

SPECIFICATIONS FOR ACCEPTANCE OF SEALED BIDS
WOODVILLE INDEPENDENT SCHOOL DISTRICT

**TO PURCHASE REAL PROPERTY CONSISTING OF APPROXIMATELY
TWENTY SIX (26) ACRES OF UNIMPROVED PROPERTY IN TWO (2) SEPARATE
PARCELS AND ONE (1) RESIDENTIAL LOT (the “Property”)**

1. INTRODUCTION

The Woodville Independent School District (the “District” or “Seller”) owns real property located at the following addresses: 210 Dogwood Street, Woodville; 505 North Charlton, Woodville; and 2245 Highway 190 East, Woodville; consisting of approximately twenty six (26) acres of unimproved property in two (2) separate sections and one (1) residential lot (the “Property”) and more particularly described in the attached **Exhibit 1 (the “Property”)**.

Texas Education Code section 11.154 and Texas Local Government Code, Chapter 272, authorizes school districts to sell real property owned by the District through the sealed bid process. The District has no current or future intended use for the Property and has declared it is in the District’s best interest to advertise for sealed bid offers to purchase the Property through the sealed bid process described in TEX. LOC. GOV’T. CODE §272.001(a).

On November 13, 2023, the Board of Trustees authorized the sale of the Property and delegated authority to the Superintendent to facilitate the sale utilizing sealed bid pursuant to TEX. LOC. GOV’T CODE §272.001(a). The District has set a **minimum bid price for each property as indicated below:**

| | |
|---|---------------------|
| 0.54 acres located at 210 Dogwood Street, Woodville | \$ 9,000.00 |
| 0.673 acres located at 505 North Charlton, Woodville | \$ 3,750.00 |
| 25.608 acres located at 2245 Hwy 190 East, Woodville | \$ 89,635.00 |

NO BIDS LESS THAN THE MINIMUM BID PRICE WILL BE CONSIDERED.

2. PUBLIC NOTICE INVITING SEALED BIDS

To obtain a copy of the Bid Package and/or to schedule an appointment to view the Property, contact Superintendent, Lisa Meysembourg or Assistant Superintendent of Finance, Cody Jarrott at 409-283-3752. The bid package is also available on the District’s website at www.woodvilleeagles.org

The District will accept written sealed bids until **1:00 p.m. CST on Friday, May 17, 2024.** Such written bids must be received by the District on or before this deadline. The bids must be submitted in writing in a sealed envelope clearly marked and addressed as follows:

<Insert Property Address>

DO NOT OPEN UNTIL 1:00 p.m. CST on Friday, May 17, 2024.

Woodville Independent School District

Attn: Ms. Lisa Meysembourg

505 N. Charlton Street

Woodville, Texas 75979

Late bids will not be accepted. The District intends to accept the offer at or higher than the minimum bid price that is the best bid in the District’s opinion submitted by a responsible bidder, subject to the terms of these bid specifications, the Earnest Money Contract, and other bid package documents (collectively the “Bid Package”). The Bid Package consists of the following:

- These Bid Specifications and attachments:
 - **Exhibit 1** – Legal Description of Property
 - **Exhibit 2** – Earnest Money Contract
 - **Exhibit 3** – “Draft” Special Warranty Deed
 - **Exhibit 4** – Bid Offer Form

The District reserves the right to reject any and all bids and to waive any technicalities. Any conveyance of the Property will be by special warranty deed and is subject to all terms and conditions contained in the Bid Package.

THE PROPERTY IS BEING SOLD “AS IS AND WHERE IS, WITH ANY AND ALL LATENT AND PATENT DEFECTS AND FAULTS.” THERE IS NO WARRANTY OF ANY KIND BY THE DISTRICT, INCLUDING THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE, EXCEPT THE LIMITED WARRANTIES OF TITLE, WHICH MAY BE CONTAINED IN THE BID PACKET. IN ADDITION, THE PROPERTY WILL BE SOLD SUBJECT TO THE CONDITIONS, EXCEPTIONS AND RESERVATIONS CONTAINED IN THIS BID PACKAGE AND SUBJECT TO ALL RECORDED INTERESTS.

The District plans to take action on bids at its first regularly scheduled board meeting following the deadline for submitting bids, but this date may be extended in the sole discretion of the District. **BIDDERS SHALL NOT CONTACT BOARD MEMBERS CONCERNING THE PROPERTY OR THEIR BID AFTER SUBMISSION OF THEIR BIDS AND PRIOR TO THE SELECTION OF THE WINNING BID, PROVIDED THE SUPERINTENDENT MAY CONTACT BIDDERS TO CLARIFY BIDS.** Any questions about the process may be directed to the Superintendent, Lisa

Meysenbourg or Assistant Superintendent of Finance, Cody Jarrott. The District reserves the right to reject any and all bids and to waive any technicalities in bids received.

