

**REQUEST FOR SEALED OFFERS TO PURCHASE  
UP TO 86.7 ACRES OF REAL PROPERTY OWNED BY  
EANES INDEPENDENT SCHOOL DISTRICT**

**Introduction:**

Eanes Independent School District (“EISD” or the “District”) is soliciting sealed offers to purchase the fee simple title to real property owned by EISD, in accordance with Texas Local Government Code Section 272.001 and pursuant to the terms and conditions set forth in this Request for Sealed Offers.

**Property:**

The property consists of fee simple title to approximately 86.7 acres of land, located on River Hills Road, in Travis County, Texas, as described in Exhibit A (the “Property”). **The Property shall be subject to an existing Ground Lease by and between the District and Western Hill Little League, and Offeror shall be required to accommodate such Ground Lease. In addition, the District reserves the right to negotiate with multiple parties for the sale of different portions of the Property.**

**Instructions:**

1. All offers must be submitted on the form of Letter of Intent attached hereto as Attachment 1. To submit an offer, the offeror must complete all sections of the Letter of Intent, include all required exhibits to the Letter of Intent, and submit one (1) original and two (2) copies of the executed Letter of Intent and the Development Plan described in Paragraph 3 below.
2. All offers must be accompanied by an earnest money check, in the amount of \$10,000 made payable to the title company stated in the Letter of Intent.
3. The Letter of Intent must include, by separate attachment, a description of the offeror’s proposal to accommodate the current ground lease holder and a proposed land development plan for the remaining land on the Property.
4. All required submissions should be delivered Monday through Friday, between the hours of 8:30 a.m. and 4:00 p.m.to:

Allyson Collins  
Eanes Independent School District  
601 Camp Craft Road  
Austin, Texas 78746

5. The Letter of Intent, land development plan, and earnest money check must be delivered to the above address no later than **4:00 p.m. on Monday, December 1, 2014** to be considered. **If no offers, or no acceptable offers are received by such deadline, the District reserves the right to keep this solicitation open and continue to receive sealed offers until such time that an offer is formally accepted by the Eanes ISD Board of Trustees. Furthermore, the District reserves the right to negotiate with multiple parties for the sale of different portions of the Property.**

6. THE ATTACHED LETTER OF INTENT ONCE EXECUTED BY AN OFFEROR CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY AND MAY CREATE LEGAL OBLIGATIONS ON THE OFFEROR. AN OFFER MAY ONLY BE ACCEPTED BY FORMAL ACTION OF THE EANES ISD BOARD OF TRUSTEES. OFFERORS MAY WISH TO HAVE AN ATTORNEY REVIEW THE LETTER OF INTENT TO ADVISE THEM AS TO THE EFFECTS THEREOF.

7. EANES INDEPENDENT SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS FOR THE PURCHASE OF THE PROPERTY, OR NEGOTIATE OR MAKE COUNTER-OFFERS TO ANY OFFEROR. IF EANES INDEPENDENT SCHOOL DISTRICT DECIDES TO ACCEPT AN OFFER FOR THE PURCHASE OF THE PROPERTY, EANES INDEPENDENT SCHOOL DISTRICT RESERVES THE RIGHT TO CONSIDER THE LONG-TERM AD VALOREM TAXATION IMPACT OF AN OFFER ON EANES INDEPENDENT SCHOOL DISTRICT IN ADDITION TO THE PURCHASE PRICE OR OTHER TERMS WHEN CONSIDERING WHETHER OR NOT TO ACCEPT AN OFFER.

8. All offers that are not accepted will be returned to the offeror together with the uncashed earnest money deposit check.

9. Questions regarding these procedures or the EISD Property should be addressed to:

Allyson Collins  
Eanes Independent School District  
601 Camp Craft Road  
Austin, Texas 78746

## **EXHIBIT A**

Approximately 86.7 acre tract in the Wofford W Survey, ABS 808 SUR 39 and ABS 808 SUR 40, located in Travis County, Texas.

**ATTACHMENT 1**

**LETTER OF INTENT FOR  
OFFER TO PURCHASE REAL PROPERTY**

Allyson Collins  
Eanes Independent School District  
601 Camp Craft Road  
Austin, Texas 78746

Re: Letter of Intent to purchase approximately \_\_\_\_\_ acres, located in Travis County, Texas, located on River Hills Road in Travis County, Texas, as described in Exhibit A (the "Property").

Dear Ms. Collins:

Offeror submits the following offer for the purchase of \_\_\_\_\_ acres of the above-described Property. Offeror acknowledges that, if accepted by Eanes Independent School District Board of Trustees, such transaction would be subject to the following material terms, to be finalized by the parties in a Sale and Purchase Agreement ("Contract") to be approved by Offeror and the Eanes ISD Board of Trustees:

- 1. Offeror's Legal Name, Contact Representative, Address, Telephone Number and E-mail:**

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- 2. Purchase Price:** The purchase price ("Purchase Price") would be \_\_\_\_\_ per acre, payable to Seller at closing, for a total estimated cash purchase price of \_\_\_\_\_. Property taxes will be prorated to the date of closing.

3. **Earnest Money:** Offeror submits a check herewith in the amount of \$10,000, payable to \_\_\_\_\_, as Earnest Money.

4. **Existing Lease:** Purchaser shall purchase the Property subject to, and shall accommodate the existing Ground Lease by and between the Eanes ISD and Western Hills Little League. Purchaser shall be required to execute an assignment of such Ground Lease at Closing.

5. **Survey and Verifications:** Within 30 days after Contract execution, Buyer would provide a survey of the Property.

6. **Title Commitment:** Within 30 days after Contract execution, Seller would, at Seller's expense, provide a Title Commitment to the Purchaser.

7. **Review Period:** Purchaser would be allowed a period of 15 days after receipt of both the Survey and Title Commitment to make written objections to matters affecting title Seller has, except for permitted exceptions, including, but not limited to the existing Ground Lease.

8. **Feasibility Period:** To allow Purchaser sufficient time to perform the necessary studies, inspections, and assessments related to the Property, Seller would grant to Purchaser a period of 45 days from the effective Contract date to conduct such studies, inspections, and assessments. If prior to the expiration of the Feasibility Period the Purchaser elects to terminate the Contract for any reason, the Purchaser would receive a full refund of the Earnest Money Deposit, less independent consideration of \$2,500.00 for such option.

9. **As-Is, Where-Is:** EANES INDEPENDENT SCHOOL DISTRICT DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, PHYSICAL OR ENVIRONMENTAL CONDITIONS, THE VALUE, CONDITION, MERCHANTABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. ACCORDINGLY, OFFEROR ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE CONVEYED AND OFFEROR SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS.

10. **Closing:** Closing of the transaction would take place 30 (thirty) days after expiration of the Feasibility Period, unless otherwise agreed to by the Parties.

Please be advised that this Letter of Intent is a binding offer to purchase the Property, once accepted by the Eanes Independent School District Board of Trustees. The parties agree to execute a Sale and Purchase Agreement in accordance with the terms of this Letter of Intent, or any other additional terms as negotiated by and acceptable to Offeror and Eanes Independent School District.

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Signature of Authorized Representative of  
Offeror

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Printed Name

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Date

**EXHIBIT A**

Approximately 86.7 acre tract in the Wofford W Survey, ABS 808 SUR 39 and ABS 808 SUR 40, located in Travis County, Texas.

**EXHIBIT B**

**[Offeror's Proposed Development Plan]**