North East Independent School District

8961 Tesoro Drive, San Antonio, Texas 78217

NOTICE OF MEETING OF THE BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the North East Independent School District will be held on June 15, 2026 at 5:30 PM, in the Boardroom on the first floor of the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas. Such meeting is a special meeting.

I. ESTABLISHMENT OF QUORUM AND CALL TO ORDER

II. EXECUTIVE SESSION

- A. Personnel, including but not limited to Administrative Appointments pursuant to Government Code Section 551.074
  - 1. Routine Personnel including but not limited to Administrative Appointments
    - a. Principal of El Dorado Elementary School
    - b. Principal of Regency Place Elementary School
  - 2. Discussion Regarding Hire of Mr. Anthony Jarrett as the Superintendent of Schools
- B. Discussion Regarding 3-Year TEA District Audit Report pursuant to Government Code Section 551.076

III. RECONVENE INTO OPEN SESSION

IV. MATTERS FROM EXECUTIVE SESSION

- A. Personnel, including but not limited to Administrative Appointments pursuant to Government Code Section 551.074
  - 1. Possible Action Regarding Routine Personnel including but not limited to Administrative Appointments
    - a. Principal of El Dorado Elementary School
    - b. Principal of Regency Place Elementary School

V. PRESENTATION

- A. Budget Study Session #3

VI. NEW BUSINESS FOR POSSIBLE BOARD ACTION

- A. Discussion and Possible Action to Hire Mr. Anthony Jarrett as the Superintendent of Schools and Approve the Superintendent's Contract
- B. Instruction and Campus Administration
  - 1. Possible Action Regarding Proposed Compensation Plan for 2026-2027
- C. Operations
  - 1. Possible Action to Approve the Commercial Contract to Sell Surplus Property
- D. Consent

1. Operations

a. Temporary Construction Right-of-Way Agreement at Camp Henson

VII. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in an Executive or Closed Session, the Board will convene in such Executive or Closed Session in accordance with the Open Meetings Act, Texas Government Code, Section 551.071, 551.072, and 551.074.

Taxpayer Impact Statement

At any meeting where the Board will discuss or adopt a budget, this information below is included to comply with Texas Government Code 551.043(c)(2))

Fiscal Year (Tax Year)	Median-Valued Homestead	Tax Rate per $100 of Value	Estimated Property Tax Bill
Fiscal Year 2026 (Tax Year 2025)	$340,410**	$0.9822	$1,968.43
Fiscal Year 2027 (Tax Year 2026)	$337,375**	$0.9822***	$1938.62

**Tax years begin on January 1; tax year 2026 began on January 1, 2026.*
***Note that this is the median homestead value, not the average homestead value that is disclosed in the district's Notice of Public Meeting to Discuss Budget and Proposed Tax Rate (Form 50-280) published in the newspaper. Tax year 2026 median value is based on an estimate provided by the Bexar County Appraisal District.*
****Tax rates aren't adopted until after the District receives the Certified Appraised Value from the Bexar Appraisal District, the Texas Education Agency provides the District with its Maximum Compressed Tax Rate, and the Texas Education Agency sends notice certifying the District's completion of certain Chapter 49 filings. The tax rate used here is a preliminary estimate. The actual tax rate will likely be lower if statewide property values end up higher than the prior year.*

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 9th day of June, no later than 5:30 PM, this notice was posted on a bulletin board located at a place readily accessible and convenient to the public at the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas.

NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date:	June 15, 2026	Presenter:	Rudy Jimenez Chyla Whitton, Executive Director for Human Resources
Subject:	Employment of Personnel New Hires	Related Page(s):	None

ACTION ITEM

BACKGROUND INFORMATION

Policy DC (LOCAL) states: "The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in the following categories: central office administrator from the director level and above and campus administrator, including principals and assistant principals." Final authority for employment of contractual personnel in these categories shall be retained by the Board.

ADMINISTRATIVE CONSIDERATION

Campus personnel are recommended for employment by campus principals in accordance with TEC § 11.202(b). All other personnel are recommended by appropriate supervisors. In both cases, the candidate deemed "best qualified" has been selected.

BUDGETARY CONSIDERATION

New hires associated with replacement of personnel have been budgeted prior to the hiring process. New hires associated with recently established positions are covered by a contingency fund established by the Board for this purpose. Should the cost of such positions exceed the funds so budgeted, then a separate budget amendment is brought before the Board prior to additional positions being filled.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees of the North East Independent School District approve the hiring of new personnel as presented.

BOARD ACTION REQUIRED

Approval/Disapproval

NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 15, 2026 Presenter: Susan Lackorn

Subject: Budget Study Session #3 Related Page(s): None

PRESENTATION

BACKGROUND INFORMATION

The Board of Trustees is required to formally adopt the annual budgets of the General, Debt Service, and School Nutrition Services funds. As part of the annual budget process, staff prepare information for the Board of Trustees' review and consideration through a series of budget study sessions. This is the third budget study session for the 2026-2027 budget.

BOARD ACTION REQUIRED

None

NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date:	June 15, 2026	Presenter:	Rudy Jimenez Chyla Whitton, Executive Director, Human Resources
Subject:	Proposed Compensation Plan for 2026-2027	Related Page(s):	Pay Scales 2026-2027 Retention Supplement Resolution

ACTION ITEM

BACKGROUND INFORMATION

It is the goal of the North East Independent School District to maintain a pay system that allows the District to continue to recruit and retain quality personnel.

