

# NORTH TEXAS MUNICIPAL WATER DISTRICT

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Sale of One (1) Individual Tract of Land Owned by North Texas Municipal Water District in Allen, Texas

Bids Due 2:00 PM Local Time  
September 13, 2024



**INCLUDED:**

1. Instruction to Bidders
2. Plat of Tract 1
3. Bid Form
4. Indemnity Agreement
5. Form of Contract

## **INVITATION TO BID**

Sealed bids for the sale of one (1) tract of land owned by the North Texas Municipal Water District in Allen, Texas must be submitted electronically in Bonfire at [ntmwd.bonfirehub.com](https://ntmwd.bonfirehub.com) no later than 2:00 PM CDT pm on September 13, 2024 to be accepted. The one (1) tract is described more particularly in the bid packet but are generally described as:

1. That certain 0.7686 acre tract of land, Lot 3, Block A, along Exchange Parkway in Allen, Texas, as described in the plat by Traverse Land Surveying, LLC, dated May 25, 2023.

Bid documents may be obtained at [ntmwd.bonfirehub.com](https://ntmwd.bonfirehub.com), at the NTMWD Administration Building at 501 E Brown St Wylie, TX 75098 during regular business hours Monday through Friday, or by calling Garrett Murphee, Real Estate Manager, NTMWD at 972-442-5405.

All questions regarding this bid shall be submitted in writing, through [ntmwd.bonfirehub.com](https://ntmwd.bonfirehub.com) no later than 2:00 pm on August 30, 2024. Questions received after the deadline shall not be answered.

The North Texas Municipal Water District reserves the right to: 1) reject all bids, 2) to waive formalities, and 3) to reject nonconforming, nonresponsive, or conditional bids.

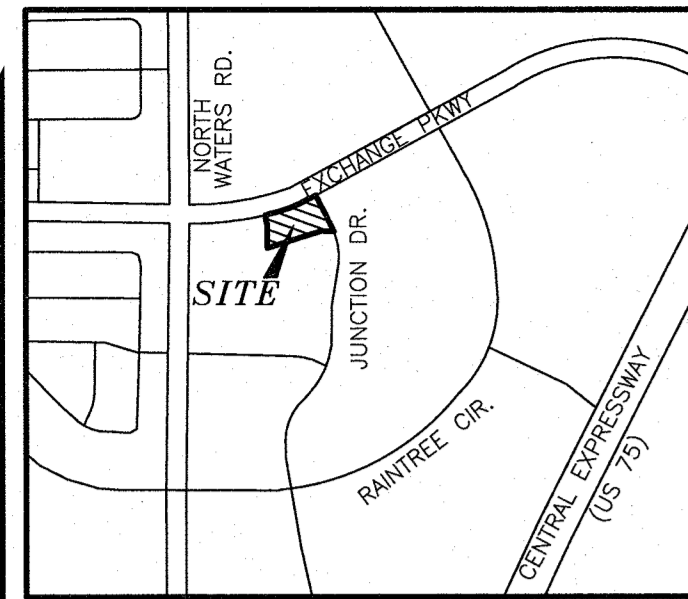
### **NORTH TEXAS MUNICIPAL WATER DISTRICT**

By     /s/ George Crump  
          President, Board of Directors

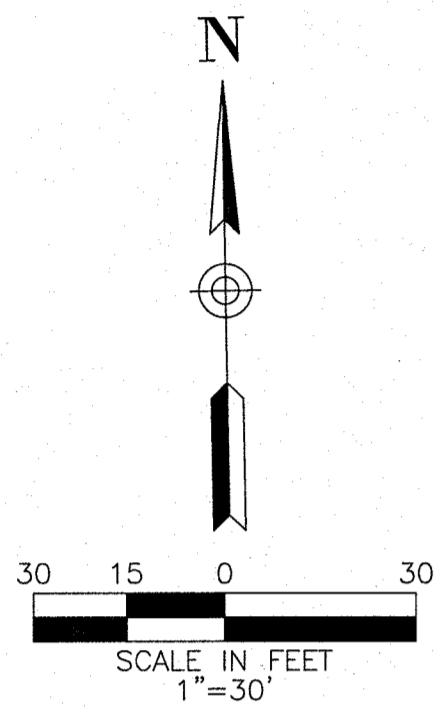
# North Texas Municipal Water District

## Instruction to Bidders

1. Bids consist of a fully completed and signed Bid Form, Indemnity Agreement, and Purchase and Sale Agreement. Bids shall be submitted online to Bonfire at [ntmwd.bonfirehub.com](http://ntmwd.bonfirehub.com).
2. Bidder shall fill in all requested information in the blanks provided on each document. Failure to fully complete the requested forms may result in rejection of the bid.
3. **No additional bid conditions or exceptions are allowed. Any alteration to the bid document, inclusion of new terms, or exceptions to bid conditions may result in rejection of the bid.**
4. The property shall be sold under the terms and conditions of the Purchase and Sale Agreement included in the bid packets. Material Terms of the Contract may not be changed, altered, or modified. Within five (5) business days of being declared the successful bidder, the successful bidder(s) will be required to deposit the earnest money with the Title Company and provide evidence acceptable to the District that the bidder is ready, willing and financially able to close the Contract by the closing date. Failure to fully comply with each of the above requirements may result in the forfeiture of the bid even though the bidder was declared the successful bidder on the Property.
5. Bidders have the right to inspect the property beginning on the date the bid package is received by Bidder until three (3) days prior to bid opening (September 13, 2024). Bidders shall be required to execute the Indemnity agreement provided herein and comply with the terms of inspection contained therein prior to entering the Property. Results of any due diligence not completed during the above period will not relieve the successful bidder of the obligation to purchase the property under the terms of the Contract. This Property is being sold AS IS WHERE IS without any warranty or representation as set forth more fully in the Contract.
6. NTMWD reserves the right to reject any or all bids or parts of bids and waive formalities.
7. NTMWD shall select the purchaser(s) to the bidder(s) whose evaluation by NTMWD indicates the selection to be in the best interest of NTMWD.
8. Bidders questions regarding the preparation of bids shall submit questions to [ntmwd.bonfirehub.com](http://ntmwd.bonfirehub.com) prior to August 30, 2024, at 5 PM CDT. Nothing provided orally shall in any way modify the terms and conditions of the bidding documents or specifications unless made in writing by way of a formal written notice of addendum published by NTMWD.
9. In case of a discrepancy between the unit price and the extension, the price more advantageous to NTMWD will be taken.
10. **ALL BIDS MUST BE SIGNED BY HAND.**

