



ELECTRONIC RFP SUBMITTAL INSTRUCTIONS

Arlington Independent School District (AISD) will accept proposals through an online bidding system (IonWave) that conforms with state law and local policies.

All DEADLINES will be adhered to as written in the proposal.

AISD will not accept proposals via email. You must use the IonWave system.

Registration for Online System (Ionwave):

Please do this prior to the bid due date.

1. Follow the link, or go to <https://aisd.ionwave.net/Login.aspx>
2. You will need to complete the registration process.
3. The commodity you need to choose is **"Real Property"**.
4. Once registered, select the RFP you wish to respond.

If you have any issues with this process, please email one of the following people and someone will call you back with support (Please include – "Online Help" in the subject line):

Lisa Phillips – lphillip@aisd.net

Anna Bilodeau – abilodea@aisd.net

Proposal Response:

The online RFP has 5 tabs.

1. **Event Details** – Information about the RFP
2. **Attachments** – You will find copies of the specifications, response and required forms here.
3. **Attributes** – You will need to answer the questions provided here.
4. **Response Attachments** – This is where you will attach your response for submission.
5. **Response Submission** – Final step and signature for the submission.

RFP Upload Instructions:

1. **Each attachment must be smaller than 100MG.** Attachments **CANNOT** exceed this limitation.
2. On the tab "Response Attachments", you will see a place labeled for each attachment.
3. Please **name your files** for uploading in this format: **23-18_RFP_Name of Form_Name of Firm**
4. You can attach additional documents, if necessary.
5. Items marked as "Required" must be attached or the response will not be accepted by the system.
6. You will get a message verifying your response was accepted when everything is complete. At that time, you can also download and/or print your response for your records.

INSTRUCTIONS FOR BID PACKET

SALE OF REAL PROPERTY

RFP No. 23-18

The Arlington Independent School District is offering for sale the surface estate in an approximate 15.416 acre tract generally situated at 5200 Lake Ridge Road to include 2501 Lynn Road, 2912 Lynn Road, and 2914 Lynn Road in Grand Prairie, Texas, 75052, and more particularly described as:

BEING a tract of land located in the JUAN ARMENDARIS SURVEY, ABSTRACT No. 1766, City of Grand Prairie, Tarrant County, Texas and being a portion of that certain tract of land described in deed to Arlington Independent School District (ASID), recorded in Clerk's File No. D203196857 of the Official Public Records of Tarrant County, Texas and all those certain tracts of land described in deed to Arlington Independent School District (ASID), recorded in Clerk's File No. D207184969 of the Official Public Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found with yellow plastic cap stamped "BRITTAIN & CRAWFORD" in the Southwest boundary line of said AISD Tract, being the Northeast corner of Block 1, Lake Parks Amenity Center Addition, an addition to the City of Grand Prairie, Texas, according to the plat recorded in Cabinet A, Slide 9042 of the Plat Records of Tarrant County, Texas, and lying in the East right-of-way line of Lake Ridge Parkway (a variable width right-of-way) as described in Right-of-Way Deed for said Lake Ridge Parkway to the City of Grand Prairie, recorded in Clerk's File No. D211143326 of the Official Public Records of Tarrant County, Texas;

THENCE along the said East right-of-way line of Lake Ridge Parkway as follows:

NORTHEASTERLY, 83.76 feet along a Curve to the Left, having a radius of 1250.0 feet, a central angle of 03° 50' 21" and a chord bearing N 16° 12' 48" E, 83.74 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of another Curve to the Left;

NORTHEASTERLY, 150.70 feet along said Curve to the Left, having a radius of 761.67 feet, a central angle of 11° 20' 09" and a chord bearing N 14° 43' 50" E, 150.45 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of a Curve to the Right;

NORTHEASTERLY, 32.11 feet along said Curve to the Right, having a radius of 288.33 feet, a central angle of 06° 22' 48" and a chord bearing N 14° 25' 37" E, 32.09 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of a Curve to the Left;

NORTHEASTERLY, 62.53 feet along said Curve to the Left, having a radius of 311.67 feet, a central angle of 11° 29' 46" and a chord bearing N 11° 52' 08" E, 62.43 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