NO FAX, ELECTRONIC OR UNSEALED BIDS WILL BE ACCEPTED.

By the submission of a sealed bid, which includes Bidder executing and including the Earnest Money Contract (**Exhibit 2**), Bidder agrees and understands that such submission is an offer to purchase the Property subject to acceptance by the District, and a Bidder's offer is irrevocable for up to sixty (60) days, or until a written rejection letter is received from the District to the Bidder, whichever is sooner.

3. ADDITIONAL INSTRUCTIONS TO BIDDERS

A separate sealed bid must be completed for each separate property if bidding on more than one of the properties offered for sale.

A. SEALED BID DOCUMENTS: A completed sealed bid submission must include:

- a. The Bid Offer Form properly completed (**Exhibit 4**);
- b. A \$500.00 cashier's check or money order made payable to "Woodville Independent School District" as Earnest Money/Bid Bond for each property bid upon; and
- c. A signed and completed Earnest Money Contract in the form included in this Bid Package as **Exhibit 2** (and applicable attachments).

B. EARNEST MONEY/BID BOND: The Bid must be accompanied by a money order or cashier's check in the amount of five hundred dollars (\$500.00) made payable to "Woodville Independent School District" to serve as earnest money/bid bond for each separate property bid upon. Cash is **NOT** acceptable. This earnest money/bid bond will secure the Bidder's obligation to honor the terms of the executed Earnest Money Contract if the Bid is selected, and at closing, if any, the earnest money/bid bond will be applied to the consideration owed under the contract. Unsuccessful bidders will be entitled to the return of their money order or cashier's checks on the 91st day after the bids are opened, or once the District provides written notice that their bid is rejected, whichever is sooner. Failure to include the earnest money/bid bond may be grounds for rejection of the bid.

C. EARNEST MONEY CONTRACT: An earnest money contract is included in this Bid Package as **Exhibit 2**. The terms stated therein are intended to be non-negotiable (with only non-completed blanks to be filled in by Bidder) to enhance equal comparison in the bids. Provided however, a bidder may include special provisions or other considerations to enhance or clarify their bid at the risk of affecting the District's evaluation of the bid. The District intends to

award the bid to the offer that is at or higher than the minimum bid price that is the best bid in the District's opinion submitted by a responsible bidder based on a review of the entire contractual offer, including the intended future use of the Property. The District will, in its sole discretion, evaluate the bids and consider the price offered, a Bidder's financial integrity, reliability, responsibility and past performance, if any, intended use of the property, and any and all other factors which, in the sole discretion of the District, have a pertinent bearing on the best interests of the District.

D. WITHDRAWAL OF BID: Bidder may request permission to withdraw a bid prior to the deadline for submission of all bids. Such request must be made in writing at the same location designated to receive the bid and directed to the Woodville Independent School District Superintendent, Lisa Meysembourg. If the request for withdrawal is granted, the District will return the bid documents unopened, including the \$500.00 earnest money/Bid Bond.

E. TIME FRAME FOR CLOSING: Bids are expected to be presented to the Board of Trustees for consideration and award at the first regular meeting after the deadline for submitting bids, but this date may be extended by the District. Closing should occur thereafter as provided in the Earnest Money Contract.

F. AUTHORITY TO SIGN AND LEGAL CAPACITY OF ENTITY AS A BIDDER. If Bidder is an organization or entity, and not an individual, the District may require and Bidder shall furnish certified copies of its Articles of Incorporation, By-laws, Resolutions, and any other documentation that evidences both the authority of the signatory to execute a binding contract on behalf of the Bidder, and documentation that would prove that the bidding organization is a legal entity in good standing. The District reserves the right to request documentation establishing the legal standing, financial integrity and responsibility of the Bidder at any time after bid submission.

G. OTHER CONDITIONS OF SALE: Property is sold subject to the exclusions, exceptions, conditions and stipulations of record, including but not limited to any that may be contained in a title search prepared by the Title Company selected by the District to provide the title policy and closing of the sale. The conveyance will be by special warranty deed, in a form substantially similar to the "Draft" Special Warranty Deed attached hereto as **Exhibit 3**. The District does not expect any changes to the deed form, but reserves the authority to make changes based on the final title search, policy and/or commitment. Bidders are strongly encouraged to inspect the premises prior to submitting a bid, and to carefully review the terms of Earnest Money Contract and all information in the Bid Package.