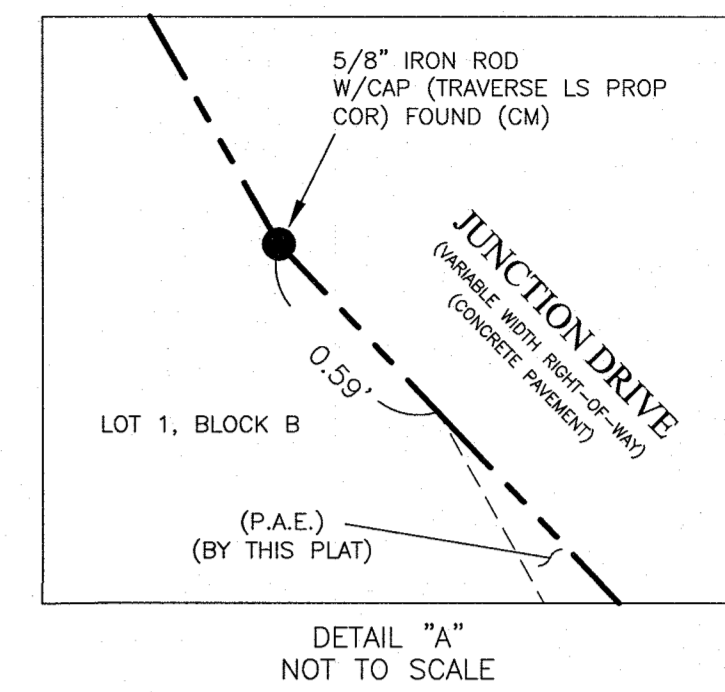
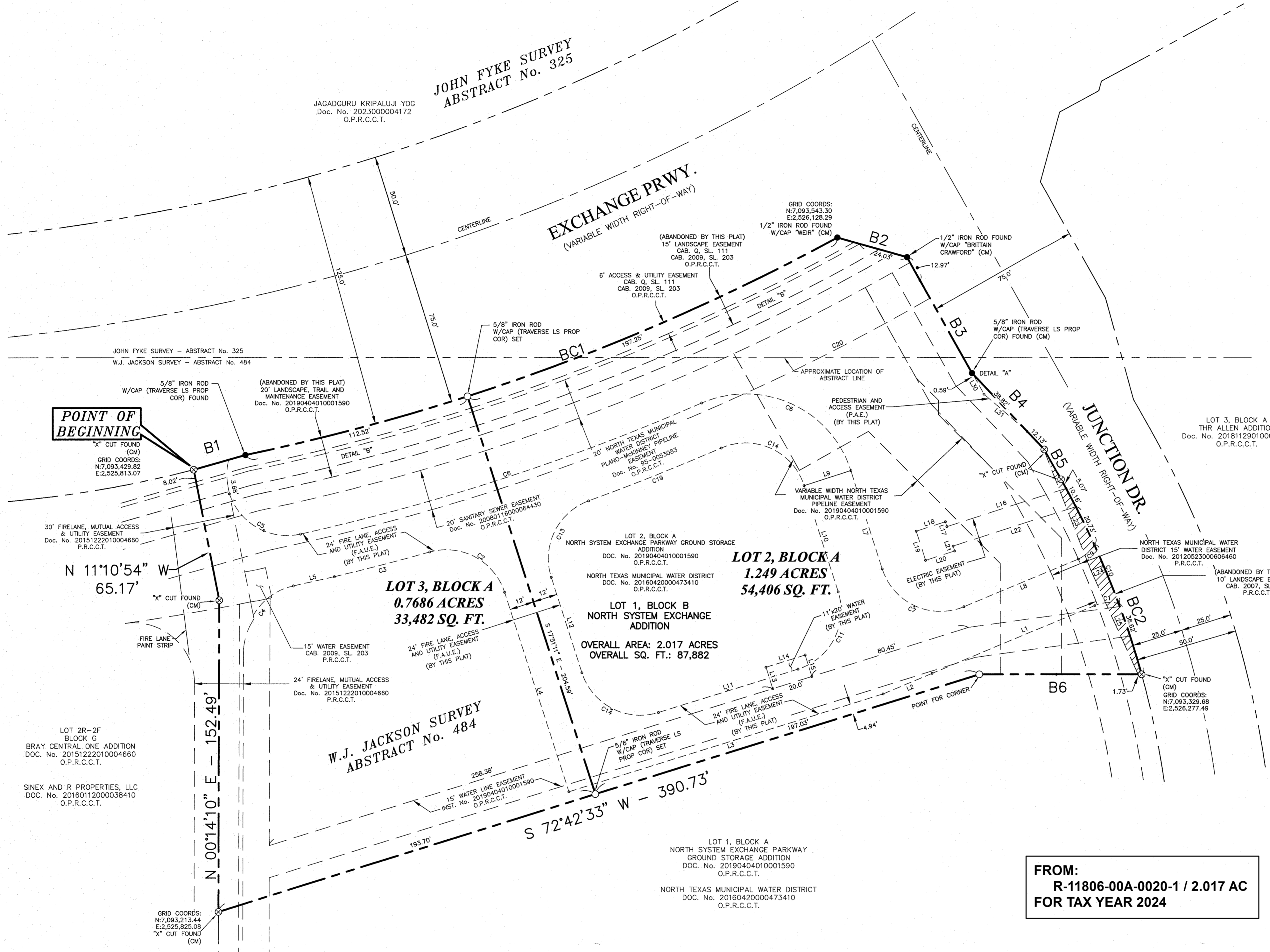


VICINITY MAP  
NOT TO SCALE



The Basis of Bearings is from the Texas State Plane Coordinate System, NAD83, North Central Zone as derived from GPS observations using the Allterra RTK Network and adjusted to surface using a surface scale factor of 1.00015271

LEGEND	
	BOUNDARY LINE
	ADJOINER BOUNDARY LINE
	EASEMENT LINE (AS NOTED)
	SET IRON ROD (AS NOTED)
	FOUND IRON ROD (AS NOTED)
	"X" CUT FOUND
	"X" CUT SET
	O.P.R.C.C.T.
	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
	CONTROL MONUMENT
	VISIBILITY TRIANGLE EASEMENT (V.T.E.) (BY THIS PLAT)



LINE TABLE		
No.	Bearing	Distance
B1	N 74°14'06" E	26.48'
B2	S 74°16'53" E	35.45'
B3	S 29°28'20" E	65.00'
B4	S 43°28'30" E	51.54'
B5	S 29°26'20" E	16.74'
B6	S 89°59'23" W	79.44'

CURVE TABLE					
Curve No.	Delta	Radius	Length	Chord Bearing	Chord
BC1	16°44'40"	1,059.98'	309.77'	N 69°51'26" E	308.67'
BC2	13°57'35"	425.00'	103.55'	S 22°27'18" E	103.29'

## S11806

REPLAT  
LOT 2, & LOT 3, BLOCK A  
NORTH SYSTEM  
EXCHANGE PARKWAY  
GROUND STORAGE  
ADDITION  
LOT 2 & LOT 3,  
BLOCK A  
2,017 ACRES

PER SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK NO. 20160420000473410, O.P.R.C.C.T. 4,476 ACRES

SITUATED IN THE JOHN FYKE SURVEY, ABSTRACT NO. 325 WILLIAM J. JACKSON, ABSTRACT NO. 484 AN ADDITION TO THE CITY OF ALLEN, COLLIN COUNTY, TEXAS

FROM:  
R-11806-00A-0020-1 / 2.017 AC  
FOR TAX YEAR 2024

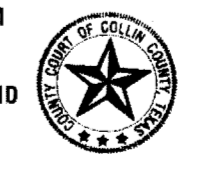
LINE TABLE					
No.	Bearing	Distance	No.	Bearing	Distance
L1	S 67°22'18" W	86.30'	L17	N 17°46'33" W	2.50'
L2	S 67°22'25" W	26.01'	L18	S 72°13'27" W	15.00'
L3	S 72°42'10" W	161.23'	L19	S 17°46'33" E	15.00'
L4	N 17°51'11" W	102.62'	L20	N 72°13'27" E	15.00'
L5	S 77°24'22" W	20.67'	L21	N 17°46'33" W	2.50'
L6	S 17°46'33" E	50.56'	L22	N 72°13'27" E	63.12'
L7	S 67°25'33" E	60.71'	L23	S 21°20'43" E	64.08'
L8	S 72°13'27" W	24.00'	L24	N 67°03'05" E	6.63'
L9	S 72°13'27" W	71.52'	L25	N 29°26'20" W	11.81'
L10	S 17°46'33" E	54.66'	L26	S 24°25'02" E	55.82'
L11	S 72°42'10" W	71.52'	L27	N 29°26'20" W	11.81'
L12	N 17°51'11" W	49.14'	L28	N 43°28'30" W	51.54'
L13	N 17°18'28" W	11.00'	L29	N 29°26'20" W	57.39'
L14	N 72°41'32" E	20.00'	L30	S 29°02'20" E	11.31'
L15	S 17°18'28" E	11.00'	L31	S 49°15'23" E	28.00'
L16	S 72°13'27" W	61.30'	L32	N 74°14'06" E	27.39'

CURVE TABLE					
Curve No.	Delta	Radius	Length	Chord Bearing	Chord
C1	34°01'35"	20.00'	11.88'	S 84°23'07" W	11.70'
C2	87°45'11"	30.05'	46.02'	N 61°48'03" W	41.65'
C3	2°34'38"	1070.21'	48.14'	S 75°24'55" W	48.13'
C4	47°55'35"	30.00'	25.09'	S 53°47'53" W	24.37'
C5	84°05'09"	30.00'	44.03'	S 60°39'52" E	40.18'
C6	10°49'07"	1095.80'	206.91'	N 71°54'21" E	206.60'
C7	95°42'30"	54.00'	90.20'	S 65°37'48" E	80.08'
C8	94°47'53"	30.00'	49.64'	S 65°10'30" E	44.17'
C9	30°24'58"	10.00'	10.62'	N 47°59'46" E	10.49'
C10	41°10'28"	425.00'	30.97'	S 22°29'56" E	30.96'
C11	90°28'43"	30.00'	47.37'	S 27°27'48" W	42.60'
C12	89°26'39"	30.00'	46.83'	N 62°34'30" W	42.22'
C13	87°55'15"	30.00'	46.04'	N 26°06'27" E	41.65'
C14	95°42'30"	30.00'	50.11'	S 65°37'48" E	44.49'
C15	12°18'21"	385.00'	82.69'	N 23°16'54" W	82.53'
C16	1°33'57"	1097.98'	30.00'	N 61°27'12" E	30.00'
C17	18°00'40"	1097.98'	345.15'	S 69°09'14" W	343.73'
C18	17°47'12"	1079.98'	335.26'	N 69°17'56" E	333.92'
C19	3°33'08"	1127.63'	69.51'	N 68°17'30" E	69.90'

