

## **RFO-FY2025-001**

### **REQUEST FOR OFFERS PURCHASE OF PROPERTY 1.96 Acres, more or less, Collin County, Texas**

The Board of Regents of The University of Texas System (“*Seller*”) is pleased to announce that it is seeking offers for the purchase of the property containing approximately 1.96 acres in Collin County, Texas. The purpose of this announcement is to describe the property and to outline the process that will be followed for the sale. Details of the process appear below.

#### **THE PROPERTY**

##### **LOCATION:**

The property is located in Plano, Collin County, Texas, situated along the W. President George Bush Highway (State Highway 190) frontage, near Independence Parkway. See the aerial maps attached as Exhibit A.

##### **LEGAL DESCRIPTION:**

The property is described as containing approximately 1.96 acres of land out of the F. McCullough Survey, Abstract 586, conveyed by Excellence in Education Foundation to the Board of Regents of The University of Texas System by Deed of Gift dated August 25, 1975, recorded in Volume 976, Page 517, Collin County, Texas (“*UT Deed*”); same property being a portion of the property described in Part I, Section (4) of Exhibit “A” of the UT Deed, containing approximately 85.639 acres of land, less 0.751 acre in roads, for a net acreage of 84.808 acres, conveyed by W. Nash Shelley et ux to Graduate Research Center of the Southwest by Deed dated July 17, 1962, recorded in Volume 601, Page 589, Deed Records of Collin County, Texas. See the copy of the 1975 UT Deed to Seller that is attached as Exhibit B. All oil, gas, and other minerals, all geothermal energy and associated resources, and all groundwater or other subsurface water of any kind or nature in, under, or from the property are reserved by the Seller and will not be included in the sale.

##### **PHYSICAL DESCRIPTION AND INFORMATION:**

The property has frontage on W. President George Bush Highway.

Please see the Collin County Appraisal District tax account parcel ID #: 364689 attached as Exhibit C.

According to the City’s zoning map, the property is currently zoned Light Industrial – 1. The zoning map webpage link is attached as Exhibit E.

Seller makes no, and specifically disclaims any and all, representations and warranties, express or implied, in respect to the accuracy or completeness of the information contained in Exhibits A, C, E and F. Each offeror must verify the information contained therein, conduct its own investigation and analysis and bear all risk for any inaccuracies reflected therein.

Each offeror should independently determine the applicability and impact of these matters on the future use of the property, the availability of utilities to the site, and the physical and legal access to the site. The Seller will only sell the property on an “**AS IS, WHERE IS**” basis, “**WITH ANY AND ALL FAULTS.**” **SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, NOR IS ANY EMPLOYEE OR AGENT OF SELLER AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE QUALITY OR**

**CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO SELLER, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY.** By closing the purchase and sale, the purchaser warrants that the purchaser has fully inspected the property, is fully satisfied with the same in all respects **“AS IS, WHERE IS, WITH ANY AND ALL FAULTS,”** IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER, EXCEPT THE WARRANTY OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ZONING, ARCHAEOLOGICAL OR ENVIRONMENTAL CONDITION ON THE PROPERTY.

### **THE SALES PROCESS**

The offer process will be administered by the Real Estate Office of The University of Texas System. All inquiries regarding this sale should be directed to Kim Vasquez at the following address:

U.T. System  
Real Estate Office  
210 West 7th Street  
Austin, Texas 78701  
Attention: Kim Vasquez  
Telephone (512) 499-4577  
Fax: (512) 499-4523  
Email: [kvasquez@utsystem.edu](mailto:kvasquez@utsystem.edu)

The following criteria are required for each offer. Offers that do not comply with these guidelines may be rejected, at the sole option of the Seller.

1. The Seller will not finance any portion of the sale.
2. The property is being offered in its current “AS IS” condition with all defects.
3. Offers must be submitted on the enclosed form of Real Estate Contract attached as Exhibit D and each offer should include the information in the “Guidelines for Offer” stated below. Please note that these guidelines are intended as an outline only and are not a full and complete listing of all terms and conditions that are to be included in the contract of sale.
4. If the sale is subject to a zoning change, the offer must include a description of the zoning classifications sought, and an estimate of the amount of time needed to secure the necessary approvals.

## Important Dates and Deadlines:

June 17 , 2025

Sale package available on the U.T. System Real Estate Office website at <https://www.utsystem.edu/offices/real-estate>.

August 1 , 2025

Offers will be accepted until 4:00 p.m., Austin, Texas, time at the U.T. System Real Estate Office. Offers must be submitted via email to [realestate@utsystem.edu](mailto:realestate@utsystem.edu).

After the submission deadline, Seller will review all offers for completeness and adherence to the terms of this request for offers. At the sole discretion of the Seller, incomplete submissions may either be rejected or returned to the offeror for prompt completion and resubmission. Based on the final submission, each offer will be evaluated. At this phase of the process, the Seller reserves the right, but shall have no obligation, to enter into negotiations with one or more offerors regarding the offer and to request evidence of prior experience and financial qualifications. If, after such review and negotiation, the Seller elects to accept an offer, it will execute the Real Estate Contract and notify the selected offeror. The purchaser will have five (5) business days after that notice to deposit the required earnest money and the independent contract consideration of with the title company.

## GUIDELINES FOR SUBMITTING AN OFFER

1. The required escrow deposit (which includes the earnest money deposit and the independent contract consideration) must be deposited in full by the purchaser with the Title Company (as defined in the Real Estate Contract) within five (5) business days of the offer selection **per the deadline stated above**.
2. The Seller will not pay a sales commission on this transaction.
3. The Seller will provide at closing, at its expense, a standard Form T-1 Texas Owner Policy of Title Insurance in the amount of the purchase price. Any endorsements to the title policy will be the sole expense of the purchaser.
4. The Seller shall have no obligation to furnish any survey of the Property to any offeror or purchaser. If purchaser obtains a new survey of the Property, purchaser shall provide a copy of the new survey to Seller within 3 business days of purchaser's receipt of the new survey.
5. The Seller reserves the right to require evidence satisfactory to the Seller of an offeror's financial ability to purchase the property for the amount stated in the offer before the Seller determines which offer to select. An offeror who fails to promptly supply evidence of financial ability may be disqualified at the option and sole discretion of the Seller.
6. THE SELLER RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS IN ITS SOLE DISCRETION. THE SELLER SHALL HAVE THE RIGHT TO DISCONTINUE THE OFFER PROCESS AT ANY TIME PRIOR TO EXECUTION OF THE REAL ESTATE CONTRACT, AND THE SELLER SHALL HAVE NO OBLIGATION TO NOTIFY ANY OFFEROR OF SUCH DISCONTINUATION. THE SELLER RESERVES THE RIGHT TO SELL THE PROPERTY TO ANY THIRD PARTY AND ON ANY TERMS ACCEPTABLE TO THE SELLER AFTER DISCONTINUANCE OF THE OFFER PROCESS WITHOUT NOTICE TO THE OFFERORS.
7. ANY OFFER PRESENTED TO THE SELLER MUST BE BASED ON THE OFFEROR'S OWN INVESTIGATION AND NOT ON ANY STATEMENTS MADE BY THE SELLER OR ANY SELLING AGENT. THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH

RESPECT TO THE PROPERTY OR THE INFORMATION SET FORTH HEREIN (INCLUDING THE INFORMATION ATTACHED HERETO).

8. THE PROPERTY IS SUBJECT TO WITHDRAWAL FROM THE MARKET AT ANYTIME FOR ANY OR NO REASON.
9. Offers will be reviewed and evaluated to determine whether the Seller wishes to obtain additional information from or negotiate with any offeror. The Seller reserves the right to terminate this request for offers, re-solicit offers, and reject any or all offers. In addition, the Seller reserves the right to waive formalities, procedural requirements, minor technical inconsistencies, or any requirements in this request for offers when deemed to be in the Seller's best interest. The Seller reserves the right to enter into negotiations with one or more offerors.
10. By submitting an offer, the offeror acknowledges and agrees that (1) this request for offers is a solicitation for offers and is not a contract or an offer to contract; (2) the submission of an offer in response to this request for offers will not create a contract between the offeror and the Seller; (3) the Seller has made no representation, written or oral, that a contract will be issued under this request for offers; and (4) the offeror shall bear, as its sole risk and responsibility, any cost that arises from its preparation of an offer and any costs associated with the clarification or negotiation of its offer.
11. The emailed submission of an offer **MUST BE MARKED "COLLIN COUNTY RFO PACKAGE."**

#### ATTACHMENTS

- Exhibit A** – Aerial Maps
- Exhibit B** – Deed of Gift
- Exhibit C** – Collin County Appraisal District Account Information
- Exhibit D** – Real Estate Contract
- Exhibit E** – City Zoning Map Website Link
- Exhibit F** – Boundary Agreement and Easements

## **EXHIBIT A**

### **AERIAL MAPS**

No representation or warranties, express or implied, as to the accuracy of the information contained herein are made by any party. References to acreage and boundaries are approximate. Recipients must verify the information, conduct their own investigation and analysis and bear all risk for any inaccuracies.

An aerial photograph from Google Earth showing a property outlined in white. The property is a large, irregularly shaped lot situated between a residential area with houses and trees to the north and a multi-lane highway (labeled 190) to the south. A callout box points to the outlined property. To the east of the property, there are several large white storage tanks and some industrial buildings. The highway below is a multi-lane road with yellow and white markings. The text "W President George Bush Hwy" is visible on the highway. The "Subject Property" is approximately 1.96 acres.

**Subject Property**  
Approximately 1.96 acres

No representation or warranties, expressed or implied, as to the accuracy of the information contained herein are made by any Party. References to acreage and boundaries are approximate. Recipients must verify the information, conduct their own investigation and analysis and bear all risk for any inaccuracies.

Google Earth

Image Landsat / Copernicus

400 ft





**Subject Property**  
Approximately 1.96 acres

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**EXHIBIT B**

**DEED OF GIFT**

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22943  
DEED OF GIFT

THE STATE OF TEXAS     )  
                              ) KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF COLLIN     )

That EXCELLENCE IN EDUCATION FOUNDATION, a Texas Non-Profit corporation, of Dallas, Texas, hereinafter called "Grantor," in order to make a gift of real estate to the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called "Grantee," for the uses and purposes and subject to the conditions and limitations hereinafter provided, has GIVEN, DONATED, GRANTED AND CONVEYED, and by these presents does GIVE, DONATE, GRANT AND CONVEY to the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, from time to time in office, as Trustee for the use and benefit of THE UNIVERSITY OF TEXAS AT DALLAS, hereinafter called "UTD," and subject to the conditions and limitations hereinafter provided, all of those certain tracts or parcels of real estate located in Collin County, Texas, in the Martha McBride Survey, Abstract 553, the F. McCullough Survey, Abstract 586, and the John C. Campbell Survey, Abstract 241, all fully described by metes and bounds in Exhibit "A" hereto attached and made a part hereof for all purposes.

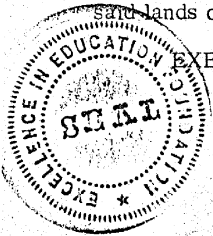
TO HAVE AND TO HOLD said real estate, together with all buildings and improvements thereon, and all and singular the easements, rights and appurtenances thereto in anywise belonging, unto Grantee, and its successors and assigns, forever.

PROVIDED, HOWEVER, that:

1. Grantee shall hold the legal title to the real estate hereby granted and conveyed as Trustee for the use and benefit of UTD in the conduct and operation of UTD, with full rights, powers and authority in Grantee to sell (for cash, notes or other properties, or a combination thereof), exchange, lease (for terms of any duration), develop, mortgage, encumber, charge and manage same, with all rights, powers and authority of an owner of said real estate except as herein expressly limited and provided;
2. An undivided two-thirds ( $2/3$ ) interest in said real estate, or in the proceeds thereof or the properties acquired with such proceeds or in exchange therefor (in the event of a sale or exchange) shall be held as a permanent endowment for the further attainment of excellence at UTD, all of the income therefrom to be made available by Grantee at least annually for expenditure by the President (or other chief administrative officer) from time to time of UTD for that purpose;
3. Not to exceed an undivided one-sixth ( $1/6$ ) interest in said real estate, or in the proceeds thereof or the properties acquired with such proceeds or in exchange therefor (in the event of a sale or exchange), but not more than one-tenth ( $1/10$ ) of said undivided one-sixth ( $1/6$ ) interest in any one calendar year, shall be made available to be used by UTD for the purposes of purchasing, constructing, fabricating, designing or otherwise acquiring buildings, improvements, equipment, appliances, furnishings and fixtures that will be located and used on or in the institution named "Callier Center for Communication Disorders," the operation of which is now being transferred to UTD;
4. The balance of said interest in said real estate, or in the proceeds thereof or the properties acquired with such proceeds or in exchange therefor (in the event of a sale or exchange) shall be held as a permanent endowment for UTD in connection with its operation of Callier Center for Communication Disorders, and all of the income from said interest shall be made available at least annually for expenditure by UTD for the operation of Callier Center for Communication Disorders;
5. None of said real estate or the proceeds thereof or the properties acquired with such proceeds or in exchange therefor (in the event of a sale or exchange), or the income of any of the same, shall ever become a part of the Permanent University Fund, the Available University Fund, or the general funds of the State of Texas, but all of the same shall be used solely for the purposes hereinabove set forth; and

6. No purchaser or grantee of any of said real estate, or any real estate or other properties acquired with the proceeds thereof or in exchange therefor (in the event of a sale or exchange) shall ever be obliged to be concerned with the use or application made of any funds or other property paid or delivered by him to Grantee therefor. VOL 976 PAGE 519

Grantor does hereby bind itself, and its successors, to warrant and forever defend all and singular said lands unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim said lands or any part thereof.



