vi) any reversionary interests benefitting such Land; (vii) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining such Land; (viii) all water and water rights in, on, under and that may be produced from the Land (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) (collectively “Water Rights”); (ix) any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto in any way benefitting such Land; (x) any easement across, adjacent to or benefitting the such Land, existing or abandoned; and (xi) any other rights and benefits pertaining to the Land (clauses (i) through (xi) being referred to as “Appurtenances”) (the Land, the Improvements, and the Appurtenances are collectively herein referred to as the “Property”). The term “Improvements” means any buildings, structures, fixtures, utilities, infrastructure and other improvements attached to the Property. In addition, anything herein to the contrary notwithstanding, the Property does not include and Seller will retain all mineral rights relating to the Land (the “Mineral Rights”); however, the deed from Seller conveying the Property to Buyer will expressly waive all surface rights appurtenant to Seller’s retained Mineral Rights.

1.2 Purchase and Sale. Upon the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer the Property and Buyer hereby agrees to buy and take the Property from Seller. The Property will be conveyed at Closing, as described in Article 8.1 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.

1.3 The effective date of this Agreement shall be the later of the date a fully executed copy of this Agreement, has been deposited with and receipted by the Title Company, as defined in Article 3.1, or the date the Earnest Money has been deposited with and receipted by the Title Company (“Effective Date”).

ARTICLE II PURCHASE PRICE

2.1 The Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Property is THREE HUNDRED THIRTY-FIVE THOUSAND and no/100 Dollars (\$335,000.00).

2.2 Payment of Purchase Price. 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.

2.3 Earnest Money. Within five (5) Business Days after the Execution Date, Buyer will deposit the sum of One Thousand and No/100 Dollars (\$ 1,000.00) with the Title Company, as Earnest Money to be held by the Title Company in escrow. If the purchase and sale hereunder is consummated in accordance with the terms and provisions of this Contract, the entire Earnest Money shall be applied by the Title Company as partial payment of the Purchase Price due at the Closing. During the Inspection Period, the Earnest Money shall be fully refundable to the Buyer except for the Independent Consideration as set forth in Section 2.4. In all other events, the Earnest Money shall be disposed of by the Title Company as provided herein.

2.4 Contract Consideration. Within three (3) days of the date both Buyer and Seller have executed this Agreement, Buyer shall deposit with the Title Company, as defined in Section 3.1, the sum of One Hundred and No/100 Dollars (\$100.00) as independent consideration (“Independent Consideration”), which amount has been bargained for and agreed to as consideration for Seller’s execution and delivery of this Agreement and Buyer’s right to terminate during the Inspection Period. The Independent Consideration is in addition to and independent of all other consideration provided in this Agreement, and is nonrefundable in all events.

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. For purposes of this Agreement, “Title Company” means Stewart Title Company, 222 Kempner, Galveston, Texas 77550, Telephone: (409) 763- 4641.

b. Within ten (10) days following the Effective Date of the Agreement, 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.

3.3 Survey. Buyer shall cause a survey ("Survey") to be conducted by a licensed surveyor to be selected by Buyer ("Surveyor") and to be delivered to Buyer, Seller, and Title Company on or before twenty (20) days before the end of the Inspection Period to satisfy the following conditions: (i) be made and staked on the ground; (ii) show the location of all improvements, highways, streets, roads, fences, easements, and rights-of-way on or adjacent to the Property; (iii) show all visible discrepancies, conflicts, or encroachments; (iv) 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; (v) be a true, correct, and accurate representation of the Property; (vi) set forth the number of total acres and square feet comprising the Property, together with a metes and bounds description thereof; (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; and (ix) in general, comply with the Texas Society of Professional Surveyors requirements for a Category 1A Condition II survey. Buyer 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 twenty (20) 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"). Except for any items listed on Schedule C of the Title Commitment, which must be satisfied by Seller and Title Company prior to Closing, any such items to which Buyer does not object within such twenty (20) day period, or any extension thereof agreed to by the Parties, shall be deemed to be permitted exceptions. Notwithstanding anything herein to the contrary, the standard preprinted exceptions contained in a Texas Standard Form of Owner's Policy of Title Insurance shall not constitute permitted exceptions under the General Warranty Deed, in the form attached hereto ("Deed") except as may be agreed upon by Buyer.