H. NO MINERALS: The District will reserve any and all mineral interests it may own in the Property. The conveyance is of the surface rights only. All oil, gas, and other mineral interests are reserved.

I. 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 requiring a clarification or interpretation of the Bid Package shall make a written request stating the precise question to be answered to **Lisa Meysembourg, Superintendent (lisa.m@woodvilleeagles.org)**. Any question must be received at the email address stated above no later than **12:00 Noon, CST on Friday, May 3, 2024.** Any interpretation, correction, or change of the Bid Package will be made by written Addenda up until **4:00 PM, CST on Friday, May 3, 2024,** which will be available at the District Administration offices during regular business hours, 505 N. Charlton Street, Woodville, Texas 75978.

J. Bidders are solely responsible for checking and verifying any such addenda prior to submission of their bid. Interpretations, comments, corrections or changes of the Bid Package made in any other manner will not be binding upon the District, and Bidders shall not rely upon such interpretations, corrections or changes.

[END OF BID INSTRUCTIONS]

Exhibit 1.1A
Legal Description of Real Property

0657 J. WHEAT BLOCK 34 9 & 9A ACRES 0.5400

Property Address
210 Dogwood Street
Woodville, Texas 75979

Tyler County CAD Property ID: 24281

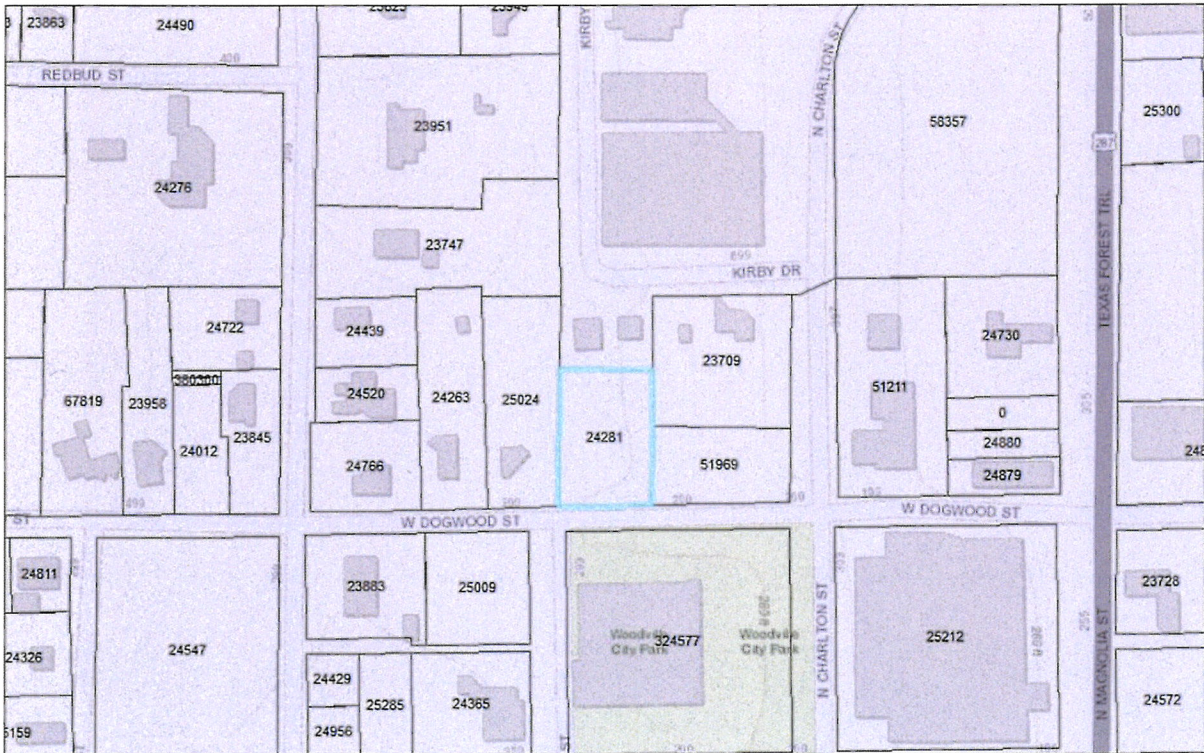


Exhibit 1.1B

Legal Description of Real Property

A-657 J. Wheat Survey ACRES 0.673

Property Address
 505 N Charlton Street
 Woodville, Texas 75979

Tyler County CAD Property ID: 51213

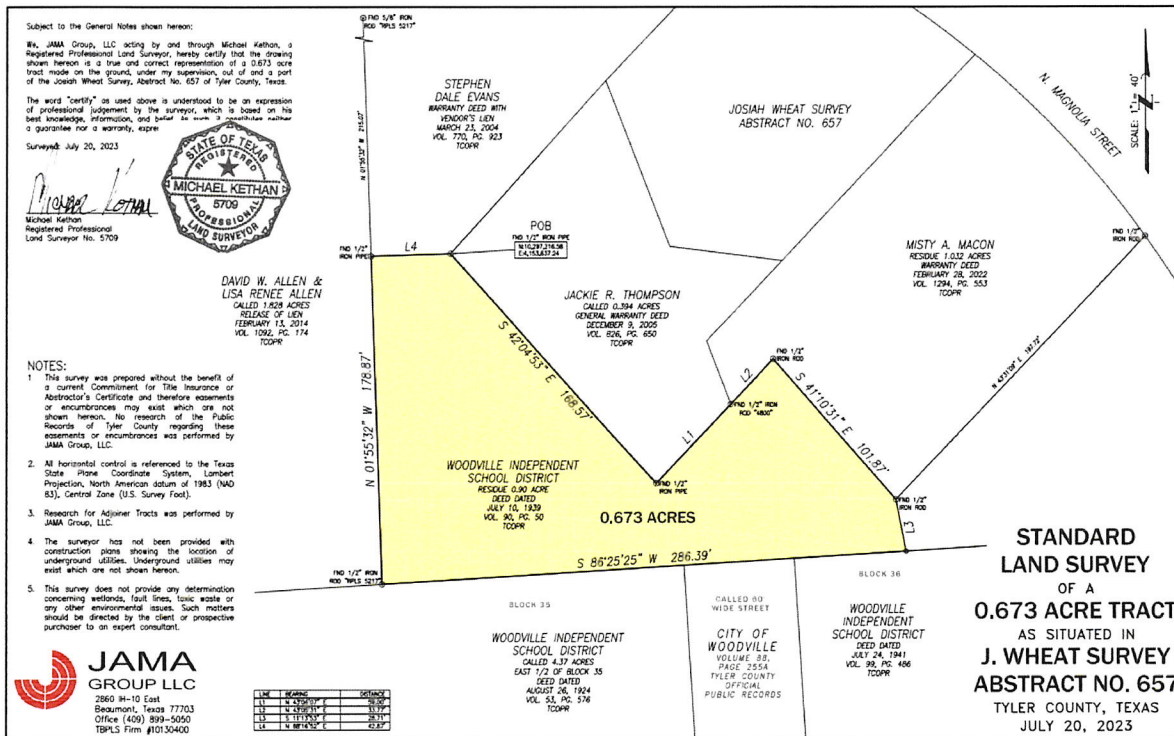


Exhibit 1.1C Legal Description of Real Property

A0364 R HOOKER, ACRES 25.608

Property Address
2245 Hwy 190 E
Woodville, Texas 75979

Tyler County CAD Property ID: 58106

