

GIFT DEED

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BEE	§	

Date: _____, 2005

Grantor: BEEVILLE INDEPENDENT SCHOOL DISTRICT, a Political Subdivision of the STATE OF TEXAS, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____, 2005 attached hereto as Exhibit "B" and incorporated herein by reference.

Grantor's Mailing Address:

BEEVILLE INDEPENDENT SCHOOL DISTRICT
2400 North St. Mary's Street
Beeville, Texas 78102
(Bee County)

Grantee: Bee County, Texas

Grantee's Mailing Address:

Bee County

(Bee County)

Property: All that certain tract of real property situated in Bee County, Texas known as Tyler Elementary School located at 815 North Tyler Street in Beeville, Texas and being more specifically described in Exhibit "A" attached hereto and incorporated herein by reference.

Reservations from and Exceptions to Conveyance and Warranty:

Any and all easements and restrictions of record or easements apparent on the ground.

As further covenant, consideration and condition, the following restrictions shall in all things be observed, followed and complied with:

- a) The above described Property, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- b) The above described Property, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon Grantee and its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, be immediately revert to and vest in the Grantor herein and its successor, the instrument shall null and void, and Grantor and its successors shall be entitled to immediately possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor herein and its successors shall be a waiver of the operation or endorsement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

By executing this document, Grantee acknowledges and agrees that Grantor has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future of, as to, concerning or with respect to (i) the value, nature, quality or condition of the property, including, without limitation, the water, soil and geology, (ii) the income to be derived from the property, (iii) the suitability of the property for any and all activities and uses which Grantee may conduct thereon, (iv) the compliance of or by the property or their operation with any law, rules, ordinances or regulations of any applicable governmental authority or body, (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property, (vi) the manner or quality of the construction or materials, if any, incorporated into the property, (vii) the manner, quality, state of repair or lack of repair of the property, or (viii) any other matter with respect to the property, and specifically, that Grantor has not made, does not make and specifically disclaims any representation regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste, as defined by the U. S. Environmental Protection Agency or the disposal or existence, in or on the property of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980,

(CERCLA), as amended, and regulations promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the property, Grantee is relying solely on its own investigation of the property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained from a variety of sources and the Grantor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Grantor is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. **GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS, AND IN PARTICULAR, THE GRANTEE WILL BE SOLELY LIABLE FOR ALL COSTS OF ABATEMENT OR REMOVAL OF ANY HAZARDOUS MATERIALS FOUND TO BE PRESENT ON THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT ALL OF THE PROPERTY IS TRANSFERRED BY GRANTOR AND ACCEPTED BY GRANTEE SUBJECT TO THE FOREGOING.**

GRANTOR, as a gift and donation, does hereby grant and convey unto GRANTEE, the property, to have and to hold the property, together with all and singular the rights and appurtenances belonging in any way to the property, to Grantee for so long as Grantee shall use the real property and improvements in the BCAA head start program or for other public purposes as determined by the governing body of Bee County, as set forth in Acts 2001, Ch. 161, 77th Legis. (Texas Education Code § 11.1541), or until such time as Grantee executes a document that purports to convey the property, at which time the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, and this instrument shall be null and void.

BEEVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
President of Board of Trustees (Signature)

Name: _____
President of Board of Trustees (Print Name)

§

This instrument was acknowledged before me on _____, 2005, by _____, President of Board of Trustees of Beeville Independent School District.

Notary Public, State of Texas

ACCEPTED:

BEE COUNTY, TEXAS

(Signature)

(Print Name)

Title

22

This instrument was acknowledged before me on _____, 2005, by _____, an Authorized Representative of Bee County, Texas, a Texas County.

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Bee County