EXECUTED at Dallas, Texas, this 25th day of August, 1975.

EXCELLENCE IN EDUCATION FOUNDATION

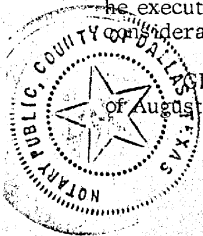
By Erik Jonsson  
President

ATTEST:

William J. Frank  
Secretary

THE STATE OF TEXAS     )  
                                  )  
COUNTY OF DALLAS     )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Erik JONSSON, President of EXCELLENCE IN EDUCATION FOUNDATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said EXCELLENCE IN EDUCATION FOUNDATION, a Texas Non-Profit corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of August, 1975.

Harold E. Spencer  
Notary Public in and for Dallas County, Texas

My Commission Expires  
June 1, 1977

Deed from Excellence in Education Foundation  
to Board of Regents of The University of Texas System  
dated August 25, 1975

All of the lands now owned by Excellence in Education Foundation located in Collin County, Texas, SAVE AND EXCEPT those lands that are excepted from this Deed and retained by Excellence in Education Foundation and are described in Section III below. The lands hereby granted and conveyed by this Deed are all those lands heretofore acquired by Excellence in Education Foundation located in Collin County, Texas, described in Section I below less those lands heretofore conveyed by Excellence in Education Foundation, which are described in Section II below, and SAVE AND EXCEPT those lands that are being retained and are described in Section III below.

I.

Description of all lands in Collin County heretofore acquired by Excellence in Education Foundation (or Graduate Research Center of the Southwest, the original name of Excellence in Education Foundation):

- (1) Ouida Saigling Anderson Tract. Part of the Martha McBride Survey, Abstract 553, containing 177.09 acres, more or less, less 3.01 acres in roads, for net of 174.08 acres, more or less, conveyed by Ouida Saigling Anderson et al to Graduate Research Center of the Southwest (Grantor's former name) by Deed dated June 28, 1962, recorded in Volume 600, Page 428, Deed Records, Collin County, Texas.
- (2) The Murray Company of Texas, Inc. Tracts. Three (3) tracts of land, all in the Martha McBride Survey, Abstract 553, being Tract A of 93.229 acres, more or less, less 0.951 acre in roads, for net of 92.278 acres, Tract B of 23.878 acres, and Tract C of 75.081 acres, less 0.551 acre in roads, for net of 74.53 acres, aggregate net of 190.686 acres, conveyed by The Murray Company of Texas, Inc. to Graduate Research Center of the Southwest by Deed dated August 29, 1962, recorded in Volume 603, Page 635, Deed Records, Collin County.
- (3) Felicia A. Saigling Tracts. Four (4) tracts of land, all in the Martha McBride Survey, Abstract 553, being Tract A of 118.308 acres, less 3.097 acres in roads, for net of 115.211 acres, Tract B of 7.142 acres less 0.343 acre in roads, for net of 6.799 acres, Tract C of 141.076 acres less 1.162 acres in roads, for net of 139.914 acres, and Tract D of 25.672 acres, aggregate net of 287.596 acres, conveyed by Felicia A. Saigling et al to Graduate Research Center of the Southwest by Deed dated May 30, 1962, recorded in Volume 598, Page 612, Deed Records, Collin County.
- (4) W. Nash Shelley Tract. A part of the F. McCullough Survey, Abstract 586, containing 85.639 acres, less 0.751 acre in roads, for a net of 84.808 acres, conveyed by W. Nash Shelley et ux to Graduate Research Center of the Southwest by Deed dated July 17, 1962, recorded in Volume 601, Page 589, Deed Records, Collin County.

- (5) Nellie S. Vines Tract. A part of the Martha McBride Survey, Abstract 553, containing 60.944 acres, conveyed by Mrs. Nellie S. Vines et al to Graduate Research Center of the Southwest by Deed dated August 7, 1962, recorded in Volume 603, Page 121, Deed Records, Collin County.
- (6) Flora Stanford Tracts. Three (3) tracts of land in the F. McCullough Survey, Abstract 586, and the John C. Campbell Survey, Abstract 241, the first tract in the F. McCullough Survey containing 46.425 acres, the second tract in the F. McCullough Survey containing 23.435 acres less 0.86 acre in roads, for a net of 22.575 acres, and the third tract in the John C. Campbell Survey containing 4 acres, for aggregate net of 73 acres conveyed by Flora Stanford et vir to The Jonsson Foundation et al by Deed dated February 14, 1961, recorded in Volume 578, Page 184, Deed Records, Collin County.
- (7) Texas Instruments Tract. A part of the Martha McBride Survey, Abstract 553, containing 14.14 acres, conveyed by Texas Instruments Incorporated to Grantor by Deed dated March 30, 1972, recorded in Volume 826, Page 751, Deed Records, Collin County.
- (8) Old Coit Road Tract. A part of the Martha McBride Survey, Abstract 553, containing 0.028 acre conveyed by Collin County, Texas, to Grantor by Deed dated August 22, 1974, recorded in Volume 927, Page 525, Deed Records, Collin County, and also conveyed by the City of Plano to Grantor by Deed dated March 13, 1972, recorded in Volume 900, Page 626, Deed Records, Collin County.
- (9) University of Texas Tract. A part of the F. McCullough Survey, Abstract 586, containing 4.039 acres, more or less, conveyed by the Board of Regents of The University of Texas to Grantor by Deed dated August \_\_\_\_, 1975, recorded in Volume \_\_\_\_, Page \_\_\_\_, Deed Records, Collin County.

## II.

LESS the following described tracts of land, all of which have been heretofore conveyed by Grantor, and are therefore excluded from the tracts of land described in Section I above and from this Deed:

- (i) The Murray Company of Texas, Inc. Tract. A part of the Martha McBride Survey, Abstract 553, containing 217.094 acres, more or less, conveyed by Graduate Research Center of the Southwest to The Murray Company of Texas, Inc. by Deed dated August 29, 1962, recorded in Volume 603, Page 631, Deed Records, Collin County.
- (ii) Texas Instruments Incorporated Tract. Two (2) tracts of land in the Martha McBride Survey, Abstract 553, being Parcel 1 lying west of old Coit Road containing 24.537 acres, and Parcel 2 lying east of old Coit Road containing 100.463 acres, an aggregate of 125 acres, conveyed by Graduate Research Center of the Southwest to Texas Instruments Incorporated by Deed dated August 1, 1963, recorded in Volume 622, Page 91, Deed Records, Collin County.

- (iii) Coit Road Easement Tracts. Three (3) tracts of land, all in the Martha McBride Survey, Abstract 553, one tract called Tract No. 1 containing 10.801 acres, one tract called Tract No. 3 containing 0.390 acre, and one tract called Tract No. 5 containing 4.558 acres, for an aggregate of 15.749 acres, in which an easement was granted to the State of Texas for new Coit Road (also called F.M. 3193) by Right-of-Way Easement dated March 31, 1972, recorded in Volume 820, Page 780, Deed Records, Collin County.
- (iv) Plano ISD Tract. A part of the Martha McBride Survey, Abstract 553, containing 9.828 acres, conveyed by Grantor to Plano Independent School District, by Deed dated June 14, 1974, recorded in Volume 919, Page 95, Deed Records, Collin County.
- (v) University of Texas First Exchange Tract. Four (4) tracts of land, one called the Third Tract in the Deed described below, being in the John C. Campbell Survey, Abstract 241, and the F. McCullough Survey, Abstract 586, containing 28.9417 acres, another called the Fourth Tract in said Deed, in the John C. Campbell Survey, Abstract 241, containing 52.8216 acres, another called the Fifth Tract in said Deed described below, in the John C. Campbell Survey, Abstract 241, containing 6.2976 acres, and another called the Sixth Tract in the Deed described below, in the F. McCullough Survey, Abstract 586, containing 10.7432 acres, all aggregating 98.8041 acres, conveyed by Grantor to the Board of Regents of The University of Texas System by Deed dated February 27, 1975, recorded in Volume 947, Page 439, Deed Records, Collin County.
- (vi) University of Texas Second Exchange Tract. A part of the F. McCullough Survey, Abstract 586, containing 4.0393 acres, more or less, conveyed by Grantor to the Board of Regents of The University of Texas System by Deed dated August \_\_\_\_, 1975, recorded in Volume \_\_\_\_, Page \_\_\_\_, Deed Records, Collin County.

### III.

SAVE AND EXCEPT the following described tracts of land, all located in the Martha McBride Survey, Abstract 553, which saved and excepted tracts are being retained by Grantor:

- A. 0.028 acres of land, which is a part of abandoned Coit Road, is east of and adjoining new Coit Road (FM 3193) and was conveyed by Collin County, Texas, to Excellence in Education Foundation by Deed dated August 22, 1974, recorded in Volume 927, Page 525, Deed Records, Collin County, Texas, and fully described by metes and bounds in said Deed; which same tract of land was also conveyed by the City of Plano to Grantor by Deed dated March 13, 1972, recorded in Volume 900, Page 626, Deed Records, Collin County.

EXHIBIT "A"  
Page 3

- B. 6.799 acres of land, at the intersection of Coit Road (F.M. 3193) and the right-of-way of the G. C. & S. F. Ry. Co., and lying north and west of said intersection, conveyed by Mrs. Felicia A. Saigling, et al, to Graduate Research Center of the Southwest (formerly the name of Grantor) by Deed, being Tract B therein, dated May 30, 1962, recorded in Volume 598, Page 612, Deed Records, Collin County, and fully described by metes and bounds in said Deed; SUBJECT to Right-of-Way Easement (covering .390 acres, Tract No. 3 therein) granted by Grantor to the State of Texas, by Easement Grant dated March 31, 1972, recorded in Volume 820, Page 780, Deed Records, Collin County; leaving net of said road 6.409 acres in this tract.
- C. 14.140 acres of land, adjoining and lying west of new Coit Road (FM 3193), south of the right-of-way of the G. C. & S. F. Ry. Co., and north of Renner Road, conveyed by Texas Instruments Incorporated to Excellence in Education Foundation by Deed dated March 30, 1972, recorded in Volume 826, Page 751, Deed Records, Collin County, and fully described by metes and bounds in said Deed; SUBJECT to Right-of-Way Easement (covering 10.801 acres, Tract No. 1 therein) granted by Grantor to the State of Texas by Easement Grant dated March 31, 1972, recorded in Volume 820, Page 780, Deed Records, Collin County; leaving net of road 3.339 acres in this tract.
- D. 93.322 acres (net of roads) of land, more or less, being the west part and all that part of the tract of land (containing 177.09 acres gross, and 174.08 acres net of roads) conveyed by Ouida Saigling Anderson et al to Graduate Research Center of the Southwest by Deed dated June 28, 1962, recorded in Volume 600, Page 428, Deed Records, Collin County, which has as its west line Coit Road, the west line of said 177.09 acre tract; as its north line White Rock Road, the more northerly north line of said 177.09 acre tract; as the northern part of its east line the more westerly east line of said 177.09 acre tract, being a line running from the more northerly northeast corner of said 177.09 acre tract South 0° 18' 45" West 1500 feet to an interior corner; the southern part of its east line being an extension southward along the same course of said line -- South 0° 18' 45" West -- to the south line of said 177.09 acre tract; which has as its south line a part of the south line of said 177.09 acre tract, the south line of this tract running from the intersection of said extension or east line of this tract with the south line of said 177.09 acre tract North 89° 53' 45" West approximately 574.73 feet to the northeast right-of-way line (150 feet wide) of the G. C. & S. F. Ry. Co. Thence North 67° 36' 30" West 845.16 feet along said northeast right-of-way line to the center of old Coit Road and the PLACE OF BEGINNING; SUBJECT to Right-of-Way Easement (covering 4.558 acres, Tract No. 5 therein) granted by Grantor to the State of Texas, by Easement Grant dated March 31, 1972, recorded in Volume 820, Page 780, Deed Records, Collin County.