N 00° 18' 29" W, at 144.70 feet passing the Northeast corner of aforesaid Right-of-Way Deed, lying in the Easterly right-of-way line of aforesaid Lake Ridge Parkway (a variable width right-of-way) as described in Right-of-Way Deed for Lake Ridge Parkway and Camp Wisdom Road to the City of Grand Prairie, recorded in Volume 17225, Page 485 of the Official Public Records of Tarrant County, Texas and continuing in all a total distance of 195.40 feet along said right-of-way line to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" in the Southerly right-of-way line of said Camp Wisdom Road;

THENCE along the Southerly right-of-way line of said Camp Wisdom Road as follows:

N 44° 45' 01" E, 97.57 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294";

N 89° 45' 01" E, 176.66 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Left;

NORTHEASTERLY, 83.54 feet along said Curve to the Left, having a radius of 1190.00 feet, a central angle of 04° 01' 20" and a chord bearing N 87° 44' 22" E, 83.52 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

N 85° 43' 43" E, 99.74 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Right;

NORTHEASTERLY, 77.14 feet along said Curve to the Right, having a radius of 808.00 feet, a central angle of 05° 28' 12" and a chord bearing N 88° 27' 49" E, 77.11 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of another Curve to the Right;

SOUTHEASTERLY, 809.22 feet along said Curve to the Right, having a radius of 1070.00 feet, a central angle of 43° 19' 54" and a chord bearing S 67° 08' 07" E, 790.07 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

S 45° 28' 01" E, 10.31 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" in the Northerly right of way line of Bee Drive (a 50-foot wide right-of-way) according to the plat recorded in Clerk's File No. D210292443 of the Plat Records of Tarrant County, Texas;

THENCE along the said Northerly right-of-way line of Bee Drive as follows:

S 00° 28' 10" E, 28.28 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294";

S 44° 31' 50" W, 191.66 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Left;

SOUTHWESTERLY, 198.70 feet along said Curve to the Right, having a radius of 275.00 feet, a central angle of 41° 23' 55" and a chord bearing S 65° 13' 48" W, 194.40 feet to an "X" cut in concrete sidewalk at the End of said Curve;

S 85° 55' 45" W, 369.15 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Left;

SOUTHWESTERLY, 259.64 feet along said Curve to the Left, having a radius of 325.00 feet, a central angle of 45° 46' 24" and a chord bearing S 63° 02' 32" W, 252.79 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

S 40° 09' 26" W, 109.17 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Northeast corner of aforesaid Block 1, Lake Parks East Amenity Center Addition;

THENCE along the Northeast boundary line of said Block 1 as follows:

N 56° 05' 03" W, 203.43 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294";

N 67° 14' 01" W, 193.75 feet to the PLACE OF BEGINNING, containing 15.416 acres of land.

The precise acreage and boundaries have been determined by a current survey.

1. Offers must be submitted via the online bidding software, IonWave and must be received on or before 2:00 p.m. CST, Thursday, October 27, 2022.

BID PACKETS RECEIVED AFTER THIS DATE AND TIME CANNOT BE ACCEPTED. Bids must be accepted via the online system. EMAILS or FAXED PROPOSALS **WILL NOT BE ACCEPTED**. To be considered, responses must be received in the online system no later than the date and time indicated above. ARLINGTON ISD IS NOT RESPONSIBLE FOR NEGLIGENCE, ERROR, OR OTHER FAILURE. A SUBMISSION BY THE DEADLINE OR DELIVERY TO A LOCATION OTHER THAN THE METHOD SPECIFIED WILL NOT BE ACCEPTED.

2. The property is sold subject to any conditions, covenants, easements, mineral interests and restrictions of record in the Deed Records of Tarrant County, Texas.

3. The property and all existing improvements are sold AS IS AND WITH ALL FAULTS. AISD makes no representations or warranties whatever, express or implied, regarding the condition of the property. AISD further DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES as to the condition of the property and further DISCLAIMS THAT THE PROPERTY IS FIT OR SUITABLE FOR ANY PURPOSE OR USE INTENDED BY THE OFFEROR OR PURCHASER.