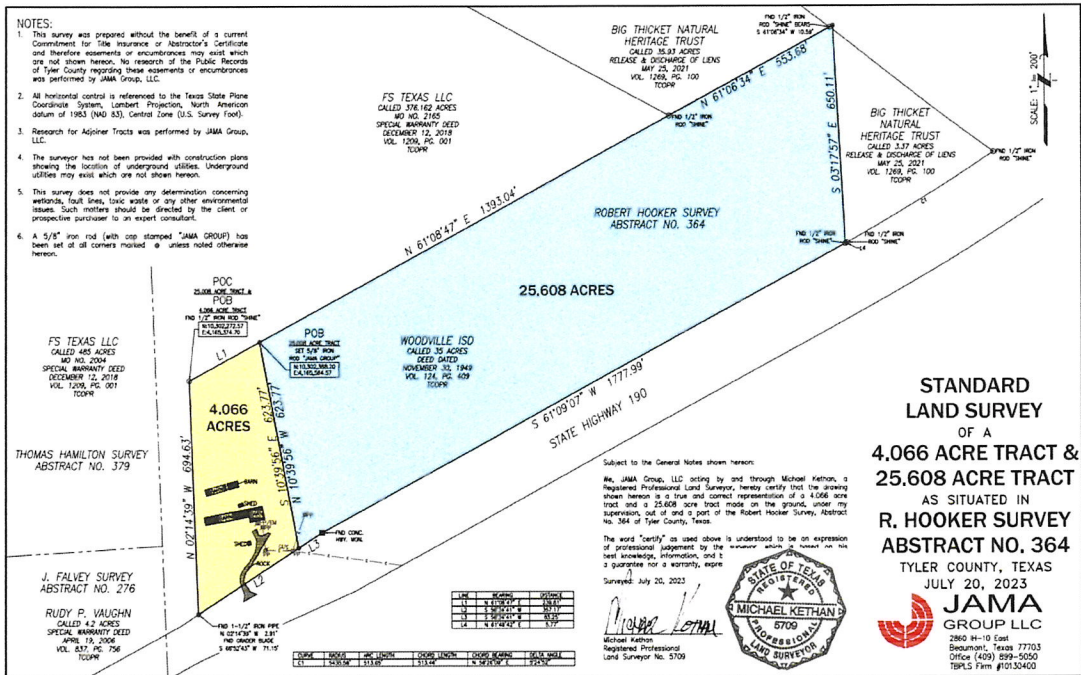


Exhibit 2

EARNEST MONEY CONTRACT

This Earnest Money Contract (“the Contract”) is made by and between WOODVILLE INDEPENDENT SCHOOL DISTRICT (“Seller”) and [*Buyers full legal name*] _____, (“Buyer”), upon the following terms and conditions.

1. Purchase and Sale. Subject to the terms of this Contract, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, a tract of land located at [*Property Address*] _____, Woodville, Tyler County, Texas, together with all improvements thereon, including but not limited to a structure permanently affixed thereto, and all rights, privileges and appurtenances pertaining thereto, including but not limited to, water rights, claims and permits, easements, all rights and obligations of applicable government programs and cooperative memberships, subject to Buyer’s approval of the following exceptions, reservations, conditions and restrictions, if any, as they may appear in the Preliminary Title Policy: minerals, royalties and/or timber interest; mineral leases; surface leases; easements; deed restrictions; or others so described. Seller does not convey any mineral rights to Buyer on the Property. The Property will be more specifically described by metes and bounds in the Special Warranty Deed using the survey provided by Seller, or if one is obtained by Buyer, then the new survey obtained by Buyer.

2. Purchase Price. The “Purchase Price” of the Property shall be the sum of [*Purchase Price in Words*] _____ [*Purchase Price in Numbers*] \$ _____. The earnest money deposit in the sum of five hundred dollars (\$500.00) (the “Earnest Money”) is tendered herewith by Buyer to Seller to be deposited with Tyler County Title (“Title Company”). If bid is accepted, the earnest money deposit is not refundable and shall be credited to the Purchase Price at the Closing Date set forth below.