NOTES

- No portion of the subject property shown hereon lies within the 100 year flood hazard area according to the Flood Insurance Rate Map, Community Panel No. 48085C0385J, dated June 2, 2009. The subject property is located in the area designated as Zone "X", (areas determined to be outside the 0.2% annual chance floodplain).
- No lot to lot drainage without City of Allen Engineering approval.
- A request for water, sewer and drainage plans were requested from the City of Allen but no plans were received.
- The purpose of this plat is to create two lots and to dedicate new easements.
- Coordinates shown are Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983 on Grid Coordinate values, no scale and no projection.
- Selling a portion of any lot in this addition by metes and bounds is a violation of state law and is subject to penalties imposed by law.

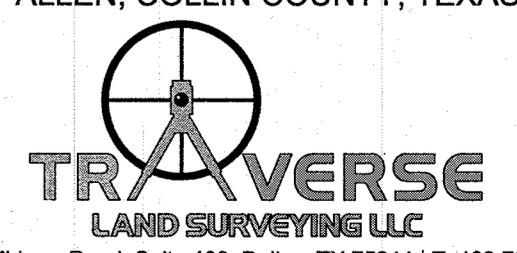
STATE OF TEXAS, COUNTY OF COLLIN  
I, STACEY KEMP, COUNTY CLERK OF COLLIN COUNTY,  
DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN  
MY OFFICE AND DULY RECORDED IN THE PLAT RECORDS  
OF COLLIN COUNTY ON: 06/07/2023 09:29 AM  
PLAT BOOK: 2023 PAGE: 955 - 998  
NUMBER OF PAGES: 2 AMOUNT: \$43.00  
IN TESTIMONY WHEREOF, WITNESS MY HAND  
AND OFFICIAL SEAL OF OFFICE,  
COUNTY CLERK, COLLIN COUNTY, TEXAS



OWNER/DEVELOPER  
Name: North Texas Municipal Water District  
Address: 505 W. Brown Street  
Wylie, Texas 75098  
Contact Name: Garrett Murphree  
Phone: 972-442-5405

ENGINEER  
Name: Triangle Engineering, LLC  
Address: 1784 W. McDermott Drive, Suite 110  
Allen, Texas, 75013  
Contact Name: Kevin Patel  
Phone: 469-213-8868

SURVEYOR  
Name: Traverse Land Surveying, LLC  
Address: 14200 Midway Road, Suite 130  
Dallas, Texas, 75244  
Contact Name: David F. McCullah  
Phone: 469-784-9321





OWNER'S CERTIFICATE AND DEDICATION

State of Texas §  
County of Collin §

Being a 2.017 acre tract of land situated in the W.J. Jackson Survey, Abstract No. 484 and John Fyke Survey, Abstract No. 325, City of Allen, Collin County, Texas, being all of Lot 2, Block A, of North System Exchange Parkway Ground Storage Addition, an addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Document No. 20190404010001590, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), being part of a tract of land as described by Special Warranty Deed, to North Texas Municipal Water District as recorded in Document No. 2016042000473410, O.P.R.C.C.T., and being more particularly described as follows:

**BEGINNING** at a "X" cut in concrete (Controlling Monument (CM)) found at the northwest corner of said Lot 2, Block A, being the northeast corner of Lot 2R-2F, Block G, of Bray Central One Addition, an addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Document No. 20151222010004660, O.P.R.C.C.T., as described by General Warranty Deed with Vendor's Lien, to Sinex and R Properties, LLC as recorded in Document No. 20160112000038410, O.P.R.C.C.T., and being in the southerly right-of-way line of Exchange Parkway (a variable width right-of-way);

**THENCE** North 74 degrees 14 minutes 06 seconds West, along the common northerly line of said Lot 2, Block A, and the southerly right-of-way line of said Exchange Parkway, a distance of 26.48 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" (CM) found on the northerly line of said Lot 2, Block A, and the southerly right-of-way line of said Exchange Parkway, also being the beginning of a non-tangent curve to the left, having a central angle of 16 degrees 44 minutes 39 seconds, a radius of 1,059.98 feet and being subtended by a chord bearing of North 69 degrees 51 minutes 26 seconds East, a chord distance of 308.67 feet;

**THENCE** continuing in northeasterly direction, an arc distance of 309.77 feet to a 1/2 inch rod with cap stamped "Weir" (CM) found at the common northeast corner of said Lot 2, Block A, along the southerly right-of-way line of said Exchange Parkway, and being the northerly corner of a corner clip;

**THENCE** South 74 degrees 16 minutes 53 seconds West, along said corner clip, a distance of 35.45 feet to a 1/2 inch rod with cap stamped "Weir" (CM) found, being the easterly corner of a corner clip;

**THENCE** departing said corner clip, and along the common easterly line of said Lot 2, Block A, and the westerly right-of-way of Junction Drive (a variable width right-of-way), the following four (4) courses and distances:

- 1) South 29 degrees 26 minutes 20 seconds East, a distance of 65.00 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" (CM) found;
- 2) South 43 degrees 28 minutes 30 seconds East, a distance of 51.54 feet to a "X" cut in concrete (CM) found;
- 3) South 29 degrees 26 minutes 20 seconds East, a distance of 16.74 feet to a "X" cut in concrete (CM) found, also being the beginning of a non-tangent curve to the right, having a central angle of 13 degrees 57 minutes 35 seconds, a radius of 103.55 feet and being subtended by a chord bearing of South 22 degrees 27 minutes 18 seconds East, a chord distance of 103.29 feet;
- 4) Continuing in southeasterly direction, an arc distance of 103.55 feet to a "X" cut in concrete (CM) found at the common southeast corner of Lot 2, Block A, and the westerly right-of-way line of said Junction Drive, and being the northeasterly corner of Lot 1, Block A, of said North System Exchange Parkway Ground Storage Addition;

**THENCE** South 89 degrees 59 minutes 23 seconds West, a distance of 79.44 feet to a point for corner, being on the common southerly line of said Lot 2, Block A and the northerly line of said Lot 1, Block A;

**THENCE** South 72 degrees 41 minutes 33 seconds West, a distance of 390.73 feet to a "X" cut in concrete (CM) found, being the common southwest corner of said Lot 2, Block A, also the northwest corner of said Lot 1, Block A, and being in the easterly line of said Lot 2R-2F, Block G;

**THENCE** North 00 degrees 14 minutes 10 seconds East, a distance of 152.49 feet to a "X" cut in concrete (CM) found, being on the common westerly line of said Lot 2, Block A, and being in the easterly line of said Lot 2R-2F, Block G;

**THENCE** North 11 degrees 10 minutes 54 seconds West, a distance of 65.17 feet to the **POINT OF BEGINNING** and containing 2.017 acres of land (87,882 square feet), more or less.

OWNER'S ACKNOWLEDGEMENT

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

KNOW ALL MEN BY THESE PRESENTS:

That North Texas Municipal Water District, through the undersigned authority, does hereby adopt this plat designating the described property as "NORTH SYSTEM EXCHANGE PARKWAY GROUND STORAGE ADDITION, LOTS 2 & 3, BLOCK A", an addition to the City of Allen, Texas, and does hereby dedicate to the public use forever the streets and alleys thereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of all public utilities desiring to use, or using same. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements, or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips, and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

This plat is approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Allen, Texas.