3.5 Seller's Opportunity to Cure Buyer's Objections to Title or Existing Survey 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 fifteen (15) 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 so correct the Survey or cure said 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) and the Survey as delivered; or (b) terminate this Agreement. Buyer shall have until the conclusion of the Inspection Period, as hereinafter defined, in which to make such election. Failure of Buyer to make an election within such period shall be deemed an election by Buyer under option (a) above. If on the Closing Date there are any liens or encumbrances on the Property that Seller is obligated to pay and discharge, Seller shall have the right and Buyer reserves the right to require the Seller to instruct the Title Company to use any cash portion of the Purchase Price for the Property to satisfy the same, provided that Seller shall have delivered to Buyer or the Title Company on or before the Closing, instruments in recordable form sufficient to satisfy such liens and encumbrances of record, together with the cost of recording or filing said instruments. In the event this Agreement is terminated by Buyer pursuant to this Section 3.5, the Title Company shall immediately deliver to Buyer the Earnest Money and all interest accrued thereon, which shall be paid to Buyer, and neither Party hereto shall have any further obligation or liability under this Agreement to the other Party.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 Buyer represents, warrants, covenants and agrees with Seller that as of the Execution Date and as of the Closing Date, 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 and that all required action by the Board of Trustees necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder has been, or upon Closing will have been, taken.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

5.1 Seller represents, warrants, covenants and agrees with Buyer that as of the Execution Date and as of the Closing Date, all of the following are true and accurate:

- a. Seller has and shall have the full right, power and authority to convey the Property to Buyer as provided in this Agreement and to carry out its obligations hereunder and that all required action by the Seller to enter into this Agreement and to carry out its obligations hereunder has been, or upon Closing will have been, taken.
- b. Seller is not aware of and has received no notice of any current, pending, or threatened litigation affecting Seller or the Property that would in any way constitute a lien, claim or obligation of any kind against the Property.
- c. No person, firm, or entity other than Seller has any right to possess or occupy the Property, or any part thereof, through a lease, contract, or verbal agreement, except as disclosed on attached Schedule 5.1(c).
- d. No person, firm, or entity has any rights to ownership in the Property, including any future interest, and no person, firm, or entity has any rights to acquire the Property other than Buyer under this Agreement.

e. There are no unrecorded instruments or agreements that will bind the Property or impose any obligation or liability on the Buyer as owner of the Property following Closing.

f. Seller is not aware of any claims for unpaid bills for work performed on or materials delivered to the Property that though not then the subject of, might provide the basis of a mechanic's and materialmen's or other lien on the Property.

g. To Seller's knowledge, there are no hazardous materials present at the Property such as pollutants, contaminants and other materials, substances and wastes which are hazardous, toxic, caustic, harmful or dangerous to human health or the environment and/or subject to any environmental laws and no remedial action would be required if brought to the attention of a governmental body with jurisdiction.

h. Seller has not received any written or verbal notice regarding the Property being in violation or non-compliance with any recorded restriction or covenant affecting the Property.

i. Seller is not aware of any fact or condition that might result in the termination of access from the Property to the adjoining roadways.

5.2 Seller acknowledges that this transaction is subject to the approval of the Buyer's Board of Trustees.

5.3 The Parties acknowledge that the Property is not being purchased by Buyer for residential use, and as such disclosures required by Chapter 5 of the Texas Property Code relating to residential property sales are not required under this Agreement.