4. No personal property of AISD as may be located on, in, or about the property is included in this sale.

5. Additional terms of sale are included in the enclosed Earnest Money Contract Form. These terms may be waived or modified in the sole discretion of the District.

6. Conveyance of the property to the successful offeror shall be by special warranty deed.

7. A \$25,000.00 escrow deposit from the successful offeror is required as part of this transaction.

8. Offers will be evaluated by the Board of Trustees or its designee. The Board will accept the offer in the best interests of the District. The Board may consider any relevant factors affecting the interests of the District.

9. Bids will not be made public pending negotiations with the top ranked offeror.

10. Offerors should include a statement of their planned use of the property, and offerors may be required to appear before the Board of Trustees to discuss their planned use. AISD reserves the right to include in its deed reservations or restrictions regarding the future use of the property by offeror and successors.

13. This bid packet contains the following documents:

- Instructions for Bid Packet
- Sealed Bid Offer Form
- Earnest Money Contract Form
- AISD Policy GF (LOCAL)

EXHIBIT "A"

BEING a tract of land located in the JUAN ARMENDARIS SURVEY, ABSTRACT No. 1766, City of Grand Prairie, Tarrant County, Texas and being a portion of that certain tract of land described in deed to Arlington Independent School District (ASID), recorded in Clerk's File No. D203196857 of the Official Public Records of Tarrant County, Texas and all those certain tracts of land described in deed to Arlington Independent School District (ASID), recorded in Clerk's File No. D207184969 of the Official Public Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

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PUBLIC COMPLAINTS

GF
(LOCAL)

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint
Processes

Complaints by members of the public shall be filed in accordance with this policy, except that complaints concerning instructional resources shall first be filed in accordance with EF, with appeals submitted in accordance with GF after the relevant complaint process.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

**Freedom from
Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

PUBLIC COMPLAINTS

GF
(LOCAL)

Scheduling Conferences	The District shall make reasonable attempts to accommodate scheduling conflicts for hearings. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.
Response	At Levels One, Two, and Three, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
Days	"Days" shall mean District business days. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
Representative	<p>"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.</p> <p>The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint, including copies.

PUBLIC COMPLAINTS

GF
(LOCAL)

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Three following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Level Two administrator to appeal the Level One decision.

PUBLIC COMPLAINTS

GF
(LOCAL)

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level Two decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

PUBLIC COMPLAINTS

GF
(LOCAL)

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the Level Two administrator in reaching the Level Two decision.

The Level Three conference shall be an informal conference. The conference may be recorded. The purpose of the Level Three conference is to determine if any administrative resolution is available that the complainant and the administration can agree upon absent further appeal. If a resolution is agreed upon, then the appeal is concluded.

Absent extenuating circumstances, the Level Three administrator shall provide the individual a written response within ten days following the conference.

Recordings of the Level One, Level Two, and Level Three conferences, if any, shall be maintained with the Level One, Level Two, and Level Three records.

Level Four

If the individual did not receive the relief requested at Level Three or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the lower level appeals. The individual may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One record.

PUBLIC COMPLAINTS

GF
(LOCAL)

2. The Level Two record.
3. The notice of appeal from Level Two to Level Three.
4. The written response issued at Level Three and any attachments.
5. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.

EARNEST MONEY CONTRACT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Earnest Money Contract ("Contract") is made by and between ARLINGTON INDEPENDENT SCHOOL DISTRICT, of Arlington, Tarrant County, Texas, referred to as "Seller," and _____, of _____ referred to as "Buyer" upon the following terms and conditions.

ARTICLE I

Purchase and Sale

1.01. Subject to the terms of this Contract, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the SURFACE ESTATE ONLY of a tract of land containing approx. 15.416 acres, located in Tarrant County, Texas, more particularly described in Exhibit A attached ("Property").