3. Payment of Purchase Price. The Purchase Price shall be payable as a lump sum in cash at Closing. Within sixty (60) days after the Seller awards Buyer as the winning bid, Buyer shall provide to Seller proof satisfactory to Seller that Buyer is financially qualified to purchase the Property (e.g., bank letter or other assurance from a lender). Failure to do so is a material breach of this Contract.

4. Title Policy and Preliminary Title Report. Buyer shall obtain, at its own expense, an Owners’ Policy of Title Insurance (“Title Policy”) issued by the Title Company. From the date of receipt of the Earnest Money by the Title Company, Title Company shall with due diligence prepare and issue to both Seller and Buyer a preliminary title report (the “Title Report”) concerning the Property. The Title Policy shall guarantee

Buyer's title to the Property to be good and indefeasible subject only to: (i) accepted restrictive covenants and easements affecting the Property, (ii) any discrepancies, conflicts or shortages in area or boundary lines or any encroachments, or any overlapping of improvements, (iii) all taxes, if any, for the current and subsequent years, and subsequent assessments for prior years due to a change in land usage or ownership, (iv) any existing building and zoning ordinances, (v) rights of parties in possession, (vi) any liens created or assumed as security for the sale consideration, and (vii) any reservations or exception permitted by the Deed. Seller shall furnish tax statements indicating no delinquent taxes and a Special Warranty Deed conveying title subject only to liens securing payment of debt created or assumed as part of the consideration, taxes for the current year and easements, restrictions, and conditions permitted by this Contract or otherwise acceptable to Buyer.