EXHIBIT "A"  
Page 4

- E. 2.0 acres of land, more or less, being a triangular tract, on the north side of and adjoining the G.C.&S.F. Ry. Co. right-of-way, which is the west part of Tract D as described in a Deed from Mrs. Felicia A. Saigling et al to Graduate Research Center of the Southwest (formerly the name of Grantor), dated May 30, 1962, recorded in Volume 598, Page 612, Deed Records, Collin County, containing 25.672 acres, more or less, and fully described by metes and bounds in said Deed, this tract having as its north line the west 574.73 feet of the north line of said 25.672 acre tract; as its east line a projection southward of said 93.322 acre tract hereinabove described in Paragraph D to the northeast line of said G.C.&S.F. Ry. Co. right-of-way; and as its southwest line the northeast line of said right-of-way, running northwesterly to its intersection with the north line of this tract; SUBJECT to a 100 foot wide Easement held by Texas Power & Light Company across this tract.

## IV.

The lands hereby granted and conveyed being SUBJECT TO THE FOLLOWING:

- (a) All easements now of record in Collin County, Texas, affecting the lands hereby granted and conveyed;
- (b) All zoning ordinances and regulations of the municipalities in which the lands hereby granted and conveyed are located; and
- (c) A Contract of Exchange dated August 13, 1975, by and between Excellence in Education Foundation, therein called "EEF," and Stephen H. Sands, J. B. Sands, David Sands, D. H. Hunt, Barbara Ann Hunt, Lyda Bunker Hunt and Caroline Hunt Schoellkopf, therein called "Sands," providing for the conveyance by EEF or assigns to Sands of 59.0918 acres of land, more or less, in the F. McCullough Survey, Abstract 586, therein described, owned by EEF in exchange for the conveyance by Sands to EEF or its assigns of 59.0918 acres, more or less, in the Martha McBride Survey, Abstract 553, therein described, owned by Sands, upon the fulfillment of certain conditions set forth in said Contract, same to be recorded in the Deed Records of Collin County, Texas.

EXHIBIT "A"  
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FILED FOR RECORD 13 DAY OF Nov A.D. 1975, at 9:20 A.M.  
RECORDED 14 DAY OF Nov A.D. 1975.  
JAS. R. WEBB, COUNTY CLERK, COLLIN COUNTY, TEXAS.  
BY: Ann Boren DEPUTY.

## **EXHIBIT C**

### **COLLIN COUNTY APPRAISAL DISTRICT ACCOUNT INFORMATION**

No representation or warranties, express or implied, as to the accuracy of the information contained herein are made by any party. References to acreage and boundaries are approximate. Recipients must verify the information, conduct their own investigation and analysis and bear all risk for any inaccuracies.

# Collin CAD Property Search

## Property Details

Account		
Property ID:	364689	Geographic ID: R-6586-000-0020-1
Type:	R	
Property Use:		Condo:
Location		
Situs Address:	PLANO, TX 75075	
Map ID:	129.A	
Legal Description:	ABS A0586 F MCCULLOUGH SURVEY, TRACT 2, 4.8513 ACRES	
Abstract/Subdivision:	A0586	
Neighborhood:	(EXEMPT) TOTAL EXEMPT	
Owner		
Owner ID:	178570	
Name:	U OF TX AT DALLAS	
Agent:		
Mailing Address:	PO BOX 688 RICHARDSON, TX 75080	
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

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## Property Values

Improvement Homesite Value:	N/A (+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)
Market Value:	N/A (=)
Agricultural Value Loss: ⓘ	N/A (-)
Appraised Value:	N/A (=)
HS Cap Loss: ⓘ	N/A (-)
Circuit Breaker: ⓘ	N/A (-)
Assessed Value:	N/A
Ag Use Value:	N/A

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents.

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## Taxing Entities

Entity	Description	Tax Rate	Market Value	Taxable Value
CPL	PLANO CITY	N/A	N/A	N/A
GCN	COLLIN COUNTY	N/A	N/A	N/A
JCN	COLLIN COLLEGE	N/A	N/A	N/A
SPL	PLANO ISD	N/A	N/A	N/A

CAD	COLLIN CAD	N/A	N/A	N/A
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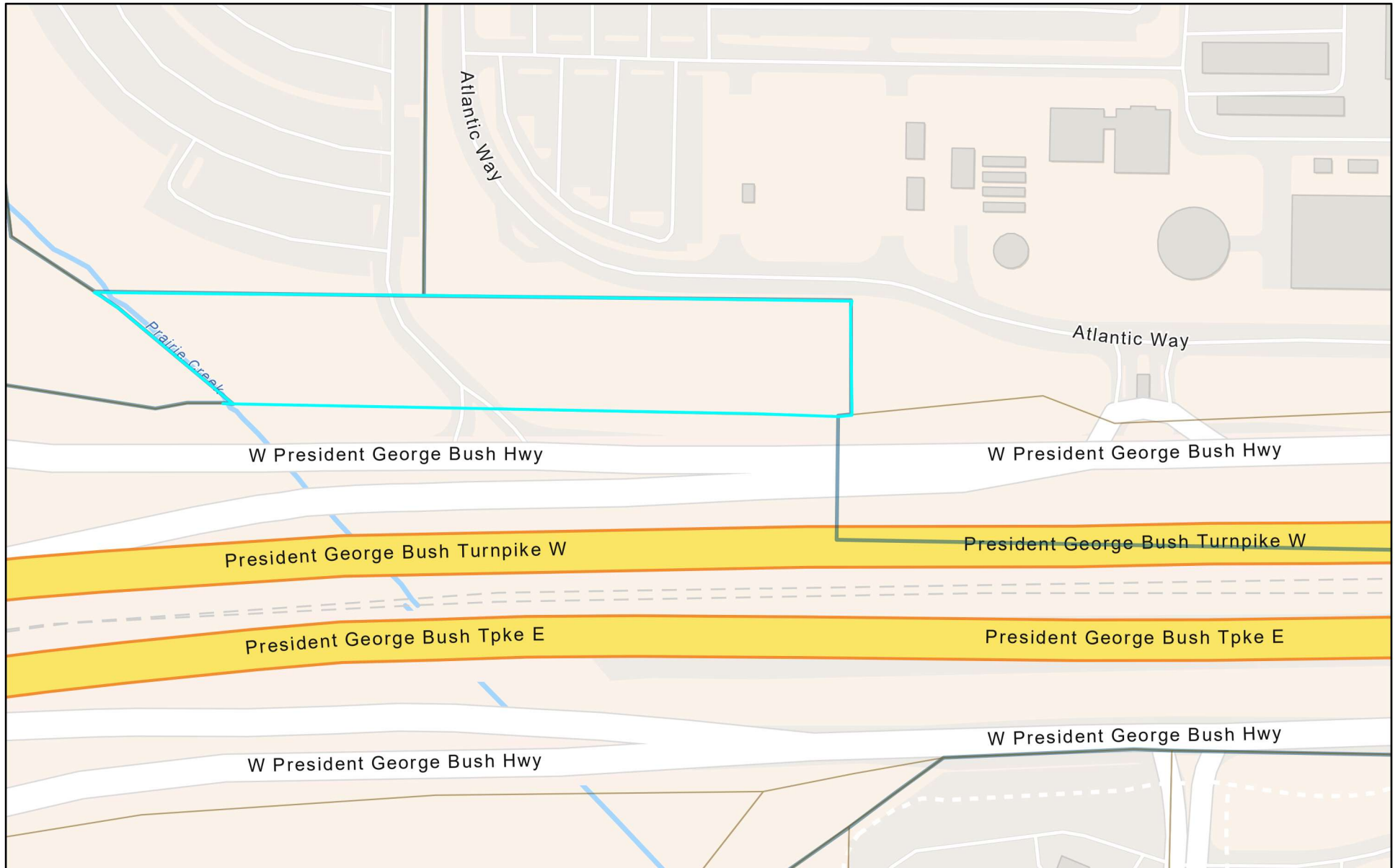
📖 Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
E4	Undeveloped	4.85	211,323.00			N/A	N/A

## Property Roll Value History

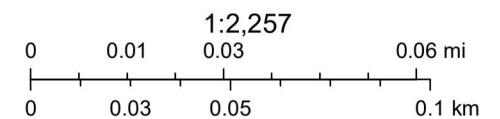
Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2025	N/A	N/A	N/A	N/A	N/A	N/A
2024	\$0	\$1,267,938	\$0	\$1,267,938	\$0	\$1,267,938
2023	\$0	\$1,267,938	\$0	\$1,267,938	\$0	\$1,267,938
2022	\$0	\$1,267,938	\$0	\$1,267,938	\$0	\$1,267,938
2021	\$0	\$1,267,938	\$0	\$1,267,938	\$0	\$1,267,938
2020	\$0	\$1,267,938	\$0	\$1,267,938	\$0	\$1,267,938
2019	\$0	\$1,267,938	\$0	\$1,267,938	\$0	\$1,267,938
2018	\$0	\$1,267,938	\$0	\$1,267,938	\$0	\$1,267,938
2017	\$0	\$1,267,938	\$0	\$1,267,938	\$0	\$1,267,938
2016	\$0	\$1,267,938	\$0	\$1,267,938	\$0	\$1,267,938

# Collin CAD Web Map



2/6/2025, 3:11:36 PM

-  Parcels
-  School Districts
-  Subdivisions

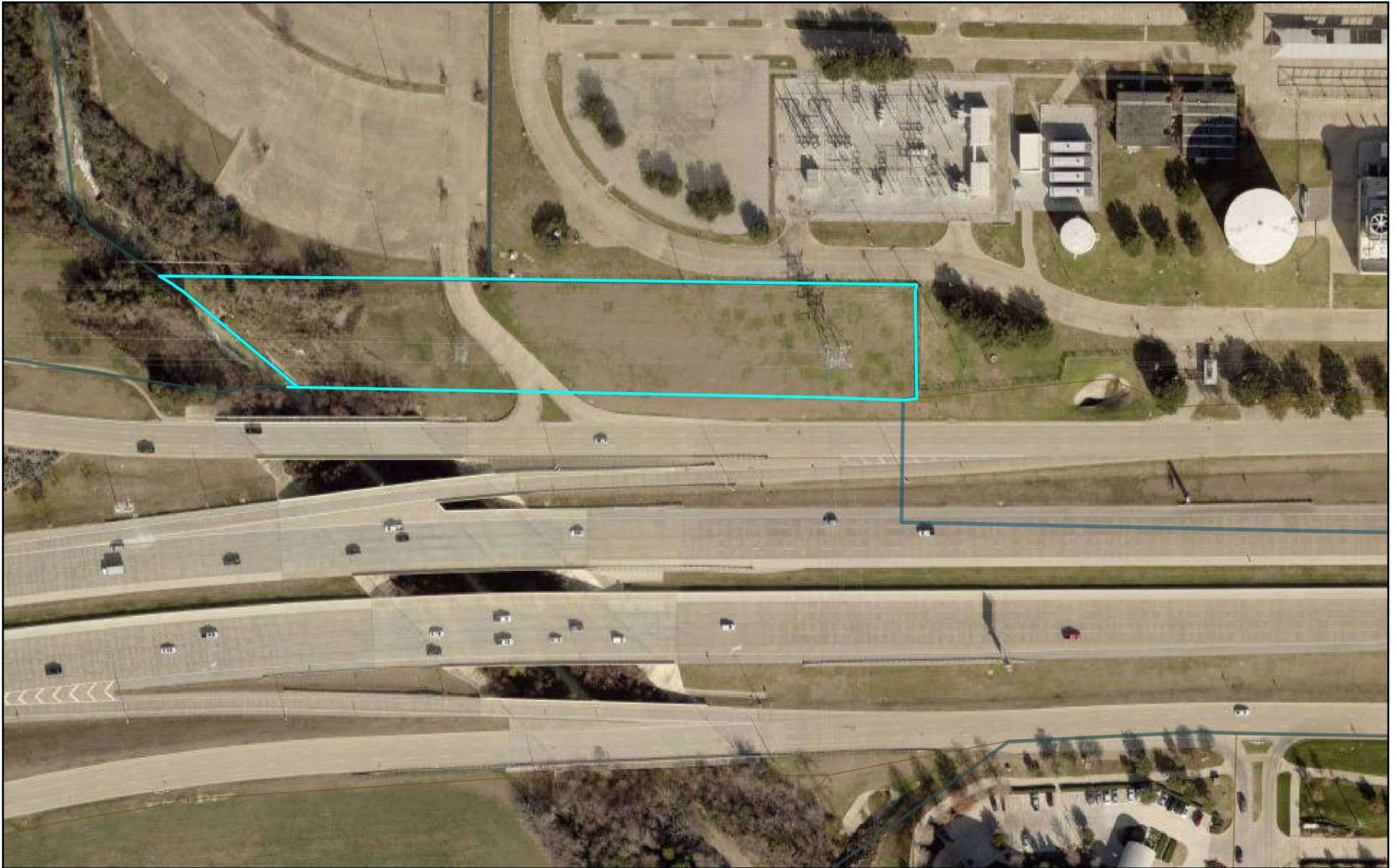


Esri Community Maps Contributors, City of Plano, City of Richardson, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin,

Collin Central Appraisal District, BIS Consulting - [www.bisconsulting.com](http://www.bisconsulting.com)

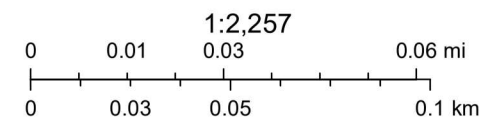
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

# Collin CAD Web Map



2/25/2025, 11:41:44 AM

-  Parcels
-  School Districts
-  Subdivisions



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Collin Central Appraisal District, BIS Consulting - [www.bisconsulting.com](http://www.bisconsulting.com)  
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

**EXHIBIT D**

**REAL ESTATE CONTRACT**

## REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("**Contract**") is entered into by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM ("**Seller**") and \_\_\_\_\_, a \_\_\_\_\_ ("**Purchaser**"). For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which the parties hereto acknowledge, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the Property described below, upon and subject to the terms and conditions of this Contract. Seller and Purchaser may also each be referred to herein as a "**Party**" and together as the "**Parties**."