Witness my hand this 6th day of June, 2023

BY: North Texas Municipal Water District

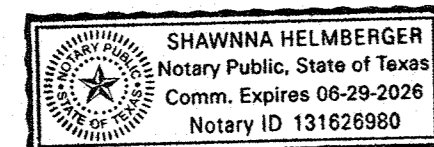
BY: Mark Simon, PE  
Assistant Deputy - Engineering

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Mark Simon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

Given under my hand and seal of office this 6th day of June, 2023

Shawna Helmsberger  
Notary Public in and for the State of Texas

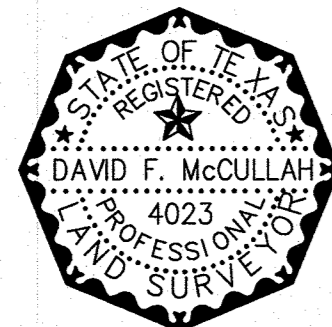


SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, DAVID F. McCULLAH, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the subdivision ordinance of the City of Allen, Texas.

David F. McCullah  
David F. McCullah  
Registered Professional Land Surveyor  
Texas Registration No. 4023



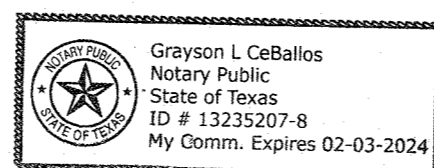
Date: 6-6-2023

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David F. McCullah, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

Given under my hand and seal of office this 6th day of June, 2023

Grayson L. Ceбалlos  
Notary Public in and for the State of Texas



STATE OF TEXAS, COUNTY OF COLLIN  
I, STACEY KEMP, COUNTY CLERK OF COLLIN COUNTY,  
DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN  
MY OFFICE AND DULY RECORDED IN THE PLAT RECORDS  
OF COLLIN COUNTY ON: 06/07/2023 09:29 AM  
PLAT BOOK: 2023 PAGE: 395 - 396  
NUMBER OF PAGES: 2 AMOUNT: \$48.00  
IN TESTIMONY WHEREOF, WITNESS MY HAND  
AND OFFICIAL SEAL OF OFFICE,  
COUNTY CLERK, COLLIN COUNTY, TEXAS

BY: Stacey Kemp DEPUTY  
Lee, Cathy

The NTMWD easement restrictions construction of permanent structures such as foundations, walls, fences, pools, trees, and permanent storage buildings. Items such as driveways, sprinkler systems and normal landscaping plans that encroach on the NTMWD easements are allowed. However, the NTMWD assumed no responsibility for damages resulting from the need to repair or maintain the NTMWD pipelines. Further, any cost for repair for damage to the pipelines resulting from construction by developer, contractor or owner will be the responsibility of the developer, contractor or owner.

Approved

[Signature]  
Chair,  
Planning and Zoning Commission

6/6/23  
Date

Attest

[Signature]  
Secretary  
Planning and Zoning Commission

6-6-23  
Date

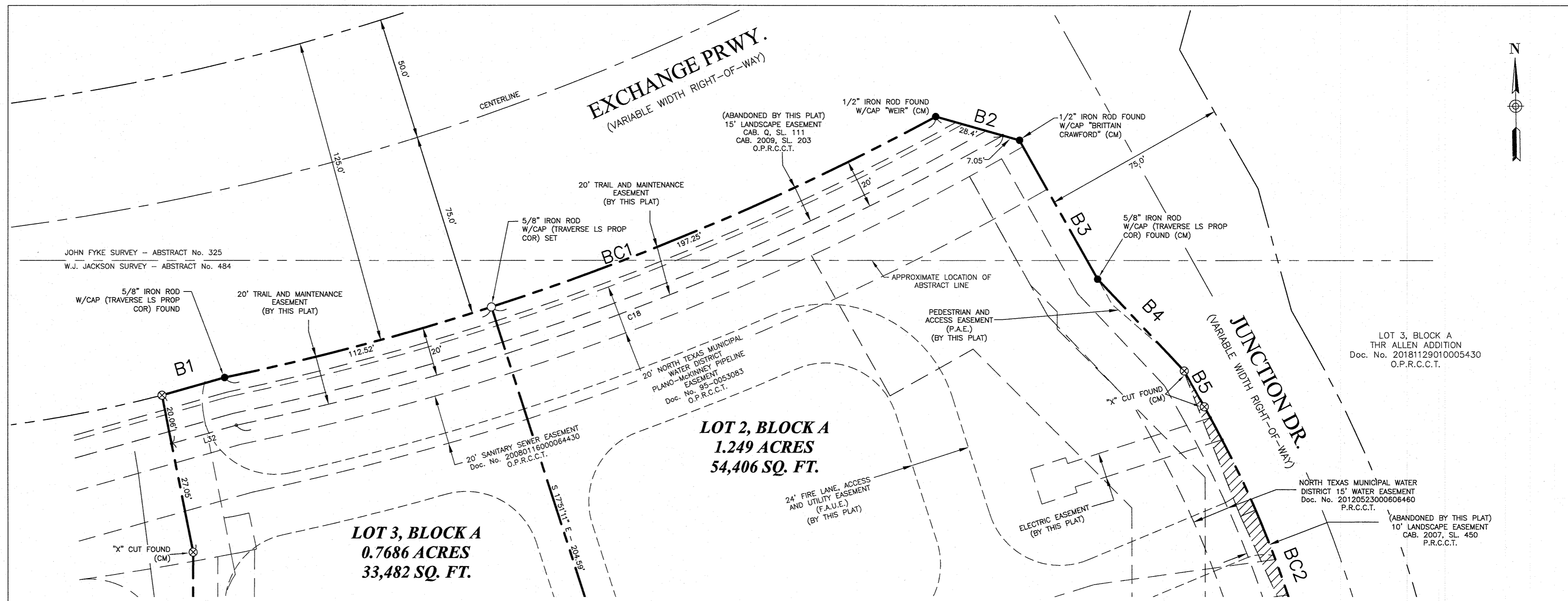
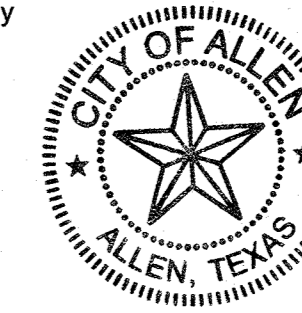
Executed Pro Forma

[Signature]  
Mayor

6-6-23  
Date

The undersigned, the City Secretary of the City of Allen, Texas, hereby certifies that the foregoing Plat of the North System Exchange Parkway Ground Storage Addition Subdivision or Addition to the City of Allen was submitted to the Planning and Zoning Commission and approved by it on the 6th day of June, 2023.

[Signature]  
City Secretary, City of Allen



LINE TABLE					
No.	Bearing	Distance	No.	Bearing	Distance
L1	S 67°22'18" W	86.30'	L17	N 17°46'33" W	2.50'
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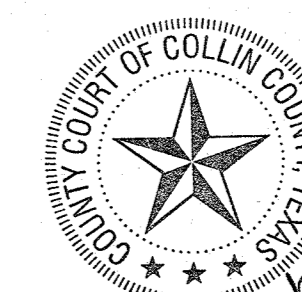
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C12	89°28'39"	30.00'	46.83'	N 62°34'30" W	42.22'
C13	87°55'15"	30.00'	46.04'	N 26°06'27" E	41.65'
C14	95°42'30"	30.00'	50.11'	S 65°37'48" E	44.49'
C15	12°18'21"	385.00'	82.69'	N 23°16'54" W	82.53'
C16	1°33'57"	1097.98'	30.00'	N 61°27'12" E	30.00'
C17	18°00'40"	1097.98'	345.15'	S 69°09'14" W	343.73'
C18	17°47'12"	1079.98'	335.26'	N 69°17'56" E	333.92'
C19	3°33'08"	1127.63'	69.91'	N 68°17'30" E	69.90'

REPLAT  
LOT 2, & LOT 3, BLOCK A  
NORTH SYSTEM  
EXCHANGE PARKWAY  
GROUND STORAGE  
ADDITION

LOT 2 & LOT 3,  
BLOCK A  
2.017 ACRES

PER SPECIAL WARRANTY DEED RECORDED UNDER  
COUNTY CLERK NO. 2016042000473410, O.P.R.C.C.T.  
4.476 ACRES

SITUATED IN THE  
JOHN FYKE SURVEY, ABSTRACT NO. 325  
WILLIAM J. JACKSON, ABSTRACT NO. 484  
AN ADDITION TO THE  
CITY OF ALLEN, COLLIN COUNTY, TEXAS



**S11806**

OWNER/DEVELOPER  
Name: North Texas Municipal Water District  
Address: 505 W. Brown Street  
Allen, Texas 75008  
Contact Name: Garrett Murphee  
Phone: 972-442-5405

ENGINEER  
Name: Triangle Engineering, LLC  
Address: 1784 W. McDermott Drive, Suite 110  
Allen, Texas 75013  
Contact Name: Kevin Patel  
Phone: 469-331-8566

SURVEYOR  
Name: Traverse Land Surveying, LLC  
Address: 14200 Midway Road, Suite 130  
Dallas, Texas 75244  
Contact Name: David F. McCullah  
Phone: 469-784-9321



14200 Midway Road, Suite 130, Dallas, TX 75244 | T: 469-784-9321  
W: TraverseLandSurveying.com | Texas Firm No. 10194631  
Surveying | Construction Staking | Platting  
Date: May 25, 2023 | Project No.: TR-32-22

## Bid Form

Lot 3, Block A  
Approximately 0.7686 acres

1. Name and contact information of Bidder

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Email)

\_\_\_\_\_ (Phone)

2. Bid Amount \$\_\_\_\_\_ per sq. ft.  
Minimum bid is \$17.00 per square foot.

(Final sales price will be determined based on survey provided by NTMWD unless Buyer obtains New Survey approved by NTMWD in which case the sales price will be adjusted based on the per square foot price bid).