1.02 RESERVATION FROM SALE. Seller reserves all its rights in the mineral estate of Property.

ARTICLE II

Purchase Price

2.1. The "Purchase Price" of the Property shall be the sum of _____ . Buyer shall deposit with the "Title Company" (as defined in Article V of this Contract), the sum of \$25,000.00 as earnest money to bind this sale (the "Earnest Money").

Payment of Purchase Price

2.2. The Purchase Price shall be payable in cash at Closing.

ARTICLE III

Condition of Title and Title Report and Survey

3.01. **Preliminary Title Report.** 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.

3.2 **Procedures for Objections to Title.** Buyer shall give Seller written notice on or before the expiration of 15 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 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, Buyer, at its option, may terminate this Contract without liability to Seller 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.

3.3 **Survey.** Seller will furnish Buyer a metes and bounds survey of the Property. If Buyer deems Seller's survey inadequate, Buyer may order a new survey at Buyer's sole cost and expense.

ARTICLE IV

Additional Conditions of Sale

In addition to the foregoing and subsequent terms and conditions, the following terms and conditions shall apply:

4.01. **Bidding Requirements.** Pursuant to Texas Local Government Code § 272.001, Seller is required by law to comply with the following requirements:

The Board shall publish in a newspaper of general circulation in the county where the land is located or in an adjoining county, if there is no such newspaper, a notice to the general public that the land is to be offered for sale or exchange, its description, its location, and the procedure under which sealed bids to purchase the land or offers to trade for the land may be submitted. Notice shall be so given on at least two separate occasions and no sale or exchange shall be made until after the 14th day after the last notice is published.

This Contract is contingent on Seller's compliance with these legal requirements.

42 **No Warranties.** Buyer represents and acknowledges that by the Closing Date, Buyer shall have fully informed and satisfied itself as to all matters relevant to the acquisition, use, and development of the Property, including, without limitation, all environmental matters with respect to the Property.

EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING IN WHOLE OR IN PART ON ANY STATEMENT MADE OR INFORMATION OR DOCUMENTATION PROVIDED BY OR ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND, TYPE, CHARACTER, OR NATURE WHATSOEVER, MADE OR FURNISHED BY SELLER, ITS AGENTS, ADMINISTRATORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, ATTORNEYS, TRUSTEES, OR OTHER AFFILIATES.

EXCEPT FOR ANY WARRANTY OF TITLE CONTAINED IN THE DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) THE PROPERTY IS SOLD BY SELLER AND PURCHASED AND ACCEPTED BY BUYER ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION THAT MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE ON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY SELLER, OR ANYONE ACTING ON SELLER'S BEHALF, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) BUYER HAS, OR WILL HAVE BEFORE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT THAT BUYER MAY DEEM NECESSARY IN ORDER TO FULLY EVALUATE THE PROPERTY; AND (C) BUYER IS RELYING SOLELY ON SUCH INSPECTIONS,

EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER IN PURCHASING THE PROPERTY. EXCEPT FOR THOSE MATTERS EXPRESSLY STATED IN THIS CONTRACT AND ANY ATTACHMENTS, SELLER HAS NO (AND BUYER WAIVES ANY) OBLIGATION TO DISCLOSE ANY AND ALL MATERIAL FACTS REGARDING THE PROPERTY, REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY BUYER. TO THE GREATEST EXTENT ALLOWED BY LAW, SELLER SPECIFICALLY — WITHOUT LIMITATION — DISCLAIMS ANY AND ALL LIABILITY OR WARRANTY FOR ANY CONSTRUCTION DEFECTS.

43 **Environmental Matters.** After Closing, as between Buyer and Seller, the risk of liability or expense for environmental problems affecting the Property will be Buyer's absolute responsibility, regardless of whether such environmental problems existed or were known or unknown at Closing.

BUYER HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS MAY EXIST ON THE PROPERTY AND HEREBY RELEASES SELLER FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS, OR EXPENSES THAT COULD ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. BUYER FURTHER AGREES TO PROTECT, RELEASE, DEFEND, INDEMNIFY, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, DAMAGES, ACTIONS, SUITS, LIABILITY, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND EXPENSES FOR THE DEFENSE THEREOF, ARISING FROM ANY ENVIRONMENTAL PROBLEMS, INCLUDING, WITHOUT LIMITATION, LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

The above provisions shall be included in the deed to the Buyer, with appropriate modification of terms as the context may require.