**1. DEFINED TERMS.** As used in this Contract, the following terms shall have the meanings set forth herein:

**a. "Closing":** The closing, funding, and consummation of Seller's conveyance of the Property to Purchaser pursuant to this Contract.

**b. "Closing Date":** The date agreed upon by the Parties for Closing, which date shall be no later than thirty (30) days after the expiration of the Feasibility Period defined below.

**c. "Cure Period":** See Section 6.c.ii.

**d. "Days" or "days":** All references to "days" in this Contract shall refer to calendar days, except as otherwise expressly provided herein.

**e. "Deed":** The special warranty deed by which Seller shall convey the Land and the Improvements to Purchaser at Closing, which deed shall be substantially of the form attached as **Exhibit B** hereto.

**f. "Effective Date":** The date this Contract is signed by the last to sign of Purchaser or Seller. If one party fails to date its execution of this Contract, the Effective Date shall be the date shown for the other party's execution. Each Party agrees to give notice to the other Party immediately upon execution of this Contract.

**g. "Escrow Deposit":** The amount of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_.00), together with any interest earned thereon in accordance with the terms of this Contract.

**h. "Feasibility Period":** The period commencing on the Effective Date and expiring on the \_\_\_\_\_ (\_\_\_\_) day thereafter.

**i. "Independent Contract Consideration":** \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_.00), which amount is taken out of the Escrow Deposit in accordance with Section 5 below.

**j. "Property":** The property to be conveyed by Seller to Purchaser at Closing, as described in Section 2 below.

**k. "Purchase Price":** An amount equal to the product of (i) the greater of \$4.22 or \$\_\_\_\_\_, multiplied by (ii) the total gross square footage of the Land, as determined by the Survey obtained pursuant to Section 6.b hereof.

l. **"Title Company"**: \_\_\_\_\_, \_\_\_\_\_, having an address of \_\_\_\_\_, Attn: \_\_\_\_\_; Email: \_\_\_\_\_.

m. **"Title Policy"**: A Texas Standard Form T-1 Texas Owner's Policy of Title Insurance.

n. **"Underwriter"**: The title insurance underwriting company associated with the Title Company and acceptable to Seller that at Closing will underwrite the Title Policy on the Land and Improvements issued in favor of Purchaser.

## 2. **PROPERTY CONVEYANCE.**

a. **Property.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and pay for, the following property (collectively, the "**Property**"):

i. **Land.** An approximately 1.96-acre tract of land in Collin County, Texas, as more particularly described on the attached **Exhibit A**, together with all rights and interests appurtenant thereto, including all of Seller's right, title and interest in and to (i) any adjacent streets, alleys, rights-of-way and easements exclusively serving the Land, and (ii) any adjacent strips or gores of real estate (collectively, the "**Land**"); subject however, to the mineral, geothermal, and water reservation set forth below in this Section 2; and

ii. **Improvements.** Any and all buildings, fixtures and improvements located on the Land and all rights, titles and interests appurtenant to such buildings, fixtures and improvements (collectively, the "Improvements").

b. **Reserved Interests.** Seller hereby excepts from the sale and conveyance of the Property and reserves unto Seller, its successors and assigns, all oil, gas, and other minerals, all geothermal energy and associated resources, and all surface and subsurface waters from, in, or under the Property, and all rights owned by Seller (if any) of ingress and egress upon the Property for the purpose of exploring, developing and drilling the mineral estate.

3. **PURCHASE PRICE.** Subject to the terms and conditions of this Contract, Purchaser agrees to pay the Purchase Price to Seller at Closing in cash or other good and immediately available United States Federal funds satisfactory to Seller and the Title Company.

4. **ESCROW DEPOSIT.** Purchaser shall deliver the Escrow Deposit to Title Company on or before the fifth (5th) business day after the Effective Date. The Title Company shall hold the Escrow Deposit in a federally-insured account, and both parties agree to take such actions as Title Company may reasonably require in connection with the opening of such an account. IF PURCHASER FAILS TO TIMELY DELIVER THE ENTIRE ESCROW DEPOSIT TO TITLE COMPANY, THEN SELLER MAY, AT ITS SOLE OPTION, TERMINATE THIS CONTRACT UPON WRITTEN NOTICE OF TERMINATION GIVEN TO PURCHASER AT ANY TIME PRIOR TO THE DEPOSIT OF THE ENTIRE ESCROW DEPOSIT WITH THE TITLE COMPANY. IN THE EVENT SELLER SO TERMINATES THIS CONTRACT, THE PARTIES SHALL HAVE NO FURTHER OBLIGATIONS TO EACH OTHER HEREUNDER, SAVE AND EXCEPT FOR THOSE OBLIGATIONS THAT BY THEIR EXPRESS TERMS ARE INTENDED TO SURVIVE THE CLOSING, EXPIRATION OR TERMINATION OF THIS CONTRACT. Purchaser and Seller authorize Title Company's disbursement of funds from the Escrow Deposit in accordance with the terms and provisions of this Contract. At Closing, the Escrow Deposit shall be applied to the Purchase Price or returned to Purchaser, at Purchaser's option.

**5. INDEPENDENT CONTRACT CONSIDERATION.** \$\_\_\_\_\_ of the Escrow Deposit shall be retained by Seller as Independent Contract Consideration for Purchaser's option evidenced in this Contract ("**Independent Contract Consideration**"). Except as provided in Section 18, the Independent Contract Consideration is independent of all other consideration provided for in this Contract and is nonrefundable in all events, even if this Contract should be terminated prior to Closing for any reason; however, if the Closing occurs, the Independent Contract Consideration shall be credited to the Purchase Price.

**6. TITLE COMMITMENT AND SURVEY.**

**a. Title Commitment.** Within **twenty (20) days** after the Effective Date, Seller shall cause the Title Company and the Underwriter to issue to Purchaser, in the form then promulgated under applicable Texas law, their written commitment ("**Commitment**") to issue Purchaser a Title Policy for the Land. The Commitment shall set forth the status of the title of the Land and show all liens, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and any other matters affecting the Land, together with a copy of all title exception documents referenced therein.

**b. Survey.** Within \_\_\_\_\_ (\_\_\_\_) **days** after the Effective Date, Purchaser must obtain a current survey of the Land ("**Survey**") prepared by a surveyor duly registered in the State of Texas of a form and substance sufficient to legally permit the conveyance of the Land. The Survey shall state the total gross acreage and gross square footage of the Land. Purchaser shall deliver a copy of the Survey to Seller within **two business days** after Purchaser's receipt of the Survey. Seller shall notify Purchaser in writing within **ten (10) business days** after Seller's receipt of the Survey whether Seller has any objections to the Survey. If Seller makes no objections to the Survey during such ten (10) business day period, the Survey shall be deemed the "approved" Survey of the parties and the metes and bounds field notes for the Survey shall (i) control any conflicts or inconsistencies with the Land description set forth in Section 2.a; (ii) be used to calculate the Purchase Price under Section 1.k; and (iii) be incorporated into this Contract by reference for all purposes. All costs and expenses of the Survey shall be payable by Purchaser.

**c. Review of Title Commitment and Survey.** Purchaser shall have until 5:00 p.m. on the **twentieth (20) day** following Purchaser's receipt of the last of the Commitment and the Survey (if Survey is obtained by Purchaser pursuant to the Contract) ("**Purchaser's Objection Period**") to specify in writing to Seller those matters reflected on the Commitment and the Survey (if Survey is obtained by Purchaser) that directly reflect encumbrances to title of the Land that Purchaser finds objectionable ("**Objections**").

**i. Permitted Encumbrances.** Any item not timely specified by Purchaser as an Objection shall be deemed a "**Permitted Exception**" and will be shown as a reservation from or exception to the warranty of title in the Deed. Notwithstanding the preceding sentence, (i) liens or security interests affecting the Property, other than liens and security interests specifically allowed under this Contract, shall be deemed Objections, and (ii) the following shall be deemed Permitted Exceptions and may not be objected to by Purchaser (A) standard printed exceptions included in the Texas Standard Form Owner Title Insurance Policy; (B) exceptions to title that are expressly required by this Contract; (C) the deed restrictions set forth in the Deed attached to this Contract; and (D) Seller's or third-party interests in the oil, gas, and other minerals, any geothermal energy and associated resources, and any surface and subsurface waters from, in, or under the Property, and all rights owned by Seller (if any) of ingress and egress upon the Property for the purpose of exploring, developing and drilling the mineral estate.

**ii. Seller's Cure.** Within **thirty (30) days** following written notice from Purchaser of the Objections ("**Cure Period**"), Seller shall notify Purchaser in writing ("**Seller's Response**") as to (i) those Objections that Seller has satisfied at Seller's expense during the Cure Period; (ii) those Objections that Seller cannot or will not satisfy during the Cure Period but agrees to satisfy at Seller's expense prior to Closing; and (iii) those Objections that Seller cannot or will not satisfy at Seller's expense at any time under

this Contract. Seller's failure to timely give the Seller's Response to Purchaser shall be deemed an election by Seller not to satisfy any of the Objections at any time under this Contract, and in the event Seller's Response fails to address any particular Objection(s), Seller shall be deemed to have elected not to satisfy such Objection(s) at any time under this Contract.

**d. Objections Not Corrected During the Cure Period.** With respect to each Objection that the Seller's Response indicates will not be satisfied during the Cure Period but will be satisfied on or before Closing, Seller's satisfaction of such Objection is a condition precedent to Purchaser's obligation to close hereunder, and Seller's failure to satisfy such Objection by the Closing Date shall be a default by Seller hereunder. If Seller's Response (or failure to respond) indicates that Seller cannot or will not satisfy any one or more of the Objections at any time under this Contract, then Purchaser must, in its sole discretion and as its sole remedy in such circumstance, either:

*i. Termination.* Terminate this Contract by giving Seller written notice thereof on or before the expiration of ten (10) days after the earlier of (i) the expiration of the Cure Period; or (ii) the giving of the Seller's Response to Purchaser, in which event the Escrow Deposit (less the Independent Contract Consideration to be delivered to Seller) shall be returned to Purchaser and both parties shall be released from all further obligations under this Contract, save and except for those obligations that by their express terms are intended to survive the Closing, expiration or termination of this Contract; or

*ii. Waiver of Objections.* As to those Objections that Seller stated would not be corrected at any time under this Contract, elect to purchase the Property subject to the Objections not to be corrected, in which event such uncorrected Objections shall be deemed waived by Purchaser and shall thereafter be Permitted Exceptions under this Contract. If Purchaser fails to give the written notice of termination specified in Section 6.d.i, Purchaser shall be deemed to have elected to waive the Objections not corrected and to accept such exceptions as Permitted Exceptions and keep the Contract in effect under Section 6.d.ii.

**e. Revisions to Survey or Title Commitment.** In the event that the Survey (if applicable) or the Commitment is revised after the expiration of Purchaser's Objection Period and such revised Survey (if applicable) or Commitment discloses material matters not previously disclosed to Purchaser ("**New Exceptions**"), the notice and objection procedure set forth in Section 6.c and Section 6.d shall be repeated solely with respect to such New Exceptions, save and except that the Purchaser's Objection Period and the Seller's Cure Period under Section 6.c.ii shall each be five (5) business days and Purchaser's termination period under Section 6.d.i shall be three (3) business days, and the Purchaser's Objection Period shall commence upon the date that Purchaser receives the revised Commitment and/or Survey (if applicable) and legible copies of all documents, instruments and plats referenced in the New Exceptions; and the Closing Date shall be extended accordingly.