5. Procedures for Objections to Title. Buyer shall give Seller written notice on or before the expiration of twenty (20) days after Buyer receives the Title Report, that the condition of title, as set forth in the Title Report, is not satisfactory, and in such event Seller may, but shall not be required to, promptly make all reasonable efforts to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller (i) fails or is unable to eliminate such exceptions to title to the reasonable satisfaction of Buyer within seven (7) days prior to the date of Closing, or (ii) provides written notice to Buyer of Seller's unwillingness to remove an objection to title within seven (7) days prior to the date of Closing, Buyer, at its option, may terminate this Contract without liability to Seller (including the return of the Earnest Money) by providing Seller with written notice of same prior to Closing, in which event the Earnest Money shall be returned to Buyer, as Buyer's sole remedy. Buyer may also, at its option, waive any unacceptable matters and require that Seller proceed to Closing by providing Seller with written notice of same.

6. Survey. Seller has had the property surveyed by metes and bounds through a registered professional land surveyor. The most recent surveys were conducted in July 2023 and are attached as **Exhibit A**.

7. Property Condition. As a material part of the consideration for this Agreement, Buyer accepts the Property "AS IS AND WHERE IS, WITH ANY AND ALL LATENT AND PATENT DEFECTS AND FAULTS." THERE IS NO WARRANTY OF ANY KIND BY THE DISTRICT, INCLUDING THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE, EXCEPT THE LIMITED WARRANTIES OF TITLE WHICH MAY BE CONTAINED IN THE BID PACKET. IN ADDITION, THE PROPERTY WILL BE SOLD SUBJECT TO THE CONDITIONS, EXCEPTIONS AND RESERVATIONS CONTAINED IN THIS BID PACKAGE AND SUBJECT TO ALL RECORDED INTERESTS. Seller agrees to remove any and all personal property items, if any, located inside and around the building structures on the Property before the Closing Date. After the Closing Date, Seller is not permitted reentry into the Property for any purpose, including the retrieval of said personal items. Failure to abide by this provision will be construed as a trespass by the Buyer.

8. Closing Date. The closing of the sale (“Closing Date”) shall occur on or before sixty (60) days from the date of the last signature hereon, or within thirty (30) days after objections to title have been cured and all the terms and conditions herein have been satisfied, whichever is later. The closing will be held at the offices of the Title Company.

9. Possession. Possession of the Property shall be conveyed to Buyer at closing.

10. Sales Expenses to be Paid in Cash at or Prior to Closing.

A. Seller’s Expenses. Seller shall pay for all costs of releasing existing loans, liens and the cost to record such releases, if any.

B. Buyer’s Expenses. Buyer shall pay Deed recording fees; any escrow fee; copies of restrictions, easements, reservations or conditions affecting the Property; and other expenses agreed to herein.

11. Prorations. The following expenses, if applicable, will be prorated to the Date of Closing - assessments, current taxes, and any rents and maintenance fees.

12. Default. If Buyer fails to comply herewith, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller is unable, without fault, to deliver Title Policy required herein within the time herein specified, Buyer may either terminate this Contract and receive return of the Earnest Money as the sole remedy or extend the time up to (30) days. If the Seller fails to comply herewith for any other reason, Buyer may: (i) terminate this Contract and receive the Earnest Money, thereby releasing Seller from this Contract; (ii) enforce specific performance of the Contract; or (iii) seek such other relief as may be provided by law.

13. Attorney’s Fees. Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party, but only to the extent allowed by Texas law.

14. Escrow. The Title Company as Escrow Agent: (i) does not assume or have any liability for performance or non-performance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided herein. At closing, Earnest Money shall be applied to the Purchase Price. In preparation for closing, the Escrow Agent may incur actual expenses on behalf of Seller or Buyer; therefore, any refund or payment of the Earnest Money under this Contract shall be reduced by the amount of any actual

expenses incurred on behalf of the party receiving the Earnest Money, and the Escrow Agent will pay the same to the creditors entitled thereto.

15. Representations. Seller represents that on Closing Date: (i) all assumed loans(s) will not be in default, and (ii) unless securing payment of any deferred consideration, there will be no unrecorded liens or Uniform Commercial Code liens against any of the Property which will not be satisfied out of the Sale Price. If any representation above is untrue, this Contract may be terminated by Buyer and Earnest Money shall be refunded without delay. All representations in this Contract shall survive closing.

16. Inspections. Buyer and Buyer's agents may enter the Property before the Closing Date to inspect it, as long as they do not unreasonably interfere with existing activities on or occupants of the Property. Buyer agrees to abide by reasonable entry rules imposed by Seller.