3. If determined to be the successful bidder, I understand that this property will be sold under the terms of the Purchase and Sale Agreement that must be completed, signed, and submitted as a part of the bid package. I also understand that I am required to deposit the Contract Earnest Money with the Title company within five (5) business days of receiving Notice that I was the Successful Bidder and that I may be required to provide evidence satisfactory to NTMWD that I am financially ready, willing, and able to close the sale of this property within that time, that my failure to do so will result in my forfeiture of the right to purchase this Property.

This bid is submitted by and on behalf of the bidder identified in paragraph 1.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## INDEMNITY AGREEMENT

\_\_\_\_\_ has received a bid package for the potential sale of Property owned by North Texas Municipal Water District ("NTMWD") consisting of one (1) tract totaling approximately 0.7686 acres. As a prospective bidder, I understand that I have the right to inspect the Property during the time period beginning today and ending September 13, 2024, but only under the terms and conditions set forth below. I understand that the Property is being sold AS IS WHERE IS and that I, or my company, have the opportunity to enter onto the Property to perform due diligence prior to submitting a bid on the Property, or a portion of the Property.

1. Entry onto the Property is permitted only after giving notice to NTMWD that I, or those under my direction, will be entering the Property to conduct due diligence activities. I agree to coordinate such activities at such time as may be set by NTMWD.
  
2. Bidder may have access to the Property upon at least 24-hour prior notice during the Due Diligence Period to conduct such due diligence studies and inspections as Bidder deems appropriate. Any inspections by Bidder and its agents shall be conducted in such a manner as to cause as little interference or disruption as possible with any operations on the Property or any lessee. No invasive testing or below ground soil or groundwater testing shall be performed on the Property without NTMWD's prior written approval which approval shall not be unreasonably conditioned, delayed or denied. All such inspections or testing shall be at Bidders sole expense.
  
3. Any damage caused by me, or those under my direction, all activities shall be restored to the reasonable satisfaction of NTMWD.
  
4. I DO HEREBY AGREE TO INDEMNIFY NTMWD AND TO HOLD NTMWD, ITS AGENTS AND EMPLOYEES AND THE PROPERTY HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS FEES) FROM LIENS, ENCUMBRANCES, CHARGES, DAMAGE TO PROPERTY OR INJURY TO PERSONS THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED TO THE INSPECTION OF **THE** PROPERTY OR DUE DILIGENCE ACTICITIES ON THE PROPERTY BY ME OR BY ANY OF MY AGENTS OR REPRESENTATIVES PURSUANT TO THIS AGREEMENT.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Name of Entity or Individual

\_\_\_\_\_  
Name and Capacity of Person

\_\_\_\_\_  
Signature

**PURCHASE AND SALE AGREEMENT**  
*±0.7686 acre lot in Allen, Collin County, Texas*

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into between NORTH TEXAS MUNICIPAL WATER DISTRICT (the “Seller”) and \_\_\_\_\_ (the “Purchaser”).

**RECITALS**

WHEREAS, defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

WHEREAS, Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

**ARTICLE I**  
**BASIC INFORMATION**

**Section 1.1 Certain Defined Terms.** The following defined terms shall have the meanings set forth below:

- A. **Closing.** The completion of the transaction described in this Agreement.
- B. **Closing Date.** The date that is the later of: (i) forty-five (45) days after being declared the Successful Bidder, or (ii) \_\_\_\_\_.
- C. **Cure Period.** The period beginning on the date Seller receives Purchaser’s Objections and ending on the date that is ten (10) days thereafter.
- D. **Due Diligence Delivery Date.** The date that is ten (10) days after the Effective Date.
- E. **Earnest Money.** Ten Thousand and No/100 Dollars (\$10,000.00).
- F. **Earnest Money Delivery Date.** The date that is five (5) business days after being declared the Successful Bidder.
- G. **Effective Date.** The later of the dates on which Seller and Purchaser executed this Agreement, as shown on the signature page.



**H. Inspection Period.** The period beginning on the Effective Date and ending on the date which is twenty (20) days after the Effective Date.

**I. Property.** a 0.7686 acre lot described in the May 25, 2023 plat by Traverse Land Surveying, LLC situated in the William J. Jackson Survey, Abstract No. 484 in the City of Allen, Collin County, Texas recorded in Plat Book 2023, Page 395-396 of the Plat Records of Collin County, Texas, as depicted in orange on **Exhibit A**, attached hereto and incorporated herein.

**J. Purchase Price.** \_\_\_\_\_ (\$\_\_\_\_\_.\_\_) per acre verified by an approved Survey.

**K. Review Period.** The period ending ten (10) days after Purchaser's receipt of the last of the (i) initial Title Commitment, (ii) Title Documents, and (iii) the Survey.

**L. Survey Delivery Date.** The date that is ten (10) days after the Effective Date.

**M. Title Commitment Delivery Date.** The date that is five (5) days after the Effective Date.

**N. Title Company.** Republic Title

**O. Title Termination Period.** The period beginning on the expiration of the Cure Period and ending on the date that is five (5) days after the Cure Period.

**Section 1.2 Closing Costs.** Closing costs shall be allocated and paid as follows:

<b>COST</b>	<b>RESPONSIBLE PARTY</b>
Title Commitment	Purchaser
Premium for standard form Title Policy	Purchaser
Premium for endorsements or additional coverage for the Title Policy	Purchaser
New or Updated Survey	Purchaser
Recording Fees	Purchaser
Escrow Fee charged by Title Company	Purchaser
All other Closing costs, expenses, charges and fees customarily paid by purchasers in Collin County, Texas. Purchaser's attorneys' fees.	Purchaser
All other Closing costs, expenses, charges and fees customarily paid by sellers in Collin County, Texas. Seller's attorneys' fees.	Seller

**Section 1.3 Notice Addresses.**

Seller: North Texas Municipal Water District  
Attn: Garrett Murphree, Real Estate Manager  
501 E. Brown Street  
Wylie, TX 75098  
Email: gmurphree@ntmwd.com

With copy to: Lewis L. Isaacks  
Saunders, Walsh & Beard  
6850 TPC Drive, Suite 210  
McKinney, Texas 75070

Purchaser:

with copy to:

Title Company:

**ARTICLE II**  
**PROPERTY**

**Section 2.1 Property Description.** Upon the terms and conditions hereinafter stated, Seller hereby agrees to sell and convey to Purchaser the following (the Real Property, the Improvements, the Licenses and Permits, and all rights and interests appurtenant thereto, are collectively, the “Property”):

**A. Land.** Good and indefeasible title to approximately a 0.7686 acre lot described in the May 25, 2023 plat by Traverse Land Surveying, LLC situated in the William J. Jackson Survey, Abstract No. 484 in the City of Allen, Collin County, Texas recorded in Plat Book 2023, Page 395-396 of the Plat Records of Collin County, Texas (the “Land”), together with all benefits, privileges, easements, tenements, hereditaments, rights and appurtenances thereon or pertaining to such Land, as depicted in orange on **Exhibit A**, attached hereto and incorporated herein by this reference.