ARTICLE VI CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

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

a. Board Approval. Buyer shall have received approval of this Agreement and the purchase and sale contemplated herein from the Board of Trustees.

b. Title. Seller shall have good, indefeasible, and insurable fee simple title in and to the Property, shall have terminated any existing recorded or unrecorded 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.

c. Closing Documents. Seller shall have provided to Buyer at Closing, each of the documents required pursuant to Section 8.2(a) hereof, in form and content mutually satisfactory to Buyer and Seller.

d. 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 Execution Date, and remain true as of the Closing Date.

e. No Condemnation. On the Closing Date, no portion of the Property shall have been condemned or sold under threat of condemnation, 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.

f. Other Adverse Conditions. On the Closing Date, there has been no material change in any condition of or affecting the Property that has occurred after the Effective Date. If Seller is unable or unwilling to correct any changed condition as requested by the Buyer within fifteen (15) calendar day period, then Buyer shall have the right, at its election, on or before the Closing Date, as may be extended, to either (A) terminate this Agreement by delivering written notice thereof to Seller, or (B) waive its objection to the condition and accept title to the Property subject to such condition.

g. Buyer's Investigation, Inspection of the Property. Buyer shall have a period of ninety (90) days from the Effective Date to inspect the Property ("Inspection Period"). During the Inspection Period, Buyer will inspect the Property, as it determines necessary in its sole discretion, to evaluate if it is suitable for the Buyer's use. Upon execution of this Agreement, 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, conducting a New Survey or updating the Existing 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.

6.2 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 interest, which shall be paid 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. Notwithstanding the foregoing, the Buyer, in its sole discretion and its option, may elect to extend the Inspection Period for an additional thirty (30) day period by giving written notice to the Seller. In the event that Buyer elects to extend the Inspection Period as set forth in this Section 6.2 and delivers written notice to the Seller of its election, the Closing Date automatically shall be extended accordingly.

ARTICLE VII

CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

7.1 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 8.2(b) hereof, in form and content as set forth herein; and

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

ARTICLE VIII CLOSING

8.1 Date and Place of Closing. The Closing hereunder shall take place in the offices of the Title Company, or at such other place as Seller and Buyer may mutually agree. The Closing Date shall be on or before fifteen (15) days after the end of the Inspection Period, including any extension thereof as set forth in Section 6.2, provided that the parties will, if necessary, reasonably agree upon an extension not to exceed fifteen (15) additional if necessary to allow Seller time between the end of the Inspection Period and Closing to vacate the Property.

8.2 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 **Exhibit "B"** 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;
- 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 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. an affidavit executed by Seller in the form satisfactory to the Title Company that the Buyer will not be required to withhold any tax and that no withholding liability exists as of the Closing under §1445 of the Internal Revenue Code (and the implementing regulations);
- vii. All keys and entrance cards used on any part of the Property in Seller's possession or control;

- viii. copies of tax certificates representing that all taxes on the Property have been paid; and
- ix. 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 Closing Statement executed by the Buyer; and
- iii. any other documents required by the Title Company to close the transaction in accordance with this Agreement.

8.3 Adjustments at Closing. All normal and customarily prorable items, including, without limitations, real estate taxes 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 prorations 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.

8.4 Property Taxes.

a. Ad Valorem Tax Settlement. To the extent applicable, ad valorem taxes for the Property for the year in which Closing occurs shall be prorated based on the current year's taxes if known, or if not known then on the basis of such taxes for the prior year. Within thirty (30) calendar days of Buyer's receipt of the actual tax statements from the appropriate taxing authorities, Buyer shall deliver a copy thereof to Seller, together with a proration thereof based upon the actual taxes due and payable for the year in which Closing occurs. If the actual taxes for the year of Closing are less than the estimated taxes prorated at Closing, Buyer shall deliver to Seller, in addition to the tax statement, Seller's pro rata share of such difference. If the actual taxes for the year of Closing exceed the estimated taxes prorated at Closing, Seller shall deliver to Buyer Seller's pro rata share of such difference within thirty (30) calendar days of receipt of the tax statement.

b. Survival. The terms and provisions of this Section 8.4 shall survive Closing.

8.5 Possession and Closing. Possession of the Property shall be delivered to Buyer by Seller at the Closing, subject only to the Permitted Exceptions.