17. Casualty Loss. If any part of the Property is damaged or destroyed by fire or other casualty, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by Closing Date; and if Seller is unable to do so without fault, this Contract shall terminate at Buyer's option and Earnest Money shall be refunded.

18. Assignment of Contract. This Contract is not assignable by Buyer or Seller, unless agreed to in a separate writing.

19. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas. Venue for any action under this Contract shall be in Tyler County, Texas.

20. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, representatives, successors and assigns.

21. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Contract.

22. Time of the Essence. Except as expressly stated otherwise, time is of the essence with respect to the performance of all obligations provided in the Contract and the consummation of all transactions contemplated by it.

23. Prior Agreements Superseded. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within matter.

24. Headings. The headings of sections or paragraphs are for purposes of convenient reference only. Headings shall not be construed to alter the meaning of any provision of this Contract.

25. Agreement of Parties. This Contract contains the entire agreement of the parties and cannot be changed except by their written consent.

26. Consult Your Attorney. This is intended to be a legally binding contract. READ IT CAREFULLY. If you do not understand the effect of any part, consult your attorney BEFORE signing.

AGREED:

SELLER:

WOODVILLE INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
LISA MEYSEMBOURG
Superintendent, Woodville ISD

AGREED:

BUYER: _____
[Buyer's Full Legal Name, Printed]

By: _____ Date: _____
[Signature]

**Exhibit 3
SPECIAL WARRANTY DEED**

STATE OF TEXAS

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§
§

COUNTY OF [REDACTED]

DATE: [REDACTED], 202[REDACTED]

GRANTOR: WOODVILLE INDEPENDENT SCHOOL DISTRICT

GRANTOR'S MAILING ADDRESS: 505 N. Charlton Street
Woodville, Texas 75979

GRANTEE:

GRANTEE'S MAILING ADDRESS:

CONSIDERATION: The sum of **TEN AND NO/100 DOLLARS**.

PROPERTY: All the real property located at **[Insert Property Address]** and more particularly described by metes and bounds in the attached **Exhibit 1**.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND SPECIAL WARRANTY:

This conveyance is made by GRANTOR and accepted by GRANTEE subject to the terms, conditions and provisions hereof and further subject to any and all valid and effective encumbrances, whether of record or not, affecting the Property, including but not limited to restrictions, covenants, conditions, rights-of-way, easements, leases, oil, gas and other mineral reservations, if any, previously reserved to any predecessor in title or heretofore transferred or assigned, affecting the above described Property.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS AND CONVEYS to Grantee and Grantee's successors or assigns forever, the Property, together with all and singular the rights and appurtenances thereto, SAVE AND EXCEPT any and all oil, gas and other mineral rights to the Property, and the following exceptions and/or conditions:

-

THIS PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS OR DEFECTS (BOTH PATENT AND LATENT), AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS OTHERWISE PROVIDED SPECIFICALLY HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF), WITH RESPECT TO: (1) 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; (2) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (3) 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; (4) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; and/or (5) 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.

[INTENTIONALLY LEFT BLANK]

GRANTOR binds GRANTOR and GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to GRANTEE and GRANTEE'S successors and assigns against GRANTOR, its heirs, assigns and those lawfully claiming under it, the same or any part thereof, when the claim is by, through, or under GRANTOR, but not otherwise, except as to the reservations from, exceptions to, and conditions of, conveyance and warranty set forth herein.

WITNESS MY HAND this [redacted] day of [redacted], 202[redacted].

GRANTOR:

WOODVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
Lisa Meysembourg
Superintendent, WISD

STATE OF TEXAS

§
§
§

COUNTY OF [redacted]

This instrument was acknowledged before me on this the [redacted] day of [redacted], 202[redacted] by Lisa Meysembourg in her capacity as Superintendent of the Woodville Independent School District.

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

GRANTEE

Exhibit 4.1A
SEALED BID OFFER FORM FOR PURCHASE OF
210 Dogwood Street, Woodville TX

Full Legal Name of Offeror: _____

Address: _____

Telephone: _____ Email: _____

If Bidder is a corporation or other entity, Bidder must attach the corporate resolution, partnership or other documents evidencing the authority of the entity to make this Bid, and the authority of the person(s) signing on behalf of the entity to act on behalf of the entity.

Bid Price: \$_____. To be paid by Bidder in cash or cashier's check to Woodville ISD at Closing as full payment for the Property.