**B. Improvements.** All buildings, structures, fixtures, and improvements situated on, in, or under the Land, if any (the “Improvements”); all benefits, privileges, tenements, hereditaments, rights and appurtenances thereon or pertaining to the Improvements and all easements owned by Seller, if any, which are used or needed in connection with the operation or development of the Land (the Land and the Improvements are collectively, the “Real Property”).

**C. Licenses and Permits.** To the extent assignable by Seller to Purchaser, and to the extent any of the following exist and run with the Real Property, all of Seller’s right, title, and interest in and to (i) licenses, permits, certificates of occupancy, or similar documents relating to the Real Property; (ii) all permits, approvals, licenses, water and

sewer capacity commitments, all engineering and architectural plans; and (iii) all plans, drawings, specifications, surveys, engineering reports, and other technical descriptions of the Real Property (collectively, the “Licenses and Permits”).

**D. Legal Description.** The legal description of the Land set forth in the final Survey that has been approved in writing by Purchaser and Seller and certified to the Purchaser and Title Company shall be substituted for **Exhibit A** to the extent there is any change as the description of the Property to be conveyed hereunder and shall become part of this Agreement.

### **ARTICLE III** **PURCHASE PRICE**

Purchaser agrees to purchase the Property at the Purchase Price and upon the terms set forth herein. At Closing, Purchaser shall deliver to Seller the Purchase Price in cash or other immediate funds.

### **ARTICLE IV** **EARNEST MONEY**

On or before the Earnest Money Delivery Date, Purchaser shall deposit the Earnest Money in the form of a check or wire transfer with the Title Company in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Agreement. If Purchaser fails to timely deposit the Earnest Money, Seller may terminate this Agreement at any time before Purchaser deposits the Earnest Money with the Title Company, and upon such election, this Agreement shall terminate. Purchaser agrees that *One Hundred and No/100 Dollars* (\$100.00) of the Earnest Money is given as consideration for this Agreement (the “Independent Consideration”), which Independent Consideration shall be applied to the Purchase Price at Closing, but shall not be returned to Purchaser in the event the Earnest Money is otherwise returned to the Purchaser pursuant to the terms of this Agreement. The Earnest Money shall be credited to the Purchase Price at Closing.

### **ARTICLE V** **DUE DILIGENCE AND CONTINGENCIES**

#### **Section 5.1 Survey and Title Review.**

**A. Survey.** On or before the Survey Delivery Date, Purchaser shall obtain a new or updated survey of the Property (the “Survey”) at Purchaser’s expense. The Survey shall be prepared by a registered land surveyor registered in the State of Texas in conformity with the “Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys” jointly established and adopted by ALTA and NSPS in 2021 (or such local equivalent as may exist with respect to the Property), and in conformity with such standards as are required by the Title Company as a condition to the removal of the survey exception from the Title Commitment, and certified to Purchaser, the Title Company and such other parties as Purchaser shall designate.

**B. Title Commitment.** On or before the Title Commitment Delivery Date, Purchaser shall deliver or cause to be delivered (i) a title commitment (the “Title Commitment”) covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the “Title Policy”) on the standard form prescribed by the Texas State Board of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser’s fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions as defined below, and (ii) the following documents (collectively, the “Title Documents”): (1) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment, and (2) a current tax certificate.

**C. Special Assessment Districts.** If the Property is situated within a utility district or flood control district subject to the provisions of Section 50.301, Texas Water Code, then Seller shall give to Purchaser as part of the Title Documents the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code. If the Property is subject to mandatory membership in a property owner’s association, Seller shall notify Purchaser of the current annual budget of the property owners’ association, and the current authorized fees, dues and/or assessments relating to the Property.

**D. Review and Cure Period.** During the Review Period, Purchaser shall have the opportunity to review the Survey, the Title Commitment, and the Title Documents. If Purchaser has any objections to the Survey, Title Commitment or Title Documents, Purchaser may deliver such objections to Seller in writing within the Review Period (collectively, the “Objections”). Purchaser’s failure to provide Objections to Seller prior to the expiration of the Review Period shall be a waiver of Purchaser’s right to object, and any item to which Purchaser does not include in its Objections on or before to the expiration of the Review Period shall be deemed a “Permitted Exception.” Items that the Title Company identifies as to be released at Closing will be deemed Objections by Purchaser and shall not be Permitted Exceptions. If Purchaser provides Seller with any Objections, Seller may, but is not obligated to attempt to satisfy the Objections within the Cure Period. Zoning ordinances and the lien for current taxes are deemed to be Permitted Exceptions.

**E. Failure or Refusal to Cure.** If Seller cannot satisfy or chooses not to satisfy Purchaser’s Objections within the Cure Period, then Purchaser may terminate this Agreement by delivering a written notice to Seller within the Title Termination Period. If Purchaser terminates this Agreement, the Earnest Money shall be immediately returned to Purchaser and thereafter neither party shall have any rights or obligations under this Agreement (except for those which may expressly survive the termination of this Agreement). If Purchaser does not terminate this Agreement, then Purchaser shall be deemed to have waived any uncured Objections, except for those Objections Seller has agreed to cure, and must accept such title as Seller is able to convey as of Closing, subject to the other terms and provisions of this Agreement. Notwithstanding the foregoing, at or prior to Closing, Seller shall discharge or cause to be discharged all: (i) matters set forth

on Schedule C of the Title Commitment; (ii) exceptions to title created after the Effective Date without the written consent of Purchaser; and (iii) judgments, liens and mortgages affecting the Property, and same shall not constitute Permitted Exceptions.

**F. Due Diligence.** On or prior to the Due Diligence Delivery Date, Seller shall deliver to Purchaser copies of all engineering investigations, soils reports, feasibility reports, tests, environmental studies, license agreements, lease agreements, management agreements, service agreements, governmental permits and approvals, existing title policies, and other information related to the Property in Seller's possession. Notwithstanding Seller's delivery of the above described studies, tests and other due diligence material, if any, Purchaser acknowledges that any information of any type which Purchaser has received or may receive from Seller, or its agents, is furnished to Purchaser as a courtesy only and on the express condition that Purchaser shall make an independent verification of the accuracy of such information, and that all such information is being furnished without any representation or warranty by Seller as to the truth, accuracy, or completeness of such information; provided, however, that Seller confirms that Seller has no current actual knowledge of any material inaccuracies or errors in any such due diligence materials. Further, as a condition to Seller's delivery of any due diligence materials to Purchaser, Purchaser expressly acknowledges the foregoing in its acceptance of such due diligence items from Seller, and agrees to waive any and all claims against Seller for any cause of action arising from Purchaser's reliance on such Seller furnished due diligence materials.

## **Section 5.2 Inspection Period.**

**A. Purchaser's Right to Inspect the Property.** Prior to the expiration of the Inspection Period, Purchaser shall have the right to inspect the Property and determine if the same is suitable for Purchaser's intended use. If Purchaser notifies Seller in writing on or before 11:59 p.m. on the last day of the Inspection Period that Purchaser disapproves or is dissatisfied in any way with the Property, such determination to be made in Purchaser's sole and absolute discretion, then this Agreement shall terminate and the Earnest Money heretofore delivered by Purchaser to Title Company shall be returned to Purchaser; provided, however, the Independent Consideration shall not be returned to Purchaser. If Purchaser fails to so notify Seller in writing prior to the expiration of the Inspection Period of Purchaser's election to terminate this Agreement, this Agreement shall continue in full force and effect. Purchaser is entitled to send a notice to Seller forgoing the remainder of the Inspection Period. Seller hereby grants to Purchaser during the Inspection Period the right to enter upon the Property and conduct such tests as Purchaser deems necessary. Purchaser shall provide Seller with notice that it will enter the Property for these purposes not less than 48 hours prior to entering the Property. Purchaser shall provide Seller with any results of testing within 48 hours of receiving the test results.

**B. Indemnification for Inspection.** Purchaser shall indemnify, defend, and hold harmless Seller from all claims, actions or causes of action which might occur by virtue of the entry upon or testing of the Property and provided further that in the event Purchaser does not return the Property to its condition prior to Purchaser's activities,



Purchaser shall be responsible for all damages occasioned to the Property arising out of the entry upon or testing of the Property, and this indemnity and covenant will survive the Closing or termination of this Agreement for a period of twelve (12) months. Notwithstanding the foregoing or anything contained herein to the contrary, Purchaser shall have no obligation to indemnify Seller for any claim, action or cause of action which is caused, in whole or in part, by Seller's grossly negligent act or omission or to the extent caused by the willful misconduct of Seller, nor shall Purchaser be required to indemnify Seller with respect to Purchaser's discovery or disturbance of any preexisting matter on or with respect to the Property existing prior to entry on the Property by Purchaser or Purchaser's agents, independent contractors, servants, or employees, including, but not limited to, any hazardous material or dangerous condition.