ADMINISTRATIVE CONSIDERATION

District Administration recommends the following Compensation Plan for the 2026-2027 School Year, which includes:

Classroom Teacher Pay Scales (based on a 10-month assignment):

- Texas Education Code § 5.001 defines “classroom teacher” as an educator who is employed by a school district and who, not less than an average of four hours each day, teaches in an academic instructional setting or a career and technology instructional setting
- Maintain the starting salary for certified classroom teachers, with zero years of creditable experience, at $57,500 with no increase for continuing teachers, except for those earning 3, 4 or 5 years of creditable experience.
- In accordance with House Bill 2, approved in the State of Texas 89th Legislative Session, for the 2026-2027 school year and each subsequent school year, a district must utilize the funds received under the Teacher Retention Allotment (TRA) to maintain the salary increase for teachers with 3 or 5 years of creditable experience. Therefore, for the returning classroom teachers who have earned a creditable year, grant the following pay increases:
  - 3 years of creditable experience = $2,500 annually
  - 4 years of creditable experience = $1,150 annually
  - 5 years of creditable experience = $5,000 annually
- Place new-to-district classroom teachers with 25+ years of experience at the new maximum of $70,350

Additionally, under House Bill 2, the Texas Education Code, Section 21.402, was amended to state a school district must pay to a classroom teacher with zero years of experience who holds a certificate under Section 21.0412(a)(1), (2), or (3) a minimum salary that is greater than the minimum salary paid to a classroom teacher with zero years of experience who does not hold a certificate under Section 21.0412(a)(1), (2), or (3). Therefore, it is recommended the starting salary for a non-certified teacher with zero years of experience be $57,200.

All Other Pay Scales:

- Maintain pay ranges as they exist on the 2025-2026 pay scales
- Freeze salary for returning employees at the 2025-2026 rates

Retention Supplement

The administration of NEISD further recommends a one-time retention supplement for the first semester of the 2026-2027 school year. This supplement is outside any employment contract and only applies to the 2026-2027 school year.

In order to qualify, employees must have a hire date on or before October 1, 2026. If implemented, qualified employees will receive a supplement in accordance with the terms outlined in the attached resolution. The implemented supplement will be paid in November 2026 and will be conditioned upon the qualified employee being employed through the last day of the 2026 fall semester in good standing.

The administration also recommends the Board of Trustees approve a prospective retention supplement for the second semester in the event the District's total student enrollment exceeds the projected number of 51,088 by more than 750 students and/or the average student attendance rate is above 93.5% as of October 30, 2026. In order to qualify, employees must have a hire date on or before February 1, 2027. If implemented, qualified employees will receive a supplement in accordance with the terms outlined in the attached resolution. The implemented supplement will be paid in May 2027 and will be conditioned upon the qualified employee's completion of their 2027 spring semester work schedule in good standing.

The Kid's Involvement Network (KIN) assistants are regularly scheduled to work on all instructional school days and are eligible to earn retirement benefits through the Teacher Retirement System of Texas; therefore, they are deemed eligible for the supplement. However, all other temporary and substitute employees are ineligible for the supplement.

Teacher Incentive Allotment

In accordance with the Teacher Incentive Allotment (TIA) approved under House Bill 3, State of Texas 86th Legislative Session, our District receives additional state funding for each designated teacher employed. For any funds received by North East ISD for a designated teacher under the TIA, 90% percent of the allotment will be spent on teacher compensation and other student-facing instructional paraprofessionals at the campus where the designated teacher works. The remaining 10% percent will be used for costs as permitted by the Texas Education Agency. Should our District receive funding for a designated teacher who resigns or retires, our District will forward payment to the resigned or retired teacher if the designated teacher fulfills his/her work schedule for the 2026-2027 school year. Such funds are not part of any employment contract.

The Board of Trustees may adjust the compensation reflected in this portion of the plan as necessary to utilize funds available under the TIA which were not known at the time this plan was initially adopted. Distribution of the TIA funds will comply with state law and Texas Education Agency guidance, as currently written or as hereafter may be amended by the Texas Education Agency.

BUDGETARY CONSIDERATION

The proposed Compensation Plan serves to provide those eligible employees as described herein with a salary increase, to provide a one-time retention supplement in November, a prospective one-time retention supplement in May and to utilize possible Teacher Incentive Allotment funds received for the 2026-2027 school year. This proposal and its impact to the budget have been discussed in detail during the budget presentations.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees approve the Compensation Plan for the 2026-2027 school year.

BOARD ACTION REQUIRED

Approval/Disapproval

PROFESSIONAL/ADMINISTRATION
2026-2027 SCHOOL YEAR

ADMINISTRATIVE/INSTRUCTION			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
A1	$ 195.03	$ 243.76	$ 292.50
A2	$ 256.02	$ 320.01	$ 384.03
A3	$ 308.89	$ 379.00	$ 449.11
A4	$ 319.55	$ 392.08	$ 464.62
A5	$ 341.26	$ 413.65	$ 486.04
A6	$ 374.00	$ 450.48	$ 527.19
A7	$ 394.57	$ 475.38	$ 556.19
A8	$ 416.26	$ 501.54	$ 586.80
A9	$ 468.93	$ 551.68	$ 634.44

OTHER CAMPUS SUPPORT			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
CS1	$ 273.77	$ 342.20	$ 410.65
CS2	$ 316.44	$ 388.28	$ 460.11
CS3	$ 325.76	$ 399.70	$ 473.64

EDUCATIONAL PROFESSIONAL			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
EP1	$ 307.49	$ 322.01	$ 346.34
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
E1	$ 200.02	$ 243.92	$ 287.83
E2	$ 218.00	$ 265.88	$ 313.73
E3	$ 252.89	$ 308.41	$ 363.92
E4	$ 268.07	$ 326.92	$ 385.76
E5	$ 300.27	$ 359.61	$ 418.94
E6	$ 336.30	$ 402.77	$ 469.22
E7	$ 376.66	$ 451.09	$ 525.52
E8	$ 439.55	$ 505.22	$ 570.91
E9	$ 527.45	$ 606.27	$ 685.09

POLICE			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
P5	$ 297.18	$ 358.04	$ 418.90
P6	$ 445.77	$ 537.07	$ 628.37