**f. Purchaser's Waiver of Objections.** Notwithstanding anything to the contrary herein, Purchaser and Seller acknowledge that any written disclosures or discovery made by Purchaser prior to the Closing shall constitute notice to Purchaser of the matter disclosed or discovered, and Seller shall have no further liability if Purchaser thereafter consummates the transaction contemplated hereby.

## **7. FEASIBILITY STUDIES.**

**a. Property Condition Determination.** If Purchaser determines, in Purchaser's sole judgment and discretion, that the Property is not suitable for Purchaser's intended use, Purchaser may terminate this Contract by giving Seller written notice of Purchaser's decision to terminate prior to the expiration of the Feasibility Period. Upon delivery to Seller of such written notice of termination, Purchaser and Seller shall instruct the Title Company to (i) disburse the Independent Contract Consideration, which, notwithstanding anything in this Contract to the contrary, shall be paid to Seller; and (ii) refund the balance of the Escrow

Deposit to Purchaser. Thereafter, both parties shall be released from further obligations under this Contract, except as such obligations and covenants herein that expressly survive the Closing, expiration or termination of this Contract. Purchaser's failure to give timely notice of termination pursuant to the terms of this subsection shall be deemed a waiver of Purchaser's right to so terminate this Contract.

**b. Feasibility Studies.** Subject to the terms of this Section 7 and the rights of tenants and other occupants of the Land, Purchaser and Purchaser's agents, representatives and contractors may, after reasonable prior notice to Seller, enter upon the Land and the Improvements during the Feasibility Period, for the purpose of inspecting the Property and conducting such non-invasive tests and examinations thereof ("**Feasibility Studies**") as may be desired by Purchaser. Purchaser shall be responsible for all costs associated with all such Feasibility Studies and shall permit Seller to have a representative present during all Feasibility Studies. Purchaser shall take all reasonable actions and implement all protections necessary to ensure that all actions taken in connection with the Feasibility Studies, and all equipment, materials and substances generated, used or brought onto the Property in connection therewith pose no material threat to the safety of persons, property or the environment. Purchaser shall leave the Property in the condition in which Purchaser or Purchaser's agents and representatives found it. Purchaser shall not permit any liens to attach to the Property by reason of the exercise of Purchaser's rights hereunder.

**c. Invasive Studies.** Notwithstanding anything in this Contract to the contrary, Purchaser shall not conduct any invasive tests (such as drilling) without the prior written consent of Seller and Seller have the right to withhold, prevent or bar any and all entries, surveys, tests (including, without limitation, a Phase II environmental study of the Property), investigations and other matters that in Seller's reasonable judgment may result in any injury to the Property or breach of any contract, or expose Seller to any losses, claims or liabilities or violation of applicable law, or otherwise adversely affect the Property or Seller's interest therein. Purchaser shall use reasonable efforts to minimize disruption to, if any, the tenants and other occupants of the Property in connection with Purchaser's or Purchaser's agents' or representatives' activities pursuant to this Section 7. No consent by Seller to any such activity shall be deemed to constitute a waiver by Seller or assumption of liability or risk by Seller. **PURCHASER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIMS, REMEDIES, DEFENSES, DEMANDS, SUITS, CAUSES OF ACTION, LIABILITIES, COSTS OR EXPENSES, OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN ANY WAY RELATED TO PURCHASER'S FEASIBILITY STUDIES.** The foregoing indemnification obligations of Purchaser shall survive the termination or Closing of this Contract.

**d. Insurance.** Prior to performing any Feasibility Studies or other activity on the Property, Purchaser shall, and shall cause its contractors working on the Property to, at all times during such work carry and maintain at Purchaser's and Purchaser's contractors' sole cost and expense insurance that meets or exceeds the requirements stated below, naming the Board of Regents of The University of Texas System, The University of Texas System, and UTD, and their respective officers and employees generally (collectively, "**UT Insured Parties**"), as additional insureds for all liabilities caused in whole or in part by the acts or omissions of the Purchaser or Purchaser's contractors and without an express exclusion for the acts or omissions, including negligence, of the UT Insured Parties. Upon request by Seller, Purchaser shall provide evidence of insurance coverage or certificates of insurance showing such coverage prior to commencement of any of the Feasibility Studies or other activity on the Property. The minimum requirements are:

- Commercial general liability insurance coverage with limits of not less than the amounts stated below and provide for the following:
  - Each occurrence limit \$1,000,000;
  - Damage to premises accessed by Purchaser or Purchaser's contractor \$300,000;

- Medical expenses (any one person) \$10,000;
  - Personal & Advertising Injury \$1,000,000;
  - General Aggregate \$2,000,000;
  - Products-Completed Operations \$2,000,000;
  - Deletion of the XCU exclusions for explosion, collapse, or any underground hazard;
  - Additional Insured status for the Board of Regents of The University of Texas System, The University of Texas System, and UTD;
  - Primary and Non-Contributory coverage; and
  - Waiver of subrogation in favor of the UT Insured Parties.
- Business automobile liability insurance coverage for all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 each accident single limit for bodily injury and property damage and provide for the following:
    - Additional Insured status for the Board of Regents of The University of Texas System, The University of Texas System, and UTD; and
    - Primary and Non-Contributory coverage.
  - Workers' compensation insurance with statutory coverage and employer's liability insurance coverage with limits of not less than:
    - Each accident \$1,000,000;
    - Each employee \$1,000,000; and
    - Policy limit \$1,000,000.
    - Workers' compensation and employer's liability policies must include: (a) coverage in the State of Texas, (b) coverage in any other state where Purchaser or Purchaser's contractors perform the Feasibility Studies, and (c) waiver of subrogation in favor of the UT Insured Parties.

***[Section 7.d remains subject to any modification that may be required by UT System Office of Risk Management prior to Contract execution.]***

**e. Property Condition Reports.** The results of Feasibility Studies of the Property conducted by Purchaser are referred to herein as "***Property Condition Reports***." Purchaser shall provide Seller free of charge with copies of all Property Condition Reports prepared for or provided to Purchaser immediately upon receipt of same. Prior to the closing of the sale of the Property, Purchaser and its agents, consultants, and employees may not disclose any Property Condition Report to any third party without Seller's prior written approval, unless Purchaser is legally compelled to make such disclosure; and provided further that in the event this Contract terminates without a closing of the sale of the Property, this prohibition against disclosure shall survive the termination of this Contract. All Property Condition Reports shall be deemed to be the sole property of Seller prior to Closing, but shall become the property of Purchaser from and after Closing; provided that Seller may retain one or more copies thereof without charge. Seller shall not disclose any Property Condition Report to any third party without Purchaser's prior written approval, unless Seller is legally compelled to make such disclosure; provided, however, that in the event this Contract terminates without Closing of the sale of the Property, Seller may use the Property Condition Reports for any purpose, and may disclose and distribute them as Seller wishes.

**f. Access to Seller Information.** Within five (5) business days after the Effective Date, Seller shall allow Purchaser reasonable access to copies of property condition reports regarding the Property that are now in Seller's possession and of which Seller has knowledge. These reports, in addition to all documents and materials attached as Exhibits A through F to the Request for Offers, pursuant to which Seller sought offers to purchase the Property (the "***Request for Offers***"), shall be collectively referred to herein as

***“Seller’s Reports.” PURCHASER AGREES THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN SELLER’S REPORTS, AND PURCHASER WILL NOT RELY ON THE SELLER’S REPORTS TO SELLER’S DETRIMENT IN PURCHASING THE PROPERTY. SHOULD PURCHASER USE OR RELY ON SELLER’S REPORTS, PURCHASER SHALL DO SO AT PURCHASER’S SOLE RISK. PURCHASER WILL LOOK SOLELY TO ITS OWN INVESTIGATION OF THE PROPERTY AND IS NOT RELYING ON ANY STATEMENT OR CONCLUSION OF SELLER REGARDING THE CONDITION OF THE PROPERTY. PURCHASER IS ENCOURAGED TO CONDUCT AN INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY, UTILIZING EXPERTS AS PURCHASER DEEMS TO BE NECESSARY FOR AN INDEPENDENT ASSESSMENT OF ALL ENVIRONMENTAL LIABILITY AND RISK WITH RESPECT TO THE PROPERTY. THE PROVISIONS OF THIS SECTION 7.F SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS CONTRACT OR ANY TERMINATION OF THIS CONTRACT AND SHALL NOT BE MERGED WITH THE DEED.***

Purchaser and Purchaser’s consultants, and employees shall not disclose Seller's Reports to any third party without Seller's prior written approval. This prohibition shall survive any termination of this Contract, but shall terminate upon the consummation of Closing and the conveyance of the Property to Purchaser. If this Contract terminates without the Closing of the sale of the Property, Purchaser shall immediately return Seller's Reports to Seller as a condition to receiving a refund, if applicable, of all or any part of the Escrow Deposit in accordance with other provisions of this Contract.

For purposes of this Paragraph 7.f, the phrase “of which Seller has knowledge” shall mean the current actual knowledge of the Executive Director of Real Estate of The University of Texas System, as of the execution date of this Contract, without undertaking any further investigation or inquiry whatsoever.

**8. MAINTENANCE AND OPERATION OF THE PROPERTY.** From the Effective Date through the earlier to occur of the Closing, expiration or termination of this Contract, Seller (i) will maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; and (ii) without the prior written consent of Purchaser, enter into any new lease of any whole or part of the Property.

**9. WARRANTIES AND COVENANTS. PURCHASER UNDERSTANDS AND AGREES THAT SELLER OBTAINED THE PROPERTY THROUGH A GIFT TO SELLER AND AGREES THAT SELLER IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, "WITH ANY AND ALL FAULTS." OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED IN THE DEED, SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NOR IS ANY EMPLOYEE OR AGENT OF SELLER AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO SELLER, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS,**

CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY CLOSING THE PURCHASE AND SALE, PURCHASER WARRANTS THAT PURCHASER HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER OTHER THAN THE WARRANTY OF TITLE PROVIDED IN THE DEED, IN PURCHASING THE PROPERTY FROM SELLER, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

The provisions of this Section shall survive the Closing and shall be included in the Deed.

#### **10. CONDITIONS TO CLOSING.**

**a. Conditions to Seller's Obligations.** The obligations of Seller under this Contract are subject to the satisfaction of the following conditions precedent on or before the Closing Date:

*i. Accuracy of Representations and Warranties.* All of Purchaser's representations and warranties contained in this Contract shall be true and correct in all material respects on the Closing Date.

*ii. Performance of Covenants.* Purchaser shall have performed and complied in all material respects all of the obligations, covenants, and deliveries required of Purchaser hereunder on or before the Closing Date pursuant to this Contract.

*iii. [Board Approval.]* The Board of Regents of The University of Texas System shall have approved Seller's execution of this Contract and the performance by Seller of its obligations hereunder.

If any of the conditions in this Section 10.a. are not satisfied by the date stated therein, then Seller may (i) enforce the remedies available to Seller pursuant to Section 12.a.ii. below as though Purchaser were in default or (ii) waive such condition and proceed to Closing. [Notwithstanding the foregoing, in the event the condition in Section 10.a.iii is not satisfied, the Escrow Deposit (less the Independent Contract Consideration payable to Seller) shall be promptly returned to Purchaser and the parties shall have no further obligations hereunder save and except for those obligations that by their express terms are intended to survive the termination of this Contract.]

**b. Conditions to Purchaser's Obligations.** The obligations of Purchaser under this Contract are subject to the satisfaction of the following conditions precedent on or before the Closing Date:

*i. Accuracy of Representations and Warranties.* All of Seller's representations and warranties contained in this Contract shall be true and correct in all material respects on the Closing Date.

*ii. Performance of Covenants.* Seller shall have performed in all material respects all of the obligations, covenants and deliveries required of Seller hereunder on or before the Closing Date pursuant to this Contract.

If any of the conditions in this Section 10.b. are not satisfied by the date stated therein, then Purchaser may (i) enforce the remedies available to Purchaser pursuant to Section 12.b.ii. below as though Seller were in default or (ii) waive such condition and proceed to Closing.

## 11. CLOSING.

**a. Date and Place.** The Closing of the sale of the Property shall occur on a date as agreed upon by the parties, which shall be no later than the Closing Date. The Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the Deed and the other closing documents directed to be recorded, and distribute documents and copies of the closing documents in accordance with the written instructions of Seller and Purchaser.