44 **No Other Commissions.** Except for any commission payable to Peyco Southwest Realty, Inc. of 6% on the first \$1,000,000 of transaction and then 4% of any amount above \$1,000,000 (if co-brokered) and 4% on the first \$1,000,000 of the transaction and then 2% on any amount over \$1,000,000 (if there is no Buyer broker), Buyer and Seller each represent and warrant to the other that no real estate broker or agent has been used or consulted by such representing party in connection with the negotiation or execution of this Contract or the purchase and sale of the

Property. **BUYER AGREES THAT BUYER WILL DEFEND, INDEMNIFY, AND HOLD THE SELLER HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, AND ACTIONS BY THIRD PARTIES FOR BROKERAGE, COMMISSION, FINDER'S, OR OTHER FEES RELATIVE TO NEGOTIATION OR EXECUTION OF THIS CONTRACT OR THE PURCHASE AND SALE OF THE PROPERTY, AND ANY COURT COSTS, ATTORNEYS' FEES, OR OTHER COSTS OR EXPENSES ARISING THEREFROM, ALLEGED TO BE CAUSED BY THE INDEMNIFYING PARTY'S ACTS.**

Seller and Buyer agree that all brokerage commissions for the sale of the Property are governed by agreements outside this Earnest Money Contract.

45 **No Waiver.** Buyer expressly understands that Seller is a political subdivision of the State of Texas, and nothing in this Contract will be construed as a waiver or relinquishment by Seller of its right to claim such exemptions, privileges, and immunities as may be provided by law.

46 **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.

47 **DTPA.** Buyer acknowledges and agrees, on its own behalf and on behalf of any permitted assigns and successors of Buyer hereafter, that the Texas Deceptive Trade Practices-Consumer Protection Act, Subchapter E of Chapter 17 of the Texas Business and Commerce Code (the "DTPA"), is not applicable to this transaction. Accordingly, Buyer's rights and remedies with respect to the transaction contemplated under this Contract, and with respect to all acts or practices of the Seller — past, present, and future — in connection with such transaction, shall be governed by legal principles other than the DTPA.

ARTICLE V

Closing

5.01. The Closing shall be held at Lawyer's Title Company, 1400 W. Abram St., Arlington,, Tarrant County, Texas, ("Title Company"). Closing shall be on or before _____ or at such time, date, and place as Seller and Buyer may agree upon (which date is "Closing").

5.2 At the Closing, Buyer shall pay Seller the amount of the Purchase Price as provided above, and Seller will execute and deliver to Buyer a SPECIAL WARRANTY DEED conveying title to the Property to Buyer, which deed shall conform to the provisions of this Contract. The deed will also exclude from the warranty of title any specific exceptions from title coverage that may be identified on Schedule B of the title commitment for the Property.

5.3 Title Company shall deliver to Buyer, at Buyer's sole expense, a Texas Owner's Title Policy issued by a title insurance company acceptable to Buyer in Buyer's favor in the full amount of the Purchase Price, insuring Buyer's fee simple title to the Property, subject to those title exceptions appearing in the Policy including the standard printed exceptions contained in the usual form of the Texas Owner's Title Policy.

5.4 **Closing Costs.** The following costs and expenses of Closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Owner's Title Policy:	Buyer
Escrow fee:	Seller and Buyer equally
Survey costs:	Buyer for new survey if requested
Filing fees:	Seller for release of liens, if any; Buyer for all other documents required to be recorded
Attorney's fees:	Seller and Buyer to their respective attorneys
General Real Estate Taxes:	There shall be no property tax proration as a part of this transaction. Seller is a political subdivision of the state of Texas and has no ad valorem tax

liability. Seller assumes no responsibility for any outstanding taxes as may be due from its predecessors in interest. Roll back Taxes: Any roll back taxes as may become due as a result of a change in use of the Property or on any other basis are not the responsibility of Seller.