TECHNOLOGY			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
T4	$ 240.39	$ 287.90	$ 335.40
T5	$ 288.44	$ 345.47	$ 402.50
T6	$ 311.51	$ 373.12	$ 434.71
T7	$ 342.72	$ 410.42	$ 478.15
T8	$ 383.76	$ 451.47	$ 519.18
T9	$ 441.26	$ 519.18	$ 597.11
T10	$ 519.16	$ 586.64	$ 654.09

PARAPROFESSIONAL/AUXILIARY
2026-2027 SCHOOL YEAR

ADMINISTRATIVE SUPPORT			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
C1	$ 11.65	$ 14.20	$ 16.76
C2	$ 13.02	$ 15.90	$ 18.78
C3	$ 13.83	$ 16.86	$ 19.90
C4	$ 14.64	$ 17.86	$ 21.07
C5	$ 15.53	$ 18.93	$ 22.35
C6	$ 16.48	$ 20.07	$ 23.67
C7	$ 17.44	$ 21.28	$ 25.11
C8	$ 18.48	$ 22.54	$ 26.62
C9	$ 20.82	$ 25.25	$ 29.68
C10	$ 24.30	$ 29.29	$ 34.27

INSTRUCTIONAL SUPPORT			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
I1	$ 13.52	$ 16.24	$ 19.00
I2	$ 14.47	$ 17.43	$ 20.38
I3	$ 15.71	$ 19.18	$ 22.62
I4	$ 17.30	$ 21.09	$ 24.87
I5	$ 21.00	$ 25.30	$ 29.60
I6	$ 24.77	$ 29.85	$ 34.93
I7	$ 27.23	$ 32.84	$ 38.44

OPERATIONS/AUXILIARY			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
O1	$ 11.15	$ 13.93	$ 16.71
O2	$ 12.45	$ 15.19	$ 17.92
O3	$ 13.70	$ 16.70	$ 19.72
O4	$ 15.08	$ 18.38	$ 21.69
O5	$ 16.86	$ 20.31	$ 23.76
O6	$ 19.90	$ 23.96	$ 28.03
O7	$ 22.54	$ 26.83	$ 31.12
O8	$ 23.91	$ 28.44	$ 32.98
O9	$ 28.05	$ 33.00	$ 37.94

POLICE/SECURITY & SAFETY			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
PS1	$ 17.28	$ 21.08	$ 24.87
PS2	$ 20.92	$ 25.51	$ 30.10
PS3	$ 23.66	$ 28.85	$ 34.04
PS4	$ 26.24	$ 32.00	$ 37.76
PS5	$ 28.81	$ 35.14	$ 41.46
PS6	$ 30.17	$ 36.80	$ 44.16

TECHNOLOGY SUPPORT			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
T1	$ 19.34	$ 23.58	$ 27.83
T2	$ 22.38	$ 27.11	$ 31.85
T3	$ 27.16	$ 32.90	$ 38.66

CUSTODIAL			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
CO1	$ 13.65	$ 16.44	$ 19.73
CO2	$ 14.03	$ 17.45	$ 20.59
CO3	$ 15.74	$ 19.19	$ 22.66
CO4	$ 16.99	$ 20.73	$ 24.46
CO5	$ 19.00	$ 22.90	$ 26.79
CO6	$ 22.43	$ 27.02	$ 31.62

FOOD SERVICE			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
F1	$ 14.11	$ 17.64	$ 21.17
F2	$ 15.21	$ 19.00	$ 22.81
F3	$ 16.57	$ 20.71	$ 24.86
F4	$ 18.37	$ 22.97	$ 27.57
F5	$ 21.47	$ 26.83	$ 32.20
F6	$ 24.11	$ 30.13	$ 36.16

DRIVER			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
D1	$ 13.01	$ 15.86	$ 18.73
D2	$ 15.75	$ 19.21	$ 22.66
D3	$ 16.81	$ 20.01	$ 24.23
D4	$ 17.64	$ 20.40	$ 26.29
D5	$ 19.90	$ 23.96	$ 28.03

RESOLUTION

NORTH EAST INDEPENDENT SCHOOL DISTRICT

June 15, 2026

WHEREAS, the North East Independent School District (NEISD) has always been and will remain committed to recruit and retain quality personnel,

WHEREAS, the administration of NEISD has determined funds are available to provide NEISD employees with a one-time retention supplement for the first semester of the 2026-2027 school year to further the educational purpose of helping retain its valued employees who ultimately provide or contribute to providing students with quality educational services; and

WHEREAS, the Board of Trustees finds that retention of employees throughout the course of the 2026-2027 school year is an important benefit to the District and that a retention supplement will promote employee morale and retention;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees hereby declares that each full-time District classroom teacher with a hire date on or before October 1, 2026 shall receive a one-time retention supplement of $652, such amount to be payable in the month of November expressly conditioned upon the qualified employee's completion of their 2026 fall semester work schedule in good standing;

BE IT FURTHER RESOLVED that all other employees and Kids' Involvement Network (KIN) Assistants of the North East Independent School District would be eligible for a retention supplement of one percent (1%) of the annualized pay grade midpoint under the employee's applicable 2026-2027 salary range with a minimum supplement payment of $250. To qualify for the supplement, the employee must have a hire date on or before October 1, 2026. The supplement amount shall be paid in one payment in the month of November based upon the qualified employee's completion of their 2026 fall semester work schedule in good standing. All other temporary and substitute employees are ineligible for the supplement.