8.6 Costs of Closing.

- a. Seller agrees to pay:

- i. the pro-rated real estate taxes.
- b. Buyer agrees to pay:
 - ii. all charges for tax certificates;
 - iii. the cost of the Title Commitment, any updates to the Title Commitment, and the premium for issuance of the Title Policy required under this Agreement, and the cost for the boundary deletion and any other endorsements to the Title Policy if elected by the Buyer;
 - iv. all of any escrow fees charged by the Title Company
 - v. the cost of the Survey and/or any updates and revisions to the Survey;
 - vi. the cost of any tests or inspections performed on the Property; and
 - vii. 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 Buyer; provided that the Title Company provides notice of and information related to any such costs in advance of Buyer being obligated for payment of same.

ARTICLE IX DEFAULTS AND REMEDIES

9.1 Seller's Default. If Seller defaults under this Agreement, Buyer, at Buyer's option: (i) shall be entitled to terminate this Agreement whereupon Buyer shall be entitled to an immediate refund of the Earnest Money with interest, and the Parties hereto shall have no further obligations to one another hereunder, or (ii) may pursue any and all of Buyer's remedies at law or in equity, including the enforcement of specific performance of this Agreement.

9.2 Buyer's Default. In the event Buyer shall be deemed to be in default hereunder, Seller shall be entitled to terminate this Contract and request that the Title Company deliver the Earnest Money to Seller (on receipt of written notice from Seller that Buyer has defaulted). Such notice to the Title Company need not be accompanied by any other document or consent of any other party, it being agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of Seller's damages, considering all the circumstances existing as of the date of this Contract.

ARTICLE X MISCELLANEOUS

10.1 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.

10.2 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 Seller: Federico & Velia Aguillon
310 Kahlo Loop
Laredo, Texas 78045
Phone: (956) 763-4887
Email: fredaguillon@yahoo.com

If to the Buyer: Jerry Gibson
Superintendent
Galveston Independent School District
3904 Avenue T
Galveston, Texas 77550
Telephone: (409) 766-5121
Email: JerryGibson@gisd.org

With copy to: Mark D. Smith
Thompson & Horton, LLP
Ross Tower, Suite 3150
500 North Akard Street
Dallas, Texas 75201
Fax No. (972) 528-5131
Telephone: (469) 421-6844
Email: msmith@thompsonhorton.com

10.3 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 Dallas County, Texas.

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

10.5 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.

10.6 Multiple Counterparts; Electronic Signatures. 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 signed by the Parties may be transmitted by electronic mail and receipted by the Title Company. However, each Party shall provide to the other Party an original or original counterpart after execution.

10.7 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 thereafter will be on Buyer.

10.8 Real Estate Broker. Both parties acknowledge that neither Seller nor Buyer has a broker for this transaction and that there will be no commissions paid to any brokers on this transaction. Seller agrees to, and does hereby, indemnify and hold Buyer harmless for claims for commissions, fees or compensation arising out of this Contract and the transaction contemplated herein arising by reason of Seller's actions. Buyer agrees to, and does hereby, indemnify to the extent allowed by law and hold Seller harmless for claims for commissions, fees or compensation arising out of this Contract and the transaction contemplated herein arising by reason of Buyer's actions.

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

- a. Exhibit "A" Property Description
- b. Exhibit "B" Form of Special Warranty Deed
- c. Schedule 5.1(c)

[Signatures appear on the following page]

[Signature page for Purchase and Sale Agreement between Federico Aguillon, and Velia Aguillon, individuals, and the Galveston Independent School District]

EXECUTED as of the 30th day of November 2022.

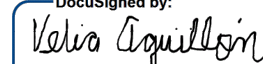
Seller:

FEDERICO AGUILLON

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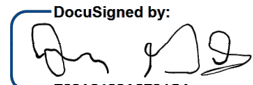
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VELIA AGUILLON

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Buyer:

GALVESTON INDEPENDENT SCHOOL DISTRICT

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Jerry Gibson, Superintendent

TITLE COMPANY RECEIPT

The undersigned Title Company acknowledges receipt of an original executed copy of this Purchase and Sale Agreement on the _____ day of _____, 2022.

STEWART TITLE COMPANY

By: _____
Name: _____
Title: _____

TITLE COMPANY RECEIPT

The undersigned Title Company acknowledges receipt of the Earnest Money in the amount of (\$1,000) on the _____ day of _____, 2022.