**b. Seller's Obligations at Closing.** At Closing, Seller shall deliver or cause the following to be delivered to Purchaser:

**i. Deed.** The Deed, duly-executed and acknowledged by Seller, conveying good and indefeasible fee title to the Land and the Improvements to Purchaser, subject only to the Permitted Exceptions and any liens created by Purchaser in connection with the purchase of the Property and containing an express disclaimer of all covenants and warranties of title, other than the express special warranty of title for the Land and the Improvements contained therein;

**ii. Possession.** Possession of the Property;

**iii. Owner Policy of Title Insurance.** The Title Policy, issued by the Underwriter for the Title Company in favor of Purchaser in the amount of the Purchase Price, insuring that at the Closing Date Purchaser is the owner of the Land and Improvements, subject to any Permitted Exceptions and any liens created by Purchaser in connection with the purchase of the Land and Improvements. The Basic Premium for the Title Policy shall be paid by Seller and all endorsements to the Purchaser's Title Policy shall be at the option and sole expense of Purchaser. At the option and sole expense of Purchaser, the survey exception may be deleted except for "shortages in area" ;

**iv. Certification.** A Non-Foreign Certification, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that Seller is not a "foreign person" as defined in Section 1445, duly executed and acknowledged by Seller;

**v. Keys.** Keys to all locks located on the Property that are in Seller's possession;

**vi. Trust Instrument.** If Purchaser is a trust or trustee, Purchaser shall deliver to Seller at Closing (i) a true, correct and complete copy of any instruments not previously delivered to Seller pursuant to Section 16.a of this Contract, and (ii) the written certification of Trustee as to the then current beneficiaries under the Trust. Seller's obligations to close are conditioned upon Purchaser's compliance with Section 2252.092 of the Texas Government Code; and

**vii. Other Instruments.** Such other documents as are customarily executed in the State of Texas in connection with the conveyance of the Property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be reasonably required by the Underwriter and/or Title Company.

**c. Purchaser's Obligations at Closing.** At Closing, Purchaser shall

*i. Payment of Purchase Price.* Pay the Purchase Price to Seller at Closing, subject to any adjustments for prorations or other credits, in accordance with the provisions of this Contract; and

*ii. Other Instruments.* Execute, acknowledge and deliver to the Seller and/or Title Company, as applicable, and such other documents as are customarily executed in the State of Texas in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be reasonably required by the Title Company.

*d. Prorations.* According to the records of the Collin County Appraisal District attached hereto as **Exhibit D**, the Property is currently exempt from ad valorem taxation. Purchaser shall be responsible for all ad valorem taxes attributable to the period of time from and after the Closing Date and for all subsequent assessments for prior years due to change in land usage or ownership. If, on or before the Closing Date, a taxing authority asserts that the Property, while owned by Seller, was not tax exempt, Seller, in its sole discretion, may either cause the Title Company to prorate the taxes claimed to be due, or contest any such assertion that taxes are owed by Seller. If Seller elects to prorate taxes, the proration shall be based on the base tax amount that the taxing authority asserts is due, or on such other estimate that is approved by Seller, and Seller shall pay by credit on Purchaser's closing statement at the Closing Seller's prorata portion of those taxes. When the amount of taxes levied against the Property for the year of Closing is known, either Seller or Purchaser shall have the right to have the proration amount readjusted with the result that Seller shall pay for those taxes attributable to the period of time prior to the Closing Date; provided, however, that to avail itself of the right to have the proration amount readjusted, the Party seeking readjustment must deliver to the other Party a written request to that effect on or before March 1 of the calendar year immediately following the year of Closing. Payments after the Closing Date shall be made in immediately available funds to the applicable Party at its address set forth in Section 14.a or at such other address designated in writing by the Party seeking readjustment. This paragraph shall survive Closing.

*e. Closing Costs.* Each Party is responsible for paying the legal fees of its counsel in negotiating, preparing, and closing the transaction contemplated by this Contract. Seller is responsible for paying fees, costs, and expenses identified in this Contract as being the responsibility of Seller. Purchaser is responsible for paying fees, costs, and expenses identified in this Contract as being the responsibility of Purchaser. Any Title Company escrow fee shall be split equally between the parties. All other expenses shall be allocated between the parties in the customary manner for closings of real property similar to the Land and the Improvements in the area in where the same is located. This paragraph shall survive Closing.

## **12. DEFAULTS AND REMEDIES.**

### **a. Purchaser's Default and Seller's Remedies.**

*i. Purchaser's Default.* Purchaser shall be in default under this Contract if Purchaser shall (i) do or fail to do any act, the performance or nonperformance of which is required of Purchaser under this Contract, or (ii) fail or refuse to pay the Purchase Price at Closing for any reason other than a default by Seller.

*ii. Seller's Remedies.* If Purchaser is in default under this Contract, Seller may, as Seller's sole remedy at law or in equity, (i) terminate this Contract by written notice delivered to Purchaser and receive the entire Escrow Deposit as liquidated damages for such termination of the Contract for Purchaser's default; and (ii) enforce (if, when and as applicable from time to time after the termination of this Contract) all indemnities of Purchaser to Seller under this Contract.

**b. Seller's Defaults and Purchaser's Remedies.**

**i. Seller's Defaults.** Seller shall be deemed to be in default under this Contract if Seller shall do or fail to do any act, the performance or nonperformance of which is required of Seller under this Contract, for any reason other than a default by Purchaser.

**ii. Purchaser's Remedies.** If Seller is in default under this Contract, Purchaser may, as its sole remedy at law or in equity for such default, either (i) terminate this Contract by written notice delivered to Seller on or before the Closing Date, as appropriate, and receive a return of the Escrow Deposit (less the Independent Contract Consideration to be delivered to Seller), or (ii) enforce specific performance of this Contract.

**c. Notice to Title Company.** Upon the termination of this Contract pursuant to this Section or any other provision of this Contract, the parties covenant and agree to deliver a letter of instruction to the Title Company directing disbursement of the Escrow Deposit to the Party entitled thereto under the terms of this Contract. In the event that either Party hereto fails or refuses to execute and deliver such an instruction letter when the other Party is entitled to receive the disbursement of the Escrow Deposit (less the Independent Contract Consideration to be delivered to Seller), the Party refusing to deliver the instruction letter shall (to the extent authorized by the statutes and the Constitution of the State of Texas) pay, upon the final order of a court with appropriate jurisdiction, the actual and reasonable attorney fees, court costs and other costs of collection incurred in connection with the recovery thereof by the Party entitled to the Escrow Deposit (less the Independent Contract Consideration to be delivered to Seller).

**13. REAL ESTATE COMMISSION.**

**a. No Brokers.** Seller represents to Purchaser that in connection with the Closing and sale of the Property pursuant to this Contract, no brokerage fee or commission is due or will be payable to any person claiming by, through or under Seller. Purchaser represents to Seller that in connection with the Closing and sale of the Property pursuant to this Contract, no brokerage fee or commission is due or will be payable to any person claiming by, through or under Purchaser.

**b. Indemnity.** *Seller (but only to the extent authorized by the laws and the Constitution of the State of Texas) and Purchaser each agrees to indemnify, defend and hold the other Party harmless from any loss, liability, claim or cost (including, without limitation, attorneys' fees, costs of suit, and court costs) arising out of a claim for a fee or commission pertaining to the sale of the Property that arises in favor of any person claiming by, through, or under the indemnifying party.* This indemnity shall survive the Closing, termination or expiration of this Contract.

**14. MISCELLANEOUS.**

**a. Notice.** Any notice required or permitted to be delivered under this Contract shall be deemed received when actually delivered by hand delivery, email transmission if receipt is confirmed by the recipient Party, or overnight courier, or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the physical address or Post Office box or email address stated in this Section 14.a and to other parties at the physical address or Post Office box or email address as set forth below:

<u>Seller:</u>	Board of Regents of The University of Texas System
	c/o Real Estate Office
	210 West 7th Street

Austin, Texas 78701  
Attn: Executive Director of Real Estate  
Email: [grichards@utsystem.edu](mailto:grichards@utsystem.edu)  
[kvasquez@utsystem.edu](mailto:kvasquez@utsystem.edu)  
[realestate@utsystem.edu](mailto:realestate@utsystem.edu)

With copies to:

***[If desired, insert UT institution assigned officer's notice info]***

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

The University of Texas System  
Office of General Counsel  
210 West 7th Street  
Austin, Texas 78701  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

With copies to:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

**b. Assignment of Contract.** Purchaser may assign this Contract only with the prior written consent of Seller, which consent Seller may withhold in Seller's sole discretion. Any assignment made by Purchaser without Seller's prior written consent shall be voidable and of no force and effect at the option of Seller.

**c. Holidays.** For purposes of this Contract, should any date specified herein as a deadline fall on (i) a Saturday or Sunday, or (ii) any day defined herein as a "Holiday," such date shall automatically be extended to the next following calendar day that is not a Saturday, Sunday or Holiday. "**Holiday**" shall mean any day on which the UT System Administration, The University of Texas at Dallas, national banks, Texas state banks or the U.S. Postal service are closed for business.

**d. Survival of Covenants.** Any of the representations, warranties, covenants and agreements of the parties under this Contract, and rights and benefits of the parties, pertaining to a period of time following Closing shall survive Closing and shall not be merged therein.

**e. Applicable Law and Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas. Any action brought to enforce or interpret this Contract may be brought in the court of appropriate jurisdiction in either Travis County, Texas or the county in which the Land is located.

**f. Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Section shall not constitute a Party's consent to an assignment of this Contract.

**g. Severability.** 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, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal and unenforceable provision had never been contained in this Contract.

**h. Entirety and Amendments.** This Contract (including all exhibits and addenda attached hereto) constitutes the sole and only agreement of the parties to this Contract and supersedes any prior understandings or written or oral agreements between the parties concerning the purchase of the Property. This Contract may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

**i. Time of Essence.** Time is of the essence in the performance of the undertakings and obligations of the parties under this Contract.

**j. Gender.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

**k. Construction.** Each Party acknowledges that it and its counsel have reviewed this Contract and that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting Party in the interpretation of this Contract. The captions in this Contract are for convenience only and shall not be deemed to define, limit or affect in any way the scope, meaning, intent or extent of this Contract or any part of it.

**l. Risk of Loss.** Seller shall bear the risk of all loss or damage to the Property from all causes other than the activities of Purchaser, until Closing. If, prior to Closing, all or part of the Property is damaged by fire or by any other cause of whatsoever nature, or condemnation proceedings are commenced or notice of such proceedings given, Seller shall promptly give Purchaser written notice of such damage or condemnation notice. After notice of such damage or condemnation (from Seller or otherwise), Purchaser shall have the option to require Seller either to convey the Property on the Closing Date to Purchaser in its damaged condition and to assign Purchaser all of Seller's right, title and interest in and to claims Seller may have under the insurance policies covering the Property, if any, or condemnation awards, or Purchaser may, at Purchaser's option, terminate this Contract by written notice delivered to Seller, with a copy to the Title Company. On receipt of said notice, the Title Company shall promptly disburse the Independent Contract Consideration to Seller and refund to Purchaser the balance of the Escrow Deposit and this Contract shall be of no further force and effect save and except for those obligations that by their express terms are intended to survive the termination of this Contract.

**m. Purchaser's Contract Authorization.** If Purchaser is a legal entity and not an individual, Purchaser warrants and represents to Seller that Purchaser has the full right, power, and authority to purchase the Property from Seller as provided in this Contract and to carry out Purchaser's obligations under this Contract, and that all requisite action necessary to authorize Purchaser to enter into this Contract and to carry out Purchaser's obligations hereunder has been or on or before Closing will have been taken, and the person signing this Contract on behalf of Purchaser has been duly authorized by Purchaser to execute and deliver this Contract.

**n. No Implied Waiver.** A Party's failure to insist at any time on the strict

performance of any covenant or agreement or its failure to exercise any option, right, power or remedy contained in this Contract, shall not be construed as a waiver or a relinquishment thereof for the future. The waiver of a breach or the acceptance of cure for any violation of any term, covenant, agreement, or condition contained in this Contract shall not prevent a subsequent act being a breach of this Contract.

**o. No Third Party Beneficiaries.** Except as otherwise expressly extended to a third party under the terms of this Contract, no beneficial rights are given to any third parties by or under this Contract.

**p. Electronic Execution.** Except as otherwise expressly set forth in this Section, this Contract may only be amended, modified, or changed by a traditional written document properly executed by Seller and Purchaser. Such amendment may be transmitted by email, facsimile, or other method permitted by the provisions for giving notice in this Contract. Purchaser and Seller do not assent or agree to and will not be bound by any electronic signature or other electronic record, and without limiting the foregoing, Purchaser and Seller agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, including without limitation Chapter 322 of the Texas Business and Commerce Code, and any other laws applicable to contracting electronically do not and shall not apply to the transaction contemplated by this Contract, the execution of this Contract, or any amendment hereto. Provided, however, this Contract and any amendment hereto may be executed using DocuSign or another approved electronic signature program approved by Purchaser and Seller.

**q. Multiple Counterparts; Transmission.** This Contract may be executed in a number of counterparts, each of which for all purposes shall be deemed an original and all of which, when taken together, shall constitute but one and the same instrument. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Contract may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature page or an electronically scanned signature page shall be deemed to be an original signature for all purposes. All executed counterparts of this Contract shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

**r. Joint and Several Liability.** The parties comprising the Seller will be jointly and severally liable to Purchaser for Seller's obligations, covenants, representations, and agreements under this Contract.