BE IT FURTHER RESOLVED that the Board of Trustees approves a prospective retention supplement in Spring 2027 for eligible employees in the event the District's total student enrollment exceeds the projected number of 51,088 by more than 750 students and/or the average student attendance rate is above 93.5% as of October 30, 2026. In the event that one or both of these triggering events occur, the District administration shall provide a one-time retention supplement of one percent (1%) of the annualized midpoint under the employee's applicable 2026-2027 salary range with a minimum supplement of $250. To qualify for the supplement, the employee must have a hire date on or before February 1, 2027. The supplement amount shall be paid in one payment in the month of May expressly conditioned upon the qualified employee's completion of their 2027 spring semester work schedule in good standing. All other temporary and substitute employees are ineligible for the supplement.

BE IT FURTHER RESOLVED that any employee who receives the retention supplement and separates from employment prior to the last day of their 2026 fall or spring work schedule will not have met the requirement to earn the retention supplement, and such employee will have then received an overpayment. For any employee who received the retention supplement and then fails to meet the requirements, the amount of the retention supplement will be deducted from their final paycheck or from their leave payout, or will otherwise be expected to reimburse the District the amount of the retention supplement.

PASSED, APPROVED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE NORTH EAST INDEPENDENT SCHOOL DISTRICT, this 15th day of June, 2026.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the North East Independent School District during a properly noticed and scheduled meeting held on June 15, 2026. A quorum of the Board of Trustees being then present, it was duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: 6
Nays: 0
Abstentions: 0

To certify which, witness my hand and the official seal of the District this 15th day of June, 2026.

President, Board of Trustees

NORTH EAST INDEPENDENT SCHOOL DISTRICT

By: ______________________
David Beyer, President, Board of Trustees

ATTEST:

By: ______________________
Lisa Thompson, Secretary, Board of Trustees

NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date:	June 15, 2026	Presenter:	Deb Caldwell, Chief Operations Officer
		Related Page(s):	Attachment
Subject:	Discussion and possible action to approve commercial contract		

ACTION ITEM

BACKGROUND INFORMATION

On September 8, 2025, under the authority granted by section 11.154 of the Texas Education Code, the Board of Trustees passed a resolution to declare 103 W. Rampart and 8438 Ahern Drive currently owned by NEISD as surplus property and authorize the superintendent to offer the properties for sale. The properties formerly housed the North East Alternative Center and North East Transition Servies. All prerequisites for the sale of such real property have otherwise been met.

ADMINISTRATIVE CONSIDERATION

North East ISD has received an offer on the properties, and a contract has been prepared by the principal broker and reviewed by legal counsel.

BUDGETARY CONSIDERATION

The contract specifies a sales price of $2,450,000. At the closing of the sale, NEISD will pay a fee of 2.5% of the sales price to the principal broker and 2.5% of the sales price to the cooperating broker. Other seller's expenses, such as preparation of the deed, are outlined in the contract.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees approve the commercial contract to sell 103 W. Rampart and 8438 Ahern Drive currently owned by NEISD and authorize the Superintendent or his designee to proceed with closing documents, to include a deed signed by the Board President conveying the property to the buyer.

BOARD ACTION REQUIRED

Approval/Disapproval

COMMERCIAL CONTRACT - IMPROVED PROPERTY

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: **North East Independent School District through its Board of Trustees**

Address: **8961 Tesoro Drive, San Antonio, Tx 78217**
Phone: **(210)407-0547** E-mail: **dcaldw@neisd.net**
Mobile: ______ Fax or Other: ______

Buyer: **Family Life International Ministries**

Address: **5814 Rittiman Plaza, San Antonio, Tx 78218**
Phone: ______ E-mail: **Bishopblue@familylifeint.org , alfredblueiii@gmail.com**
Mobile: ______ Fax or Other: ______

2. **PROPERTY:**

A. "Property" means that real property situated in **Bexar** County, Texas at **103 W. Rampart and 8438 Ahren** *(address)* and that is legally described on the attached Exhibit **"A" and** ~~or~~ as follows:
Approximately 4.785 acres together with all improvements and personal property (to include nine (9) modular classroom buildings) located thereon known as the W IRRG 36.55 feet of Tract 1-B and Lot 88, New City Block 12025, San Antonio, Bexar County, Texas.

B. Seller will sell and convey the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: ______.
Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing . . . . $ **2,450,000.00**
B. Sum of all financing described in Paragraph 4 . . . . $ ______
C. Sales price (sum of 3A and 3B) . . . . $ **2,450,000.00**

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

[X] A. Third Party Financing: ~~One or more third party loans in the total amount of \$~~ ______________. This contract:

[X] (1) is not contingent upon Buyer obtaining third party financing.

[ ] (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

[ ] B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ ____________________ .

[ ] C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$______________ .

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$ **\$30,000.00** as earnest money with **Presidio Title Company** (title company) at **7373 Broadway, Ste. 105, SAT 78209** (address) **David McAllister** (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ __________________ with the title company to be made part of the earnest money on or before:

[ ] (i) ______ days after Buyer's right to terminate under Paragraph 7B expires; or

[ ] (ii) ____ .

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and

(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

[X] (a) will not be amended or deleted from the title policy.

[ ] (b) will be amended to read "shortages in areas" at the expense of [ ] Buyer [ ] Seller.

(3) Within **10** days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 21 days after the effective date:

☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer ______________ *(insert amount)* of the cost of the survey at closing, if closing occurs.

☒ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party ______________ *(insert amount or percentage)* of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

☒ (1) Within 21 days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☐ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within 7 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: **None**

B. Feasibility Period: Buyer may terminate this contract for any reason within **45** days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. *(Check only one box and insert amounts.)*

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ **1,000.00** that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay $ ________ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1)(b) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

☒ (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of **30** days ~~by delivering $ to the title company as additional earnest money~~. **If Buyer elects to extend the Feasibility Period then $10,000.00 of the Earnest Money shall become non-refundable to Buyer for any reason except in the event of Seller default.**

(a) $________ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) *(Check no boxes or only one box.)*

☐ all or ☐ $________ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*

- ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- ☐ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☒ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☒ (g) copies of all current warranties and guaranties relating to all or part of the Property;
- ☒ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- ☒ (j) a copy of the "as-built" plans and specifications and plat of the Property;
- ☒ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- ☐ (l) a copy of Seller's income and expense statement for the Property from ____________ to ____________;
- ☒ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

[X] (n) real and personal property tax statements for the Property for the previous 2 calendar years;
[ ] (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from ____________ to ____________; and
[ ] (p) ____.