5.5 The failure of this transaction to close on the date for Closing, unless extended by mutual agreement of the parties, shall effect an automatic termination of this contract, and the Earnest Money shall be paid to Buyer or Seller as elsewhere provided herein.

ARTICLE VI

Earnest Money

6.01. At the Closing, Buyer's Earnest Money shall be paid over to Seller and applied to the Purchase Price.

ARTICLE VII

Breach By Seller

7.01. In the event Seller shall fail to consummate the sale of the Property in violation of Seller's obligation to do so, and Buyer is not in default, Buyer may (i) enforce specific performance as its sole remedy against Buyer; or (ii) terminate this Contract and receive the Earnest Money as liquidated damages, thereby releasing the parties from this Contract.

ARTICLE VIII

Breach by Buyer

8.01 In the event Buyer should fail to consummate the purchase of the Property, Buyer is in default, and Seller shall have the right to be paid the Earnest Money, for the failure of Buyer to perform the duties imposed upon it by the terms and provisions of this Contract, or Seller may enforce specific performance of this Contract against Buyer at its discretion.

ARTICLE IX

Miscellaneous

9.1 This Contract is subject to the following additional terms and conditions:

a. **Assignment of Contract.** This Contract is not assignable by Buyer or Seller.

b. **Survival of Covenants.** Representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, which are expressly provided in this Contract to survive Closing or that pertain to a period of time following Closing, shall survive Closing and shall remain enforceable and binding under this Contract.

c. **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 Tarrant County, Texas.

d. **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.

e. **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.

f. **Attorneys' Fees and Legal Expenses.** Should either party institute any action or proceeding in court to enforce any provision of the Contract or for damages by reason of any alleged breach of any provision of this Contract or for any other remedy, only the Seller as the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and

all court and other costs incurred in connection with said proceeding.

g. **Disputes.** Buyer agrees to fully exhaust its administrative remedies under the Seller's Policy GF (LOCAL) before seeking judicial relief of any type, as permitted by this Contract, in connection with any matter related to this Contract. A copy of this policy is attached hereto and incorporated herein as Exhibit "A-1." The timelines under Policy GF (LOCAL) are amended for purposes of this Agreement as follows: Buyer's complaint must be reduced to writing and filed with the appropriate administrator of Arlington ISD within 90 days of the event or action that is the subject of the complaint.

h. **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto. When the context requires, singular nouns and pronouns include the plural.

i. **Calculation of Dates and Times.** Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday under the laws of the State of Texas, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., Central Standard Time.

j. **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.

k. **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.

l. **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.

m. **Approval.** This Contract is subject to approval of the Arlington Independent School District Board of Trustees.

n. **Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract.

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

p. **No Waiver.** Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to the Seller or any past or present trustee, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

EFFECTIVE as of the date of delivery and receipt of a fully executed original of this Contract and Earnest Money to the Title Company.

SIGNATURE PAGE FOLLOWS

SELLER:

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: _____

DATE: _____

Title: _____

BUYER:

By: _____

DATE: _____

Authorized Representative of

(Type or print name of authorized representative)

(Title of authorized representative)

Receipt of a fully executed original of the Contract and earnest money in the amount of \$_____is acknowledged.

LAWYERS TITLE COMPANY

By:_____

Time:_____

Date:_____

EXHIBIT "A"

BEING a tract of land located in the JUAN ARMENDARIS SURVEY, ABSTRACT No. 1766, City of Grand Prairie, Tarrant County, Texas and being a portion of that certain tract of land described in deed to Arlington Independent School District (ASID), recorded in Clerk's File No. D203196857 of the Official Public Records of Tarrant County, Texas and all those certain tracts of land described in deed to Arlington Independent School District (ASID), recorded in Clerk's File No. D207184969 of the Official Public Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found with yellow plastic cap stamped "BRITTAIN & CRAWFORD" in the Southwest boundary line of said AISD Tract, being the Northeast corner of Block 1, Lake Parks Amenity Center Addition, an addition to the City of Grand Prairie, Texas, according to the plat recorded in Cabinet A, Slide 9042 of the Plat Records of Tarrant County, Texas, and lying in the East right-of-way line of Lake Ridge Parkway (a variable width right-of-way) as described in Right-of-Way Deed for said Lake Ridge Parkway to the City of Grand Prairie, recorded in Clerk's File No. D211143326 of the Official Public Records of Tarrant County, Texas;