**15. STATUTORY NOTICES.** The following statutory notices are provided to Purchaser:

**a. Notice to Purchaser.** **THE PURCHASER IS ADVISED THAT PURCHASER SHOULD HAVE THE ABSTRACT OR TITLE COMMITMENT COVERING THE PROPERTY EXAMINED BY AN ATTORNEY OF PURCHASER'S OWN SELECTION AND BY SIGNING THIS CONTRACT PURCHASER ACKNOWLEDGES RECEIPT OF THIS NOTICE.**

**b. Other Notices.** Purchaser is advised of the matters set forth in the **Exhibit C** attached hereto.

**16. STATE AGENCY PROVISIONS.**

**a. Trust Agreement.** If Purchaser is a trust or a trustee, then as a condition precedent to Seller's obligation to close under this Contract, Purchaser shall deliver to Seller within five (5) business days after the Effective Date (i) a true, correct and complete copy of Purchaser's trust agreement and any and all amendments thereto (collectively, the "**Trust Agreement**"), and (ii) any other documentation required to identify the true owner of the Property to Seller's reasonable satisfaction, as required by Section 2252.092 of

the Texas Government Code. Any trust agreement provided by Purchaser to Seller shall be subject to the confidentiality rules set forth in Section 2252.094 of the Texas Government Code. IF PURCHASER FAILS TO TIMELY DELIVER THE TRUST AGREEMENT TO SELLER, THEN SELLER, AT SELLER'S OPTION, MAY (IN ADDITION TO ANY OTHER REMEDY PROVIDED IN THIS CONTRACT FOR SUCH DEFAULT) TERMINATE THIS CONTRACT AT ANY TIME PRIOR TO THE EARLIER TO OCCUR OF THE CLOSING DATE OR DELIVERY OF THE TRUST AGREEMENT TO SELLER. IN THE EVENT SELLER SO ELECTS TO TERMINATE THIS CONTRACT, ANY ESCROW DEPOSIT HELD BY THE TITLE COMPANY WILL BE DELIVERED TO SELLER AND THE PARTIES SHALL HAVE NO FURTHER OBLIGATIONS TO EACH OTHER HEREUNDER, SAVE AND EXCEPT FOR THOSE OBLIGATIONS THAT BY THEIR EXPRESS TERMS ARE INTENDED TO SURVIVE THE CLOSING OR TERMINATION OF THIS CONTRACT.

**b. No Conflict of Interest.** If Purchaser is not an individual, Purchaser certifies that no member of the Board of Regents of The University of Texas System (i) owns or has a beneficial interest in more than one percent (1%) of Purchaser's outstanding capital stock or other equity interest, (ii) is an officer or employee of Purchaser, or (iii) to Purchaser's knowledge, has a pecuniary interest, directly or indirectly, in the transaction contemplated in this Contract.

**c. Non-Waiver Provision.** Seller and UTD (together sometimes referred to herein as "**UT**") are agencies of the State of Texas and nothing in this Contract will be construed as a waiver or relinquishment by Seller or UTD of its right to claim such exemptions, privileges, and immunities as may be provided by law or the Constitution of the State of Texas.

**d. Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Purchaser certifies Purchaser is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Purchaser acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.

**e. Certification Regarding COVID-19 Vaccination.** Pursuant to §161.0085, Texas Health and Safety Code (enacted by SB 968, 87th Texas Legislature, Regular Session (2021)), Purchaser certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service or products from Purchaser's business. Purchaser acknowledges this Contract may be terminated and any payment withheld if this certification is inaccurate.

**f. PROHIBITION ON VIOLATION OF STATE LAW AND CONSTITUTION.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT OR ANY DOCUMENT OR AGREEMENT EXECUTED IN CONNECTION WITH OR PURSUANT TO THIS CONTRACT (COLLECTIVELY, "**TRANSACTION DOCUMENTS**"), PURCHASER AND SELLER HEREBY AGREE THAT SELLER SHALL NOT BE REQUIRED TO PERFORM ANY ACT OR TO REFRAIN FROM ANY ACT IF THAT PERFORMANCE OR NON-PERFORMANCE WOULD CONSTITUTE A VIOLATION OF THE CONSTITUTION OR LAWS OF THE STATE OF TEXAS, AND NO PROVISION IN THIS CONTRACT OR ANY OTHER TRANSACTION DOCUMENT SHALL CONSTITUTE NOR IS IT INTENDED TO CONSTITUTE A WAIVER OF SELLER'S, UTD'S, OR THE STATE OF TEXAS' SOVEREIGN IMMUNITY TO SUIT.

**g. LEGAL LIMITATIONS.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (“**LIMITATIONS**”) ON THE AUTHORITY OF SELLER (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS CONTRACT OR ANOTHER TRANSACTION DOCUMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON SELLER’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON PURCHASER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

**h. Disclosure of Interested Parties.** Pursuant to Texas Government Code § 2252.908 and Chapter 46 of the rules of the Texas Ethics Commission, a state agency such as the Board of Regents of The University of Texas System may not enter into certain statutorily defined contracts with a business entity unless the business entity, in accordance with said statute and administrative rules, fills out and electronically files Texas Ethics Commission Form 1295 entitled “Certificate of Interested Parties” with the Texas Ethics Commission at its website (“**Form 1295**”). The Form 1295 generated by the Commission’s electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted (either electronically or by hard copy) to the state agency that is the party to the contract for which the form is being filed. The state agency will then electronically acknowledge its receipt of the signed Form 1295 with the Texas Ethics Commission not later than the thirtieth (30th) day after the state agency receives the signed Form 1295. This Contract is subject to the requirements of Texas Government Code § 2252.908 and Chapter 46 of the rules of the Texas Ethics Commission. Accordingly, Purchaser must comply with the statutory requirements before the Board of Regents of The University of Texas System may execute and enter into this Contract. For this purpose, Purchaser is advised that:

***[Confirm hyperlinks are current]***

- (1) An electronic version of Form 1295 may be obtained and filed at the following website maintained by the Texas Ethics Commission:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
- (2) The current text of Texas Government Code §2252.908 may be reviewed at:  
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908>.
- (3) The current text of Texas Ethics Commission Chapter 46 may be reviewed at:  
<https://www.ethics.state.tx.us/rules/commission/ch46.php>.

**i. *[Insert any other applicable state agency provisions]***

**j. Survival.** This Section 16 shall survive any termination of this Contract and

Closing.

**17. LIST OF EXHIBITS.** The following exhibits are appended to this Contract and incorporated herein by reference:

Exhibit A – Land Description

Exhibit B – Special Warranty Deed

Exhibit C – Other Notices

Exhibit D – Collin County Appraisal District Account Information

**18. TERMINATION OF OFFER.** Notwithstanding any other provision in this Contract to the contrary, if the Effective Date has not occurred on or before \_\_\_\_\_, 20\_\_, this Contract shall expire and be of no further force or effect. In such event, any Escrow Deposit (including the Independent Contract Consideration) delivered to or deposited with Seller or the Title Company shall be returned to Purchaser.

**19. EXECUTION IN ACCORDANCE WITH REQUEST FOR OFFERS.** By execution and submission of this Contract, Purchaser hereby represents and warrants to Seller that (a) Purchaser has read and understands the Request for Offers, pursuant to which the Property is offered for sale by Seller, and this Contract; and (b) Purchaser's offer is made in accordance with the terms and provisions of the Request for Offers.

*[Signatures appear on following page]*

*[Remainder of this page is intentionally left blank]*

The undersigned have executed and delivered this Contract to be effective as of the Effective Date.

**DATE OF EXECUTION:**

\_\_\_\_\_, 20\_\_

**SELLER:**

BOARD OF REGENTS OF THE UNIVERSITY OF  
TEXAS SYSTEM

By: \_\_\_\_\_  
Jonathan Pruitt  
Executive Vice Chancellor and Chief Operating  
Officer  
Executive Vice Chancellor for Business Affairs  
The University of Texas System

Approved as to Content:

The University of Texas at Dallas

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

Date: \_\_\_\_\_, 20\_\_

**DATE OF EXECUTION:**

\_\_\_\_\_, 20\_\_

**PURCHASER (entity):**

\_\_\_\_\_

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

**DATE OF EXECUTION:**

\_\_\_\_\_, 20\_\_

\_\_\_\_\_, 20\_\_

**PURCHASER (individual):**

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

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

## RECEIPT BY TITLE COMPANY

The undersigned, a title insurance company duly licensed and doing business under the laws of Texas, acknowledges on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that it is in receipt of both (i) the Escrow Deposit in the amount of \$\_\_\_\_\_ in the form of cash or other immediately available funds; and (ii) a copy of this Contract executed by both Purchaser and Seller. The undersigned further acknowledges and agrees to (i) promptly notify Purchaser and Seller of the receipt of the Escrow Deposit and the fully signed Contract; and (ii) perform the duties and obligations of the "Title Company" set forth in the Contract.

\_\_\_\_\_

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

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

Title \_\_\_\_\_

EXHIBIT A TO REAL ESTATE CONTRACT

LAND DESCRIPTION

BEING a tract or parcel of land situated in the City of Plano, Collin County, Texas; and being part of the Francis McCullough Survey, Abstract 586; also being part of the northern portion of the 85.639 acre tract of land conveyed to the Graduate Research Center of the Southwest by W. Nash Shelley as recorded in Volume 601, Page 589 of the Deed Records, Collin County, Texas; this tract being more particularly described as follows:

BEGINNING at a found 1-1/2 inch pipe located in the northeast corner of the Shelley tract, said point being on the common boundary line of the Atlantic Richfield and Production Research Center, an addition to the City of Plano as shown on plat dated June 10, 1988 and recorded in Cabinet G, Page 519, Map records of Collin County, Texas;

THENCE South 1°18'29" East a distance of 119.33 feet following the Atlantic Richfield boundary line to a found 1/2" iron rod on the north right-of-way line of State Highway 190 and to a point for corner;

THENCE South 86°17'19" West a distance of 26.97 feet following the north right-of-way line of State Highway 190 to a found 1/2" iron rod and to a point for corner;

THENCE South 89°29'48" West a distance of 186.06 feet following the north right-of-way line of State Highway 190 to a found 1/2 inch iron rod and to a point for corner;

THENCE North 85°11'50" West a distance of 291.30 feet following the north right-of-way line of State Highway 190 to a found 1/2 inch iron rod and to a point for corner;

THENCE South 88°15'56" West a distance of 198.62 feet following the north right-of-way line of State Highway 190 to a point at the present flow line of Prairie Creek and to a point for corner;

THENCE North 51°36'55" West a distance of 170.04 feet following Prairie Creek to a point at the present flow line of Prairie Creek and to a point for corner;

THENCE South 89°54'42" East a distance of 832.34 feet following the north boundary of this tract and its common boundary with the Penney's tract and Atlantic Richfield tract to the POINT OF BEGINNING and containing 85,325 square feet or 1.9588 acres, more or less.



**EXHIBIT B TO REAL ESTATE CONTRACT**

**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 [WITH VENDOR'S LIEN]

STATE OF TEXAS §

§

COUNTY OF COLLIN §

§

§

**Effective Date:** \_\_\_\_\_, 20\_\_\_\_

**Grantor:** BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS  
SYSTEM

**Grantor's Mailing Address:**  
(including county)

The University of Texas System  
c/o Real Estate Office  
210 West 7th Street  
Austin, Travis County, Texas 78701  
Attention: Executive Director of Real Estate

**Grantee:** \_\_\_\_\_

**Grantee's Mailing Address:** \_\_\_\_\_  
(including county) \_\_\_\_\_

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**Consideration:** Ten and No/100 Dollars (\$10.00) cash in hand and other good and valuable consideration paid by Grantee, the receipt and legal sufficiency of which are hereby acknowledged. ***If vendor's lien is applicable, add the following:*** The Consideration includes the sum of \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) paid and advanced by \_\_\_\_\_ ("***Lender***"), at the request of Grantee. To evidence such advancement and indebtedness of Grantee to Lender, Grantee has executed that one certain promissory note in the original principal amount of \_\_\_\_\_ and \_\_\_/100 DOLLARS (\$\_\_\_\_\_) (the "***Note***"), dated of even date herewith payable to the order of Lender as therein provided. The Note is secured by a vendor's lien retained in this Special Warranty Deed and described in and secured by a deed of trust of even date from Grantee to \_\_\_\_\_, Trustee.