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
[X] (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
[ ] (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
[X] (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.
This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any non-occupancy of the leased premises by a tenant;
(4) any advance sums paid by a tenant under any lease;
(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _______ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ____________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: John Kenneth Durbin

Agent:

Address: 8123 N. New Braunfels , Unit N
San Antonio, Texas 78209

Phone & Fax: (210)313-3464

E-mail: jdurbin@durbinsa.com

License No.: 312029

Cooperating Broker: Marcus Millichap

Agent: Eugenio Valladares Martinez

Address: 11503 NW Military Highway, Ste. 305
San Antonio, Texas 78231

Phone & Fax: (512)338-7813

E-mail: eugenio.valladres@marcusmillichap.com

License No.: 830404

Principal Broker: *(Check only one box)*

- [X] represents Seller only.
- [ ] represents Buyer only.
- [ ] is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 15 only if (1) is selected.)

[ ] (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

[X] (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
[X] 2.500 % of the sales price.
[ ] ______________ .

Cooperating Broker a total cash fee of:
[X] 2.500 % of the sales price.
[ ] ______________ .

The cash fees will be paid in Bexar County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
(1) [X] 30 days after the expiration of the feasibility period.
[ ] ______________ *(specific date)*.
[ ] ______________ .
(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
(1) tax statements showing no delinquent taxes on the Property;
(2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
(3) an assignment of all leases to or on the Property;
(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
(a) licenses and permits;
(b) service, utility, maintenance, management, and other contracts; and
(c) warranties and guaranties;
(5) a rent roll current on the day of the closing certified by Seller as true and correct;
(6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
(8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the title company;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
This Contract is subject to and conditioned upon formal approval from Board of Trustees of the North East Independent School District no later than June 17, 2026.
The Property will be sold "As Is, Where IS:" with no warranties as further described in Exhibit "B" attached hereto. Seller shall retain an ingress and egress easement as depicted on the Col. Victor Ferrari Subdivision Plat: 030184 as recorded in Book 9557 Page 94 of the Bexar County Real Property Records attached hereto as Exhibit "C". Said easement shall be to the benefit of Lot 127, New City Block 12025 also known as the Ferrari Center and shall be a permitted exception contained in the deed and Owner's Title Policy.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed and any bill of sale;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation fees of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood and hazard insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee; and
(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may ~~pursue, or~~ **pursue.**
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

☒ B. Except as otherwise provided in this contract, Seller is not aware of:
(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*
☒ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
☐ (3) Commercial Contract Financing Addendum (TXR-1931);
☐ (4) Commercial Property Condition Statement (TXR-1408);
☐ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (8) Addendum for Coastal Area Property (TXR-1915);
☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
☒ (10) Information About Brokerage Services (TXR-2501);
☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
☐ (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
☒ (13) **Exhibit B and C identified in Paragraph 12**
____.

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or Federal Reserve Bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or Federal Reserve Bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract *(the Addendum for Coastal Area Property (TXR-1915) may be used).*

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract *(the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).*

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract *(the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used).*

H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).

K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: ______________________________
____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on **June 19, 2026**, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: North East Independent School District through its Board of Trustees	Buyer: Family Life International Ministries
By:	By:
By (signature):	By (signature):
Printed Name: David Beyer	Printed Name:
Title: NEISD Board President	Title:
By:	By:
By (signature):	By (signature):
Printed Name:	Printed Name:
Title:	Title:

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay ______________________________ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ $ __________________, or
- ☐ __________ % of the sales price, or
- ☐ __________ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: ______________________________

____

By: ______________________________

Cooperating Broker: ______________________________

____

By: ______________________________

ATTORNEYS

Seller's attorney: ______________________________

____

Address: ______________________________

____

Phone & Fax: ______________________________

E-mail: ______________________________

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
- ☐ Buyer sends to Seller.

Buyer's attorney: ______________________________

____

Address: ______________________________

____

Phone & Fax: ______________________________

E-mail: ______________________________

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Buyer.
- ☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day ____________________ (effective date);
- ☐ B. earnest money in the amount of $ ____________________ in the form of ____________________ on ____________________ .