STEWART TITLE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Legal Description

East Thirty-five (35) feet, Ten (10) inches of Lot Thirteen (13) and the West seven (7) feet of Lot Twelve (12) in the Southwest Block of Outlot 33 in the City of Galveston, Galveston County, Texas.

EXHIBIT "B"

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

SPECIAL WARRANTY DEED

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

That **FEDERICO AGUILLON & VELIA AGUILLON** (referred to as "Grantor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto **GALVESTON INDEPENDENT SCHOOL DISTRICT**, a public independent school district and political subdivision of the State of Texas ("Grantee"), and Grantee's successors and assigns, that certain parcel of land located at 4224 Avenue O, Galveston, Galveston County, Texas, as more particularly described on the attached **Exhibit "A"** and incorporated herein by reference (the "Land"), subject to all of the restrictions, reservations, exceptions and other matters set forth or referred to herein, together with all improvements on or under the Land, ("Improvements"); and all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, without limitation, (i) any land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (ii) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (iii) any surface waters; (iv) the present or future use of wastewater (sewer) capacity, drainage, water capacity, or other utilities or utility facilities, and all impact fees that are creditable to, pertain to, or benefit such Land; (v) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land; (vi) any reversionary interests benefitting such Land; (vii) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining such Land; (viii) all water and water rights in, on, under and that may be produced from the Land (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) (collectively "Water Rights"); (ix) any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto in any way benefitting such Land; (x) any easement across, adjacent to or benefitting the such Land, existing or abandoned; and (xi) any other rights and benefits pertaining to the Land (clauses (i) through (xi) being referred to as "Appurtenances") (the Land, the Improvements, and the Appurtenances are collectively herein referred to as the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor does, by these presents, bind itself, and its representative heirs, administrators, successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, title to the Property 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; provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions listed on **Exhibit "B"**, attached hereto and incorporated herein by reference (the *"Permitted Exceptions"*); and (b) the mineral reservation set forth below.

Taxes for prior years have been paid by Grantor. Taxes for the current year, have been prorated between Grantor and Grantee as of the date of this Deed in accordance with that certain Purchase and Sale Contract between Grantor and Grantee with an Effective Date of _____, (the "*Purchase Contract*").

Grantor hereby expressly reserves from the conveyance hereunder any and all mineral rights in and to the Land, including but not limited to, all of the oil, gas, and associated hydrocarbons; coal, lignite, sulfur, phosphate, lead, zinc, copper, iron ore and other metallic ores; sodium, salt, uranium, thorium, molybdenum, vanadium, geothermal energy, titanium and other fissionable materials; gold, silver and other precious metals; bauxite, limestone and other stones; gypsum and other minerals of any kind or nature now owned by Grantor in, on or under the Land. Grantor waives and releases the right of ingress and egress in and to the Land and all surface rights appurtenant to the mineral rights hereby reserved.

EXECUTED to be effective as of the day of , 2022.

GRANTOR:

FEDERICO AGUILLON

VELIA AGUILLON

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____, 2022, by Federico Aguillon.

[SEAL]

Notary Public ★ State of Texas

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

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This instrument was acknowledged before me, the undersigned authority, this ____ day
of _____, 2022, by Velia Aguillon.

[SEAL]

Notary Public ★ State of Texas

AFTER RECORDING RETURN TO GRANTEE AT:

Mark D. Smith
Thompson & Horton, LLP
Ross Tower
500 North Akard St., Suite 3150
Dallas, Texas 75201-3302

EXHIBIT "A" TO DEED

Legal Description of Property

East Thirty-five (35) feet, Ten (10) inches of Lot Thirteen (13) and the West seven (7) feet of Lot Twelve (12) in the Southwest Block of Outlot 33 in the City of Galveston, Galveston County, Texas.

EXHIBIT “B” TO DEED

Permitted Exceptions

[TO COME]

SCHEDULE 5.1(c)

Name of Tenant: Friends of owner
Address: 4224 Avenue O, Galveston, Texas 77550
Telephone Number: _____
Email: _____
Monthly Rent: \$0.00

Copy of Lease attached or described the terms of Oral Lease:

Zero rent only pay utilities.