## **ARTICLE VI** **REPRESENTATIONS AND WARRANTIES**

**Section 6.1 Seller's Representation and Warranties.** Seller represents and warrants to Purchaser as of the Effective Date and as of the Closing as follows:

**A. Title.** Seller has the right to convey and will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments, unrecorded easements, security interests and other encumbrances except only to the Permitted Exceptions.

**B. Licenses.** There are no parties in possession of any portion of the Property as licensees, tenants at sufferance or trespassers except for any previously disclosed to Purchaser as part of the due diligence materials.

**C. Negative Covenants.** Seller shall not further encumber any of the Property or allow an encumbrance upon the title to any of the Property without the written consent of Purchaser.

**D. Liens and Debts.** There are no mechanic's liens, Uniform Commercial Code liens, or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property prior to Closing, which will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, if any, including, but not limited to, taxes, leasing commissions, salaries, and similar agreements, have been paid or will be paid prior to Closing. Except for obligations for which provisions are made in this Agreement for prorating at Closing, there will be no obligations of Seller with respect to the Property outstanding as of Closing.

**E. Litigation.** To Seller's knowledge, there is no pending or threatened litigation, condemnation, or assessment affecting any of the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting any of Property which is threatened or instituted after the Effective Date.

**F. Operation of the Property.** From the Effective Date through the Closing Date, Seller shall maintain the Property in the same condition and in the same manner as existed on the Effective Date, except for ordinary wear and tear and any casualty loss.

**G. Patriot Act.** To the extent applicable to Seller, Seller has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (the "OFAC"), to the extent such laws are applicable to Seller. To the best of Seller's knowledge, Seller is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

**H. Organization and Authority.** Seller is a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, validly existing under the laws of the State of Texas. The execution and delivery of this Agreement by those executing this Agreement on Seller's behalf and Seller's performance of this Agreement has been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Seller or the Property is subject.

**I. No Prohibitions.** Seller is not prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) to Seller's knowledge consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Seller or the Property.

**J. No Material Defects.** To the best of Seller's knowledge, there are no material defects in the Property.

**K. Compliance with Laws.** To the best of Seller's current actual knowledge, neither the Property, nor Seller are currently subject to (i) any existing, pending or threatened investigation or inquiry by any governmental authority or (ii) any remedial obligations, under any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction or zoning

ordinance or classification affecting the Property, including, without limitation, all applicable building codes, fire codes, health codes, water codes, flood disaster laws and health and Environmental Laws and regulations (collectively, the “Applicable Laws”). Seller has received no notice from any municipal, state, federal or other governmental authority of any violation of any Applicable Laws issued in respect of the Property which has not been heretofore corrected, and no such violation exists.

**L. “AS IS”. EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER’S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, ABSENCE OF LATENT DEFECTS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR SELLER’S REPRESENTATIVES. PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER’S INSPECTIONS AND INVESTIGATIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES TO TAKE WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS”, WITH ALL FAULTS AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. FURTHER, PURCHASER HEREBY ACKNOWLEDGES TO SELLER THAT PURCHASER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION. THE TERMS AND CONDITIONS OF THIS**

**PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND SHALL NOT BE MERGED THEREIN.**

**Section 6.2 Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing as follows:

A. **Organization and Authority.** Purchaser is a \_\_\_\_\_ validly existing under the laws of the State of Texas. The execution and delivery of this Agreement by those executing this Agreement on Purchaser's behalf and Purchaser's performance of this Agreement has been duly authorized by Purchaser, and this Agreement is binding on Purchaser and enforceable against Purchaser in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Purchaser is subject.

B. **Litigation.** To Purchaser's knowledge, there is no pending or threatened litigation affecting Purchaser that would materially impact the transaction described in this Agreement. Purchaser shall promptly advise Seller of any litigation affecting Purchaser and its ability to consummate the transaction contemplated herein which is threatened or instituted after the Effective Date.

C. **Patriot Act.** To the extent applicable to Purchaser, Purchaser has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (the "OFAC"), to the extent such laws are applicable to Purchaser. To the best of Purchaser's knowledge, Purchaser is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

D. **No Prohibitions.** Purchaser is not prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) to Purchaser's knowledge consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Purchaser.

**Section 6.3 Knowledge.**

- A. **Seller's Knowledge.** For purposes of this Agreement and any closing document, whenever the phrase "to Seller's actual knowledge," "to Seller's knowledge," "the knowledge of Seller," or "to the best of Seller's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of **Jennafer P. Covington**, at the times indicated only, without independent inquiry or investigation, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individuals are acting for and on behalf of Seller and in a capacity as an officer or representative of Seller and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Purchaser waives any right to sue or seek any personal judgment or claim against such individuals.
- B. **Purchaser's Knowledge.** For purposes of this Agreement and any closing document, whenever the phrase "to Purchaser's actual knowledge," "to Purchaser's knowledge," "the knowledge of Purchaser," or "to the best of Purchaser's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of \_\_\_\_\_, at the times indicated only, without independent inquiry or investigation, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individuals are acting for and on behalf of Purchaser and in a capacity as an officer or representative of Purchaser and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Seller waives any right to sue or seek any personal judgment or claim against such individuals.

**Section 6.4. Remedies.** If either party discovers prior to Closing that any of the other party's representations or warranties have been misrepresented or are inaccurate, such discovering party may notify the party with deficient representations and/or warranties in writing, and the deficient party may attempt to correct or remedy the misrepresentation or inaccuracy. If the misrepresentation or inaccuracy is not remedied prior to Closing, upon written notice to the deficient party, the discovering party may: (i) proceed to Closing without waiving any claim for breach of warranty or misrepresentation; (ii) delay Closing until ten (10) days after the misrepresentation or inaccuracy is remedied; or (iii) exercise any remedies available for default by the deficient party under this Agreement.

## **ARTICLE VII** **CLOSING**

**Section 7.1 Closing Date.** The Closing shall occur on or before the Closing Date. Seller shall deliver possession of the Property at Closing.

**Section 7.2 Seller's Closing Documents.** At the Closing, Seller shall deliver the following to Purchaser:



A. A duly executed Special Warranty Deed (the “Deed”), in the form attached hereto as **Exhibit B**, conveying indefeasible fee simple title to the Property to Purchaser, subject only to the Permitted Exceptions

B. The Title Policy issued by the underwriter for the Title Company pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of Closing, and with the survey exception deleted except as to “shortages in area;”

C. A FIRPTA certificate, duly executed and acknowledged by Seller;

D. Evidence of Seller’s authority and capacity to close this transaction; and

E. All other documents reasonably required by the Title Company from Seller to close this transaction.

**Section 7.3 Purchaser’s Closing Documents.** At the Closing, Purchaser shall deliver the following to Seller:

A. The Purchase Price;

B. Evidence of Purchaser’s authority and capacity to close this transaction;

C. All other documents reasonably required by the Title Company from Purchaser to close this transaction.

**Section 7.4 Closing Costs.** Each party shall pay its respective costs associated with the Closing in accordance with Section 1.2 above.

**Section 7.5 Ad Valorem Taxes.** Ad valorem taxes applicable to the Property shall be prorated at the Closing effective as of the Closing. Seller is exempt from payment Ad Valorem Taxes. This provision shall survive the Closing.

**Section 7.6 Rollback Taxes.** Seller and Purchaser agree that if there is any rollback tax liability for the Property as a result of the conveyance of the Property to Purchaser or Purchaser’s actions upon the Property after Closing, those taxes plus any penalties and interest shall be paid by Purchaser when due.

**Section 7.7 Indemnification.** Any taxes or assessments (plus any penalties and interest thereon) assessed against the Property for an year prior to, after, or including the year of Closing because of a change in land usage or ownership of the Property (including so-called “rollback taxes”), resulting from any such change occurring after the Closing Date, shall be paid by Purchaser and Purchaser shall indemnify and save Seller harmless from and against all claims, liabilities, costs, and expenses relating to such taxes and assessments.