Title company: ______________________________

By: ______________________________

Assigned file number (GF#): ______________________________

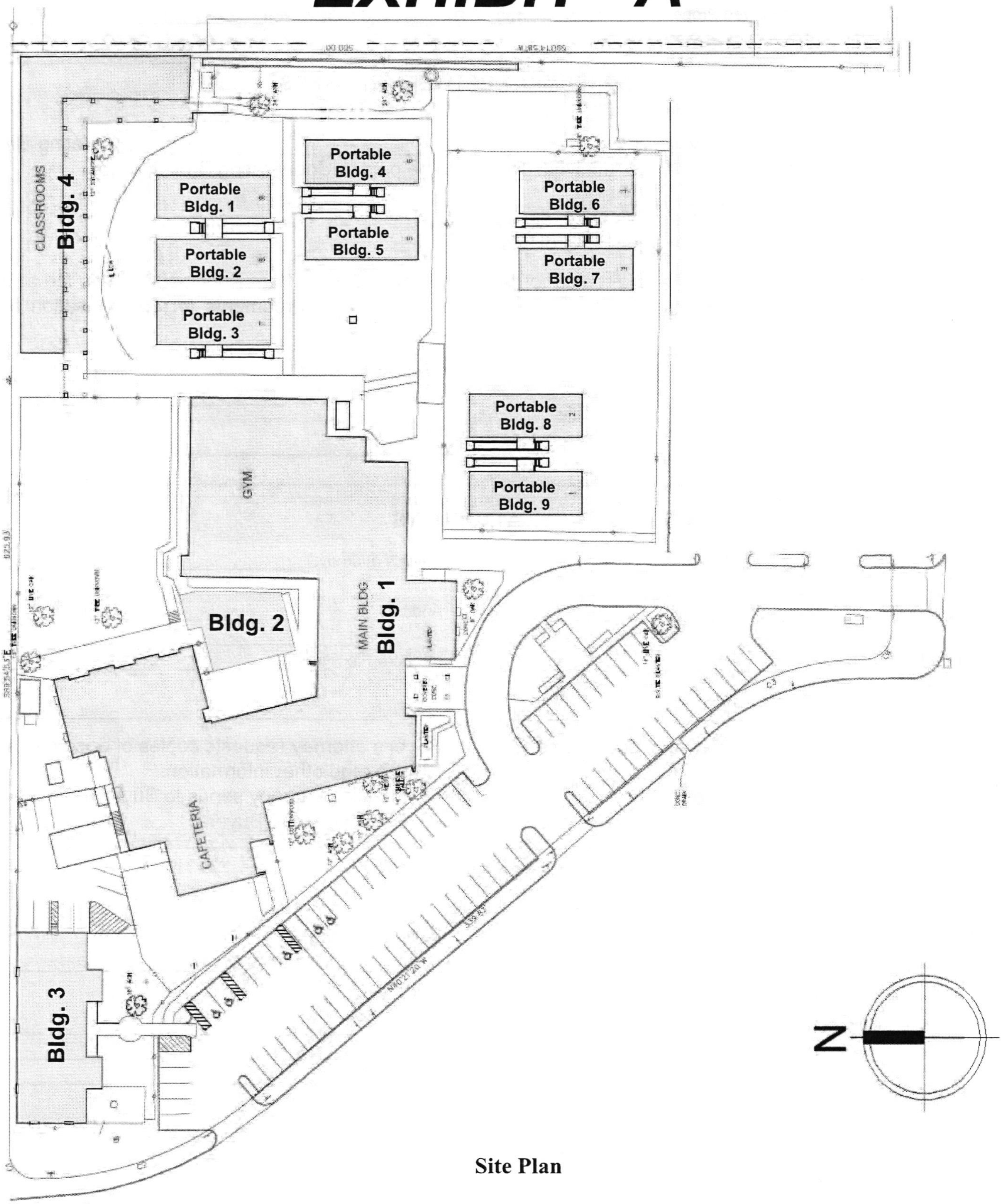
Address: ______________________________

____

Phone & Fax: ______________________________

E-mail: ______________________________

EXHIBIT "A"



Site Plan

EXHIBIT "B"

PROPERTY SOLD "AS IS, WHERE IS;" NO WARRANTIES

NOTICE: THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE LIMITED WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE EXPRESSLY DISCLAIMED.

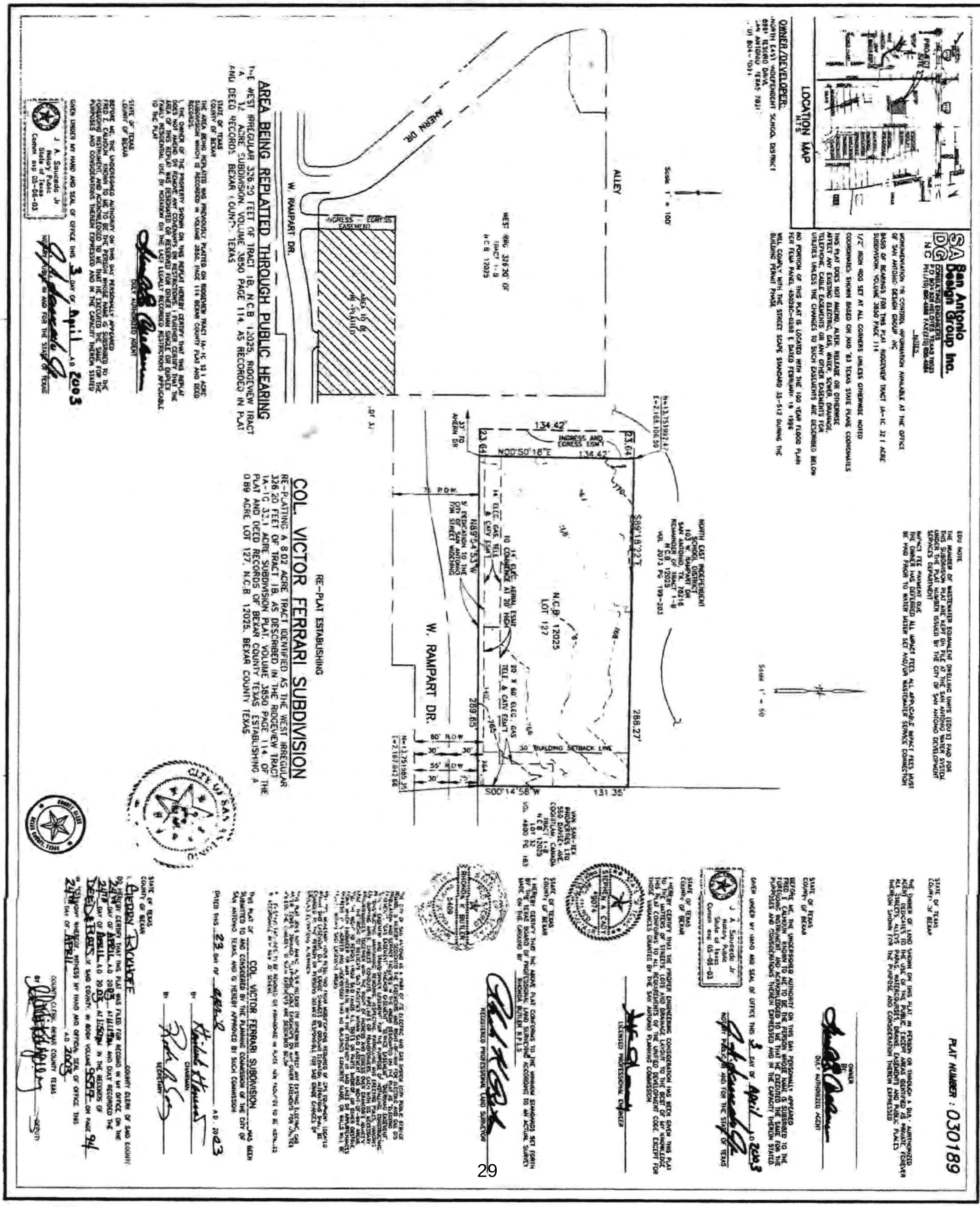
BUYER REPRESENTS AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER.