Offeror consents to the terms of sale in the Bid Package except as noted below:

In submitting this Bid, Bidder certifies that:

- This Bid constitutes a firm offer to purchase the Property described as 210 Dogwood Street, Woodville as in the Public Notice of Sale of Real Property by Woodville ISD and Invitation to Submit Bids, on the terms stated in the Bid Documents, and Bidder understands that said offer shall be irrevocable for 60 days.
- The undersigned is authorized to bind the Bidder.
- The purchase price stated in this Bid has been arrived at independently by the Bidder. The Bidder has engaged in no consultation, communication or agreement with any competitor regarding said price, or any matter relating to such price, the purpose of which is to restrict competition.
- The Bidder complies, or agrees to comply, with all requirements set forth in the Bid Documents.
- The Bidder understands that this Bid will entitle the bidder to be considered as a potential purchaser of the Property from Seller, subject to the terms and conditions of the Bid Documents and contract terms agreeable to the Seller, and that Seller will determine, in its sole discretion, whether to accept all, part or none of Bidder's bid.

THIS OFFER SHALL REMAIN OPEN FOR 60 DAYS.

Offeror/Authorized Representative

Date

Exhibit 4.1B
SEALED BID OFFER FORM FOR PURCHASE OF
0.673 acres located at 505 North Charlton, Woodville TX

Full Legal Name of Offeror: _____

Address: _____

Telephone: _____ Email: _____

If Bidder is a corporation or other entity, Bidder must attach the corporate resolution, partnership or other documents evidencing the authority of the entity to make this Bid, and the authority of the person(s) signing on behalf of the entity to act on behalf of the entity.

Bid Price: \$_____. To be paid by Bidder in cash or cashier's check to Woodville ISD at Closing as full payment for the Property.

Offeror consents to the terms of sale in the Bid Package except as noted below:

In submitting this Bid, Bidder certifies that:

- This Bid constitutes a firm offer to purchase the Property described as 0.673 acres located at 505 North Charlton, Woodville as in the Public Notice of Sale of Real Property by Woodville ISD and Invitation to Submit Bids, on the terms stated in the Bid Documents, and Bidder understands that said offer shall be irrevocable for 60 days.
- The undersigned is authorized to bind the Bidder.
- The purchase price stated in this Bid has been arrived at independently by the Bidder. The Bidder has engaged in no consultation, communication or agreement with any competitor regarding said price, or any matter relating to such price, the purpose of which is to restrict competition.
- The Bidder complies, or agrees to comply, with all requirements set forth in the Bid Documents.
- The Bidder understands that this Bid will entitle the bidder to be considered as a potential purchaser of the Property from Seller, subject to the terms and conditions of the Bid Documents and contract terms agreeable to the Seller, and that Seller will determine, in its sole discretion, whether to accept all, part or none of Bidder's bid.

THIS OFFER SHALL REMAIN OPEN FOR 60 DAYS.

Offeror/Authorized Representative

Date

Exhibit 4.1C
SEALED BID OFFER FORM FOR PURCHASE OF
25.608 acres located at 2245 Highway 190 East, Woodville

Full Legal Name of Offeror: _____

Address: _____

Telephone: _____ Email: _____

If Bidder is a corporation or other entity, Bidder must attach the corporate resolution, partnership or other documents evidencing the authority of the entity to make this Bid, and the authority of the person(s) signing on behalf of the entity to act on behalf of the entity.

Bid Price: \$ _____. To be paid by Bidder in cash or cashier's check to Woodville ISD at Closing as full payment for the Property.

Offeror consents to the terms of sale in the Bid Package except as noted below:

In submitting this Bid, Bidder certifies that:

- This Bid constitutes a firm offer to purchase the Property described as 25.608 acres located at 2245 Highway 190 East, Woodville as in the Public Notice of Sale of Real Property by Woodville ISD and Invitation to Submit Bids, on the terms stated in the Bid Documents, and Bidder understands that said offer shall be irrevocable for 60 days.
- The undersigned is authorized to bind the Bidder.
- The purchase price stated in this Bid has been arrived at independently by the Bidder. The Bidder has engaged in no consultation, communication or agreement with any competitor regarding said price, or any matter relating to such price, the purpose of which is to restrict competition.
- The Bidder complies, or agrees to comply, with all requirements set forth in the Bid Documents.
- The Bidder understands that this Bid will entitle the bidder to be considered as a potential purchaser of the Property from Seller, subject to the terms and conditions of the Bid Documents and contract terms agreeable to the Seller, and that Seller will determine, in its sole discretion, whether to accept all, part or none of Bidder's bid.

THIS OFFER SHALL REMAIN OPEN FOR 60 DAYS.

Offeror/Authorized Representative

Date