**ARTICLE VIII**  
**CASUALTY LOSS; CONDEMNATION**

**Section 8.1 Casualty Loss.** All risk of loss to the Property shall remain upon Seller prior to the Closing. If, prior to the Closing, any material portion of the Property is damaged or destroyed by fire or other casualty, Seller shall promptly provide written notice thereof to Purchaser, and Purchaser may either terminate this Agreement by delivering a written termination notice to Seller or elect to close. If the transaction is to proceed to Closing, there shall be no reduction in the Purchase Price, but Seller shall assign to Purchaser all of Seller's right and interest in any insurance proceeds plus an amount equal to any insurance deductible.

**Section 8.2 Condemnation.** If, prior to the Closing, any portion of the Property is subject to a condemnation or taking or the threat of a condemnation or taking, Seller shall promptly provide written notice thereof to Purchaser, and Purchaser may either terminate this Agreement by delivering a written termination notice to Seller or elect to close. Purchaser shall have the sole right to negotiate with any entity condemning or taking or threatening to condemn or take any portion of the Property, and Seller shall not execute any agreement or deed or take any other action with regard to any such condemnation or taking or threat of condemnation or taking without Purchaser's prior written consent. If the transaction is to proceed to Closing, there shall be no reduction in the Purchase Price, but Seller shall assign to Purchaser all of Seller's right and interest in any condemnation awards.

**ARTICLE IX**  
**DEFAULT**

**Section 9.1 Purchaser's Remedies.** If Seller fails to perform Seller's obligations under this Agreement for any reason except Purchaser's default, which continues for more than ten (10) days following delivery of written notice of such default from Purchaser to Seller, then Seller shall be in default and Purchaser may elect to (i) terminate this Agreement and receive the Earnest Money, or (ii) pursue the remedy of specific performance, as Purchaser's sole and exclusive remedies.

**Section 9.2 Seller's Remedies.** If Purchaser fails to perform Purchaser's obligations under this Agreement for any reason except Seller's default, which continues for more than ten (10) days following delivery of written notice of such default from Seller to Purchaser, then Purchaser shall be in default, and Seller may terminate this Agreement and receive the Earnest Money.

**ARTICLE X**  
**REAL ESTATE COMMISSIONS**

Each party hereto represents to the other that it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase transaction contemplated hereby and that it has not dealt with any broker or finder purporting to act for any other party. To the extent

permitted by law, each party hereto indemnifies and agrees to defend and hold harmless the other party from and against any and all liabilities, costs, damages and expenses of any kind or character arising from any claims for brokerage or finder's fees, commissions or other similar fees in connection with the transactions covered by this Agreement insofar as such claims shall be based upon alleged arrangements or agreements made by such party or on its behalf, which indemnity shall expressly survive any termination or Closing of this Agreement. The Texas Real Estate License Act requires written notice to Purchaser that Purchaser should have an attorney examine an abstract of title to the Property or else obtain a title insurance policy. Notice to that effect is, therefore, hereby given to Purchaser. The indemnification set forth in this Section survives Closing.

## **ARTICLE XI** **MISCELLANEOUS PROVISIONS**

**Section 11.1 Notices.** All notices and other communications required or permitted under this Agreement must be in writing and shall be deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; (ii) the date and time of transmission if delivered by email; or (iii) three (3) business days after deposit in the United States Mail as required below. Notices delivered by mail must be deposited with the U.S. Postal Service and sent by certified mail return receipt requested with postage prepaid, and properly addressed to the intended recipient at the address set forth below. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above.

**Section 11.2 Forms and Construction.** This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Purchaser hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

**Section 11.3 Attorney's Fees.** The prevailing party in any legal proceeding brought in relation to this Agreement or transaction shall be entitled to recover from the non-prevailing party's court costs, reasonable attorneys' fees and all other reasonable litigation expenses.

**Section 11.4 Assignment.** Purchaser may not assign this Agreement.

**Section 11.5 Integration.** This Agreement contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement of the parties hereto. The parties agree that there are no oral or signed agreements, understandings, representations or warranties made by the parties which are not expressly set forth herein.

**Section 11.6 Survival.** Any warranty, representation, covenant, condition or obligation contained in this Agreement not otherwise consummated at the Closing will survive the Closing of this transaction for a period of one (1) year.

**Section 11.7 Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns.

**Section 11.8 Time for Performance.** Time is of the essence under each provision of this Agreement. If the last day of any time period under this Agreement or any date of performance hereunder falls upon a Saturday, Sunday or recognized holiday, such date will be deemed moved forward to the next day which is not a Saturday, Sunday or recognized holiday.

**Section 11.9 Business Day.** The term “business day” shall mean days elapsed exclusive of Saturday, Sunday or recognized holidays.

**Section 11.10 Governing Law.** This Agreement shall be construed under and governed by the laws of the State of Texas, and unless otherwise provided herein, all obligations of the parties created under this Agreement are to be performed in the county where the Property is located.

**Section 11.11 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable provision shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

**Section 11.11 Counterparts.** This Agreement may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts shall, collectively, constitute one agreement. Executed documents transmitted by PDF or electronically shall be considered originals.

**Section 11.12 Gender; Number.** Unless the context requires otherwise, all pronouns used in this Agreement shall be construed to include the other genders, whether used in the masculine, feminine or neuter gender. Words in the singular number shall be construed to include the plural, and words in the plural shall be construed to include the singular.

**Section 11.13 Further Assurances.** The parties each agree that at any time, or from time to time, after the execution of this Agreement each party will, upon the request of the other party hereto, execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect fully the purposes of this Agreement.

**Section 11.12 Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, The Parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into

this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**



**EXECUTED** on the dates stated below, but to be **EFFECTIVE** on the Effective Date defined herein.

**PURCHASER:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

Date: \_\_\_\_\_

North Texas Municipal Water District

By: \_\_\_\_\_

Name: Jennafer P. Covington

Title: Executive Director/General Manager

**TITLE COMPANY ACCEPTANCE**

The Title Company acknowledges receipt of the executed Agreement on \_\_\_\_\_, 2024, at \_\_\_\_\_ (a.m./p.m.) and agrees to act as the Title Company under the foregoing Agreement in accordance with the terms and conditions set forth in this Agreement.

**TITLE COMPANY:**

**REPUBLIC TITLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

2626 Howell Street, 10<sup>th</sup> Floor  
Dallas, TX 75204  
Attn: Lorri Henson, Escrow Agent  
Phone: (214) 544-4090

**Exhibit A**  
**Land Depiction**

[ADD]

**Exhibit B**  
**Form of Special Warranty Deed**

**“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**

STATE OF TEXAS                   §  
  §                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF COLLIN           §

THAT, **NORTH TEXAS MUNICIPAL WATER DISTRICT** (the “Grantor”) for and in consideration of the sum of *Ten and No/100 Dollars* (\$10.00) and other good and valuable consideration in hand paid by \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (the “Grantee”), the receipt and sufficiency of which is hereby acknowledged; has **GRANTED, BARGAINED, SOLD and CONVEYED** and by these presents does **GRANT, BARGAIN, SELL and CONVEY** unto Grantee that certain real property located in Collin County, Texas, and being more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference for all purposes, together with all and singular the improvements, buildings, structures and fixtures located thereon or attached thereto (collectively, the “Property”).

This conveyance is made and accepted subject to all those certain easements, covenants, restrictions and other matters more particularly described in **Exhibit B** attached hereto and incorporated herein by this reference for all purposes, to the extent that same are valid and subsisting and affect the Property (collectively, the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee’s successors and assigns forever, and Grantor does hereby bind Grantor and Grantor’s successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular the title to the Property unto Grantee and Grantee’s 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, subject, however, to the Permitted Exceptions.

GRANTOR HAS EXECUTED AND DELIVERED THIS DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS DEED AND HAS ACCEPTED THE PROPERTY “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS” INCLUDING WITHOUT LIMITATION, ANY ENVIRONEMNTAL HAZARDS OR CONDITIONS, AND GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT

LIMITED TO, ANY WARRANTY OF CONDITION HABITABILITY, MERCHANTABILITY, PROFITABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of \_\_\_\_\_, 2024.

**GRANTOR:**

North Texas Municipal Water District

By: DO NOT EXECUTE – EXHIBIT COPY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of North Texas Municipal Water District, on its behalf.

DO NOT NOTARIZE – EXHIBIT COPY

Notary Public, State of Texas

**Exhibit A**  
**Property Description**

[To Be Attached]

**Exhibit B**  
**Permitted Exceptions**

[To Be Attached]