Buyer further represents and agrees that, having been given the opportunity to inspect the property, Buyer is relying solely on its own investigation of the property and not on any information provided by Seller. Buyer 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 that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller will not be 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. Buyer further represents 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" condition and basis with all faults. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the property is sold by Seller and purchased by Buyer subject to the foregoing.

The provisions of Paragraph 12 and this Exhibit B regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

EXHIBIT "C"

Doc# 20030100214
Book: 9557
Page: 94
Filed & Recorded
GERRY RICKHOFF
COUNTY CLERK
BEXAR COUNTY
RECORDING
RECORDS MANAGER
COURTHOUSE SECU



TREC
TEXAS REAL ESTATE COMMISSION

2-10-2025

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

EQUAL HOUSING OPPORTUNITY

TYPES OF REAL ESTATE LICENSE HOLDERS:
- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):
- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:
- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:
- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

John Kenneth Durbin	312029	jdurbin@durbinsa.com	210-313-3464
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials   Date

NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date:	June 15, 2026	Presenter:	Deb Caldwell, COO Jorge Cabello, Exec. Dir. CM&E
Subject:	Temporary Construction/Right-of-Way Agreement at Camp Henson	Related Pages(s):	Attachment

CONSENT ITEM

BACKGROUND INFORMATION

CPS Energy has requested a temporary construction easement on North East ISD property on the south of Wurzbach Parkway, known as “Camp Henson,” to stage bore equipment to receive pipe for a gas main extension and tie into an existing gas main in an existing utility easement. This effort would require a 50’ x 50’ temporary construction easement with no tree clearing, but tree trimming on the lower canopy. The purpose of the easement is to connect gas for the Morgans Wonderland hotel project.

ADMINISTRATIVE CONSIDERATION

A temporary easement and right-of-way being fifty (50) feet x fifty (50) feet wide as depicted in the attached Exhibit A is needed to allow CPS to complete a gas main extension project.

BUDGETARY CONSIDERATION

There is no cost to NEISD. The executed Temporary Construction/Right-of-Way Agreement to CPS has no monetary or other material obligations to the Grantee. Additionally, there are no ongoing costs for future maintenance as it is a temporary agreement.

ADMINISTRATIVE RECOMMENDATION

The Executive Director of Construction Management & Engineering, in consultation with Legal Counsel for North East ISD, has reviewed the Grantee’s request and supporting documentation for the Temporary Construction/Right-of-Way Agreement and recommends that the Board of Trustees approve the dedication of the easement within the defined limited tract at Camp Henson to CPS Energy for the construction of an underground pipeline that will provide gas service to the hotel at Morgan’s Wonderland. It is further recommended that the Board of Trustees authorize the Superintendent, Chief Operations Officer (COO), or the Executive Director of Construction Management & Engineering to execute the temporary agreement on behalf of the District.

BOARD ACTION REQUIRED

Approval/Disapproval

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 ANY INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION / RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

That, NORTH EAST INDEPENDENT SCHOOL DISTRICT ("Grantor", whether singular or plural), acting by and through Grantor's duly authorized officers, for and in consideration of One Dollar ($1.00) and other good and valuable consideration in hand paid by the CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, a Municipal Board of the CITY OF SAN ANTONIO, in Bexar County, Texas, created pursuant to the authority contained in § 1502.070 of the Texas Government Code, and its predecessor statute; the receipt and sufficiency of which is hereby acknowledged and confessed, has granted and by these presents does grant unto the CITY OF SAN ANTONIO, as a part of its electric and gas system ("Grantee"), whose mailing address is P.O. Box 1771, San Antonio, Texas 78296, temporary construction easement and right-of-way with tree removal rights, at or near the location and along the general course now located and staked out by Grantee, across, and upon the following described land located in Bexar County, Texas, to-wit:

> Being a 20.22 acre tract of land, out of the D. J. Davis Survey No. 103, Abstract No. 208, County Block 5029, New City Block 14945, out of the J. Hefferman Survey No. 101, Abstract No. 338, County Block 5028, New City Block 14945, and out of the M. A. De Los Santos Coy Survey No. 306, Abstract No. 135 County Block 5034, New City Block 14945, City of San Antonio, Bexar County, Texas, as described as Tract 1 in deed recorded in Document No. 20070235916, Official Public Records of Bexar County, Texas.
>
> Said easement and right-of-way being fifty (50) feet x fifty (50) feet wide, more particularly described and shown by drawing marked Exhibit "A", attached hereto and made a part hereof.

Grantee agrees to save and hold Grantor free and harmless from and against any and all claims, demands, or causes of action for personal injury, including death and property damage asserted by others to the extent that such personal injury or property damage is caused by or arise in any manner out of acts or omissions of Grantee in the use and occupancy of said easement by Grantee, its employees, or any other persons acting under its control.