THENCE along the said East right-of-way line of Lake Ridge Parkway as follows:

NORTHEASTERLY, 83.76 feet along a Curve to the Left, having a radius of 1250.0 feet, a central angle of 03° 50' 21" and a chord bearing N 16° 12' 48" E, 83.74 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of another Curve to the Left;

NORTHEASTERLY, 150.70 feet along said Curve to the Left, having a radius of 761.67 feet, a central angle of 11° 20' 09" and a chord bearing N 14° 43' 50" E, 150.45 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of a Curve to the Right;

NORTHEASTERLY, 32.11 feet along said Curve to the Right, having a radius of 288.33 feet, a central angle of 06° 22' 48" and a chord bearing N 14° 25' 37" E, 32.09 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of a Curve to the Left;

NORTHEASTERLY, 62.53 feet along said Curve to the Left, having a radius of 311.67 feet, a central angle of 11° 29' 46" and a chord bearing N 11° 52' 08" E, 62.43 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

N 00° 18' 29" W, at 144.70 feet passing the Northeast corner of aforesaid Right-of-Way Deed, lying in the Easterly right-of-way line of aforesaid Lake Ridge Parkway (a variable width right-of-way) as described in Right-of-Way Deed for Lake Ridge Parkway and Camp Wisdom Road to the City of Grand Prairie, recorded in Volume 17225, Page 485 of the Official Public Records of Tarrant County, Texas and continuing in all a total distance of 195.40 feet along said right-of-way line to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" in the Southerly right-of-way line of said Camp Wisdom Road;

THENCE along the Southerly right-of-way line of said Camp Wisdom Road as follows:

N 44° 45' 01" E, 97.57 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294";

N 89° 45' 01" E, 176.66 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Left;

NORTHEASTERLY, 83.54 feet along said Curve to the Left, having a radius of 1190.00 feet, a central angle of 04° 01' 20" and a chord bearing N 87° 44' 22" E, 83.52 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

N 85° 43' 43" E, 99.74 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Right;

NORTHEASTERLY, 77.14 feet along said Curve to the Right, having a radius of 808.00 feet, a central angle of 05° 28' 12" and a chord bearing N 88° 27' 49" E, 77.11 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of another Curve to the Right;

SOUTHEASTERLY, 809.22 feet along said Curve to the Right, having a radius of 1070.00 feet, a central angle of 43° 19' 54" and a chord bearing S 67° 08' 07" E, 790.07 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

S 45° 28' 01" E, 10.31 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" in the Northerly right of way line of Bee Drive (a 50-foot wide right-of-way) according to the plat recorded in Clerk's File No. D210292443 of the Plat Records of Tarrant County, Texas;

THENCE along the said Northerly right-of-way line of Bee Drive as follows:

S 00° 28' 10" E, 28.28 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294";

S 44° 31' 50" W, 191.66 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Left;

SOUTHWESTERLY, 198.70 feet along said Curve to the Right, having a radius of 275.00 feet, a central angle of 41° 23' 55" and a chord bearing S 65° 13' 48" W, 194.40 feet to an "X" cut in concrete sidewalk at the End of said Curve;

S 85° 55' 45" W, 369.15 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Left;

SOUTHWESTERLY, 259.64 feet along said Curve to the Left, having a radius of 325.00 feet, a central angle of 45° 46' 24" and a chord bearing S 63° 02' 32" W, 252.79 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

S 40° 09' 26" W, 109.17 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Northeast corner of aforesaid Block 1, Lake Parks East Amenity Center Addition;

THENCE along the Northeast boundary line of said Block 1 as follows:

N 56° 05' 03" W, 203.43 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294";

N 67° 14' 01" W, 193.75 feet to the PLACE OF BEGINNING, containing 15.416 acres of land.