**Property:**

(a) Land. An approximately \_\_\_\_\_ acres of land in Collin County, Texas, as more particularly described on the attached **Exhibit A**, together with all rights and interests appurtenant thereto, including all of Grantor's right, title and interest in and to (i) any adjacent streets, alleys, rights-of-way and easements exclusively serving the Land, and (ii) any adjacent strips or gores of real estate (collectively, the "**Land**"); subject however, to the mineral, geothermal, and water reservations by Grantor as set forth herein; and

(b) Improvements. Any and all buildings, fixtures and improvements located on the Land and all rights, titles and interests appurtenant to such buildings, fixtures and improvements (collectively, the "**Improvements**").

**Reservations from Conveyance and Exceptions to Warranty:**

There is reserved from this conveyance for Grantor and Grantor's successors and assigns all oil, gas, and other minerals, all geothermal energy and associated resources, and all surface and subsurface waters from, in, or under the Property, and all rights owned by Seller (if any) of ingress and egress upon the Property for the purpose of exploring, developing and drilling the mineral estate.

***[If vendor's lien is applicable, add the following:*** The vendor's lien against and superior title to the Property is retained until the Note (defined above) is fully paid according to its terms, at which time this Special Warranty Deed shall become absolute. In consideration of the payment by Lender of the sum above mentioned, Grantor hereby transfers, assigns and conveys to Lender the vendor's lien and superior title herein retained and reserved against the Property, without warranties and without recourse on Grantor or Grantor's legal representatives, successors or assigns.]

This conveyance is further made subject to (i) all easements, rights of way and prescriptive rights, whether of record or not, all presently recorded matters that affect the Property, and all those items listed on **Exhibit B** attached hereto, and (ii) for the benefit of the real property described in **Exhibit D** attached hereto, the restrictions set forth in **Exhibit C** attached hereto.

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, GRANTS, SELLS, TRANSFERS, ASSIGNS and CONVEYS the Land and Improvements to Grantee, together with, all and singular, the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee, and Grantee's legal representatives, successors and assigns forever. Grantor hereby binds Grantor and Grantor's legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Land and Improvements to Grantee and Grantee's legal representatives, 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, except as to the Reservations from Conveyance and Exceptions to Warranty.

GRANTOR CONVEYS THE PROPERTY TO GRANTEE "AS IS, WHERE IS" AND "WITH ANY AND ALL FAULTS." OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED HEREIN WITH RESPECT TO THE LAND AND IMPROVEMENT: (A) GRANTOR MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, NOR IS ANY EMPLOYEE OR AGENT OF GRANTOR AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS,

ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE; AND (B) IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY GRANTEE'S ACCEPTANCE OF THIS CONVEYANCE, GRANTEE WARRANTS THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED HEREIN. GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACCEPTS ANY LIABILITIES OR COSTS IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

***[If Grantee is a Trustee, add the following:*** Grantee represents and warrants to Grantor that Grantee delivered to Grantor on or before the Effective Date of this Special Warranty Deed a true, correct, and complete copy of the \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, and all amendments thereto identifying the true parties in interest as purchaser of the Property.]

By Grantee's acceptance of this conveyance, Grantee [jointly and severally] assumes and agrees to pay all taxes and assessments affecting the Property for 20\_\_\_\_ and all subsequent years and any and all taxes and assessments assessed against the Property due to a change in land usage or ownership, regardless of the year(s) for which those taxes are assessed.

When the context requires, singular nouns and pronouns include the plural.

**Exhibits Attached:**

Exhibit A – Description of Land

Exhibit B – Reservations from Conveyance and Exceptions to Warranty

Exhibit C – Deed Restrictions

Exhibit D – Benefitted Property

*[Signature appears on following page]*

*[Remainder of this page is intentionally left blank]*

Executed on the date set forth in the acknowledgment line below, to be effective for all purposes as of the Effective Date

**GRANTOR:**

BOARD OF REGENTS OF THE UNIVERSITY OF  
TEXAS SYSTEM

By: \_\_\_\_\_  
Name: Jonathan Pruitt  
Title: Executive Vice Chancellor and Chief Operating  
Officer  
Executive Vice Chancellor for Business Affairs  
The University of Texas System

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jonathan Pruitt, Executive Vice Chancellor and Chief Operating Officer and Executive Vice Chancellor for Business Affairs of The University of Texas System, for and on behalf of the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

**Record and Return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**EXHIBIT A TO SPECIAL WARRANTY DEED**

**Description of Land**

[TO BE INSERTED]

**EXHIBIT B TO SPECIAL WARRANTY DEED**

**Reservations from Conveyance and Exceptions to Warranty**

[TO BE INSERTED]

## EXHIBIT C TO SPECIAL WARRANTY DEED

### Deed Restrictions

As a material portion of the consideration to Grantor for the conveyance of the Property to Grantee under this Special Warranty Deed, without which Grantor would not agree to convey the Property to Grantee, Grantee agrees that during the Term of the Restrictions (as defined below), the following uses ("**Restrictions**") may not be conducted on the whole or any part of the Property by Grantee, any successor in interest of Grantee, or any other person claiming or holding by, through or under such persons:

- a. Primary use is for an automobile/small engine repair facility;
- b. Primary use is for a parking lot or garage;
- c. Primary use is for the retail sale of tires, used cars, recreational vehicles, animal feed or portable buildings;
- d. Concrete and/or asphalt manufacturing;
- e. Airport/heliport;
- f. Any establishment selling or exhibiting pornographic materials;
- g. A massage parlor; tattoo/piercing establishment; or the sale of "adult" materials (including, without limitation, magazines, books, movies, videos, and photographs), involving more than 10% of the store floor sales area to such materials;
- h. "Gentlemen's club," burlesque show, strip club, or other business of a similar sexually-oriented nature;
- j. Off-track betting sites;
- k. Cemetery or mortuary;
- l. Skating rink, bingo parlor or bowling alley;
- m. Animal exhibition, fairgrounds, kennel, flea market or pawn shop;
- n. Dry cleaning plant or laundromat;
- o. Primary use is for a sewage/water treatment plant; and
- p. Any use that would, under the Texas Alcoholic Beverage Code and/or the City of Plano, Texas Code of Ordinances, as then amended, prohibit or restrict the sale, consumption or distribution of alcoholic beverages on Grantor's Benefitted Land (as described in **Exhibit D** to this Deed).

The Restrictions are for the benefit of the real property described in **Exhibit D** ("**Benefitted Land**") to this Special Warranty Deed, and shall run with the title to the Property, for the Term of the Restrictions.

The "**Term of the Restrictions**" commences on the date of this Special Warranty Deed and terminates

upon the earlier of (a) November 11, 2039, or (b) 5 years after the date Grantor no longer owns any fee interest in the whole or any part of the Benefitted Land.

These Restrictions are for the sole benefit of Grantor, Grantor's successors in interest to the Benefitted Land, other fee simple owners of any portion of the Benefitted Land, and their respective successors in interest (each and all, "***Benefitted Parties***") and may be enforced only by any of the Benefitted Parties. Upon expiration of the Term of the Restrictions, the Restrictions shall automatically terminate without the necessity of the execution or delivery of any release of the Restrictions.

## EXHIBIT D TO SPECIAL WARRANTY DEED

### Benefitted Land

#### 34.627 acres

Being part of a tract of land described in Deed of Gift to the Board of Regents of the University of Texas System recorded in Volume 976, Page 517, Deed Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with "ARS" cap found for corner at the south end of a right-of-way corner clip at the intersection of the north right-of-way line of State Highway 190 (a variable width right-of-way) and the east right-of-way line of Silverglen Drive (a 60-foot wide right-of-way);

**THENCE** with said right-of-way corner clip, North 47°22'31" West, a distance of 33.84 feet to a 5/8" iron rod with "KHA" cap set for corner in the said east right-of-way line of Silverglen Drive;

**THENCE** with said east right-of-way line, North 0°02'00" East, a distance of 1,133.98 feet to an "X" cut in concrete found for the south end of a right-of-way corner clip at the intersection of said east right-of-way line and the south right-of-way line of Mapleshade Lane (a variable width right-of-way);

**THENCE** with said right-of-way corner clip, North 46°13'31" East, a distance of 20.77 feet to a 1/2" iron rod found for corner in the said south right-of-way line of Mapleshade Lane;

**THENCE** with the said south right-of-way line of Mapleshade Lane part of the way, the following courses and distances:

South 87°34'57" East, a distance of 19.29 feet to a 1/2" iron rod found for corner;  
North 3°20'59" West, a distance of 1.70 feet to a 1/2" iron rod found for corner;  
South 89°57'00" East, at a distance of 351.04 feet passing a 1/2" iron rod with cap found for the southeast terminus of said Mapleshade Lane, continuing for a total distance of 754.64 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the right having a central angle of 30°10'15", a radius of 554.00 feet, a chord bearing and distance of South 74°51'52" East, 288.37 feet;

**THENCE** in a southeasterly direction, with said curve to the right, an arc distance of 291.73 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;

**THENCE** South 59°46'45" East, a distance of 311.98 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the right having a central angle of 38°32'50", a radius of 554.00 feet, a chord bearing and distance of South 40°30'20" East, 365.73 feet;

**THENCE** in a southeasterly direction, with said curve to the right, an arc distance of 372.72 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;

**THENCE** South 21°13'55" East, a distance of 241.80 feet to a 5/8" iron rod with "KHA" cap set for corner;

**THENCE** South 23°44'21" West, a distance of 21.22 feet to a 5/8" iron rod with "KHA" cap set for corner in the said north right-of-way line of State Highway 190;

**THENCE** with said north right-of-way line, the following courses and distances:

South 68°42'36" West, a distance of 544.20 feet to a 5/8" iron rod with "ARS" cap found for corner;

South 72°13'18" West, a distance of 310.91 feet to a 5/8" iron rod with "ARS" cap found for corner;

South 78°03'26" West, a distance of 345.00 feet to a 5/8" iron rod with "ARS" cap found for corner;

South 81°51'49" West, a distance of 311.81 feet to a 1/2" iron rod found for corner;

South 88°27'40" West, a distance of 120.00 feet to a 1/2" iron rod found for corner;

South 85°12'57" West, a distance of 60.00 feet to the POINT OF BEGINNING and containing 34.627 acres or 1,508,333 square feet of land.

Bearing system of this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

**EXHIBIT C TO REAL ESTATE CONTRACT**

**OTHER NOTICES**

**EXHIBIT D TO REAL ESTATE CONTRACT**

**COLLIN COUNTY APPRAISAL DISTRICT ACCOUNT INFORMATION**

## **EXHIBIT E**

### **CITY ZONING MAP (WEBPAGE LINK)**

<https://planogis.maps.arcgis.com/apps/webappviewer/index.html?id=1a920ae1d264422ea00d4a76e40e9b9c>

No representation or warranties, express or implied, as to the accuracy of the information contained herein are made by any party. References to acreage and boundaries are approximate. Recipients must verify the information, conduct their own investigation and analysis and bear all risk for any inaccuracies.

## **EXHIBIT F**

### **BOUNDARY AGREEMENT AND EASEMENTS**

The following items may affect the subject property:

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#### **Boundary Agreement**

**Executed by: W. Nash Shelley, Emma Kate Shelley and Mrs. Flora Stanford and E. Lee Stanford**

**Recording Date: February 25, 1961**

**Recording No.: Volume 578, Page 179, Real Property Records, Collin County, Texas**

**Easement(s) and rights incidental thereto, as granted in a document:**

**Granted to: Texas Power & Light Company**

**Purpose: As provided in said document**

**Recording Date: May 6, 1966**

**Recording No: Volume 673, Page 88, Real Property Records, Collin County, Texas**

**Affects: as therein described**

**Easement(s) and rights incidental thereto, as granted in a document:**

**Granted to: Texas Power & Light Company**

**Purpose: As provided in said document**

**Recording Date: July 7, 1964**

**Recording No: Volume 637, Page 382, Real Property Records, Collin County, Texas**

**Affects: as therein described**

**Easement(s) and rights incidental thereto, as granted in a document:**

**Granted to: City of Plano**

**Purpose: As provided in said document**

**Recording Date: August 11, 1970**

**Recording No: Volume 763, Page 269, Real Property Records, Collin County, Texas**

**Affects: as therein described**

**Easement(s) and rights incidental thereto, as granted in a document:**

**Granted to: JCPenny Life Insurance Company**

**Purpose: As provided in said document**

**Recording Date: October 23, 1992**

**Recording No: 92-0075342, Real Property Records, Collin County, Texas**

**Affects: as therein described**

**Easement(s) and rights incidental thereto, as granted in a document:**

**Granted to: North Texas Municipal Water District**

**Purpose: As provided in said document**

**Recording Date: July 17, 1998**

**Recording No: Volume 4210, Page 1634, Real Property Records, Collin County, Texas**

**Affects: as therein described**

<p>No representation or warranties, express or implied, as to the accuracy of the information contained herein are made by any party. References to acreage and boundaries are approximate. Recipients must verify the information, conduct their own investigation and analysis and bear all risk for any inaccuracies.</p>
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