It is further agreed that Grantee's use of said easement is for a gas construction project and Grantee will not substantially disrupt Grantor's use of the property and it's operations.

Upon completion of the construction, Grantee agrees to restore the surface of the land to as near its condition as existed immediately prior to any construction as is reasonably practicable.

TO HAVE AND TO HOLD the above-described easement and rights unto Grantee, Grantee's successors and assigns, effective as of the date of the commencement of construction and automatically expiring and terminating upon completion of the gas construction project, with no further action required by either Grantor or Grantee, not to exceed a six-week period.

SIGNED TO BE EFFECTIVE this 15th day of June ,2026.

NORTH EAST INDEPENDENT SCHOOL DISTRICT

By: ______________________

Name: David Beyer

Title: Board President

STATE OF Texas §
§
COUNTY OF Bexar §

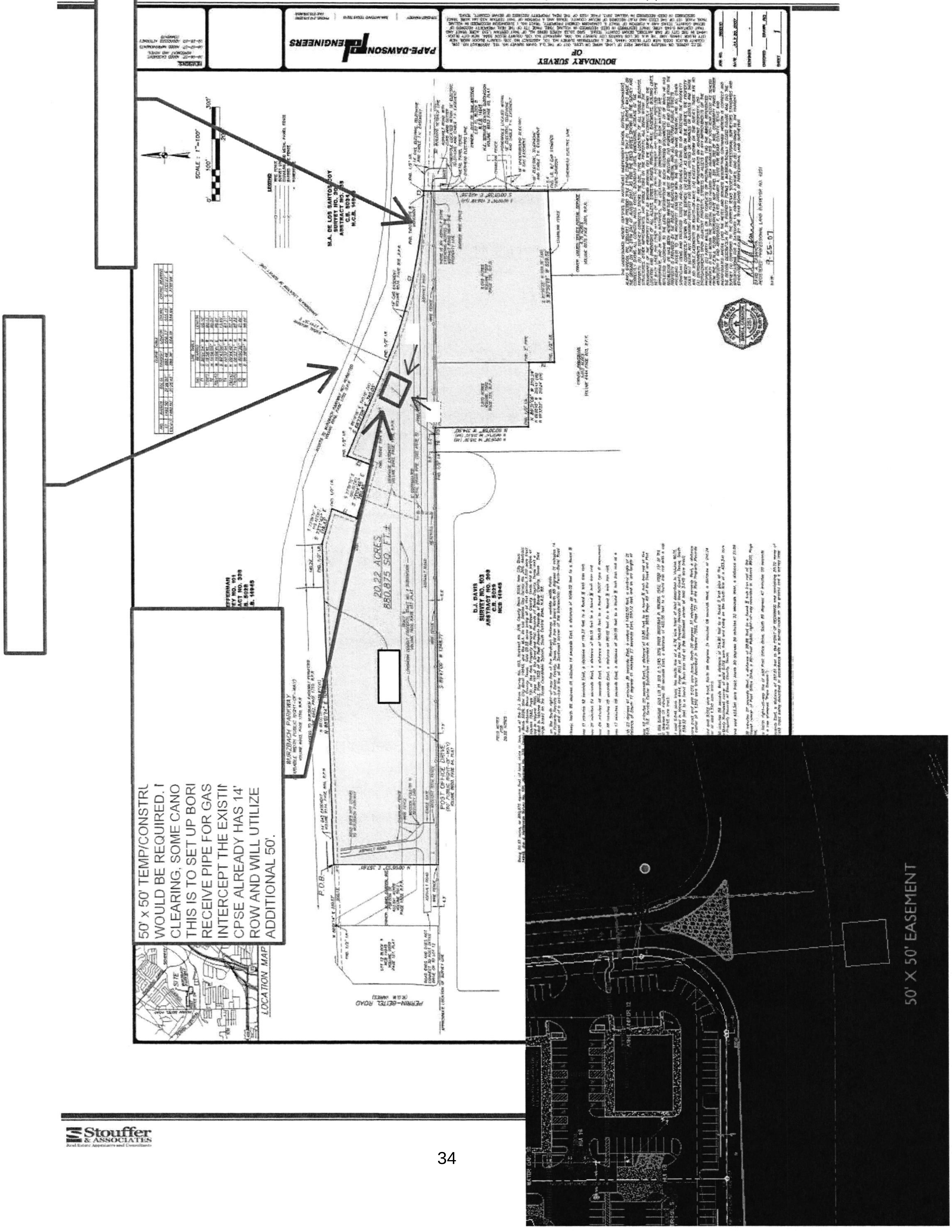
This instrument was acknowledged before me on this 15th day of June, 2026 by David Beyer (NAME), Board President (TITLE) on behalf of NORTH EAST INDEPENDENT SCHOOL DISTRICT.

____

Notary Public, State of Texas

PEGGY A TURNER
NOTARY PUBLIC, STATE OF TEXAS
COMM. EXP. 09/12/2029
NOTARY ID# 125235244

TEMP CONST EASEMENT/NORTH EAST ISD/CFM//WR#41026229


50' x 50' TEMP/CONSTRU
WOULD BE REQUIRED. I
CLEARING. SOME CANO
THIS IS TO SET UP BORI
RECEIVE PIPE FOR GAS
INTERCEPT THE EXISTI
CPSE ALREADY HAS 14'
ROW AND WILL UTILIZE
ADDITIONAL 50'.
20.22 ACRES
880,875 SQ. FT.±
BOUNDARY SURVEY
OF
PAPE-DAWSON ENGINEERS
WURZBACH PARKWAY
POST OFFICE DRIVE
PERRIN-BEITEL ROAD
LOCATION MAP
D.J. DAVIS
SURVEY NO. 103
ABSTRACT NO. 208
50' X 50' EASEMENT