

**REQUEST FOR SEALED OFFERS FOR THE SALE OF
APPROXIMATELY 23.46 ACRES OF REAL PROPERTY BY
HUMBLE INDEPENDENT SCHOOL DISTRICT**

Introduction:

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

Property:

The property to be sold by the District, consists of approximately 23.46 acres located along the 2300 block of Atascocita Rd., in Harris County, Texas, as depicted and described in the attached **Exhibit A** (“**Property**”). Note that the Property would be conveyed subject to all applicable restrictions.

Instructions:

1. All offers must be submitted on the form of Letter of Intent attached hereto as **Exhibit B** (“**Letter of Intent**”).
2. To submit an offer, the offeror must complete all sections of the Letter of Intent and submit, in a sealed envelope, one (1) original and two (2) copies of the executed Letter of Intent, along with any additional attachments Offeror wishes to submit.
3. By submitting an offer, offeror agrees and acknowledges that, in the event that offeror’s offer is selected by Humble ISD, offeror shall, within five (5) business days of notification of such selection, deliver an earnest money check or wire transfer in the amount of 1% of the purchase price (the “**Earnest Money**”), payable to Charter Title Company (“**Title Company**”)
4. The Letter of Intent must include, by separate attachment, a description of offeror’s proposed land development/utilization plan for the Property (if any).
5. All required submissions should be delivered Monday through Friday, between the hours of 8:30 a.m. and 4:00 p.m. (up to the deadline for submission) to:

Humble Independent School District
Attn: Dr. Jason Seybert
1703 Wilson Road, Bldg. B
Humble, TX 77396

6. **The completed Letter of Intent must be delivered in a sealed package to the above party at the above address NO LATER THAN MONDAY, JUNE 1, 2026, at 10:00 a.m.**

Humble ISD reserves the right to negotiate and execute a backup contract for the Property. In the event an acceptable offer is not received by the deadline, the Property shall remain for sale, and the offer period shall remain open until an acceptable offer is received, and a sale and purchase agreement is executed by Humble ISD.

7. **THE ATTACHED LETTER OF INTENT, ONCE EXECUTED BY AN OFFEROR, CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY, AND MAY CREATE LEGAL OBLIGATIONS ON THE OFFEROR. AN OFFER MAY ONLY BE ACCEPTED BY FORMAL ACTION OF THE HUMBLE INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES. OFFERORS MAY WISH TO HAVE AN ATTORNEY REVIEW THE LETTER OF INTENT TO ADVISE THEM AS TO THE EFFECTS THEREOF.**

8. **HUMBLE INDEPENDENT SCHOOL DISTRICT DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, PHYSICAL OR ENVIRONMENTAL CONDITIONS, THE VALUE, CONDITION, MERCHANTABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. POTENTIAL OFFERORS SHALL ACKNOWLEDGE AND AGREE THAT THE PROPERTY SHALL BE CONVEYED, AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS. WITHOUT LIMITING THE FOREGOING, THE FORMAL SALE AND PURCHASE AGREEMENT SHALL CONTAIN PROVISIONS WHEREBY OFFEROR UNCONDITIONALLY RELEASES HUMBLE ISD FROM ANY AND ALL LIABILITY OR OBLIGATION ARISING OUT OF THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL OR ENVIRONMENTAL CONDITION THEREOF, THE COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, AND OTHER SIMILAR MATTERS.**

9. **HUMBLE INDEPENDENT SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS FOR THE PURCHASE OF THE PROPERTY, WAIVE INCONSISTENCIES, OR NEGOTIATE OR MAKE COUNTER-OFFERS. THE DISTRICT RESERVES THE RIGHT TO CONSIDER OTHER FACTORS IN ADDITION TO THE PURCHASE PRICE OR OTHER TERMS WHEN CONSIDERING WHETHER OR NOT TO ACCEPT AN OFFER. SUCH FACTORS INCLUDE, BUT ARE NOT LIMITED TO, AD VALOREM TAXATION AND IMPACT OF AN OFFER ON HUMBLE INDEPENDENT SCHOOL.**

10. THE CONVEYANCE OF THE PROPERTY SHALL NOT INCLUDE MINERAL INTERESTS, AND SHALL BE SUBJECT TO ALL MATTERS OF RECORD AND ALL MATTERS DISCLOSED BY A CURRENT SURVEY OF THE PROPERTY.

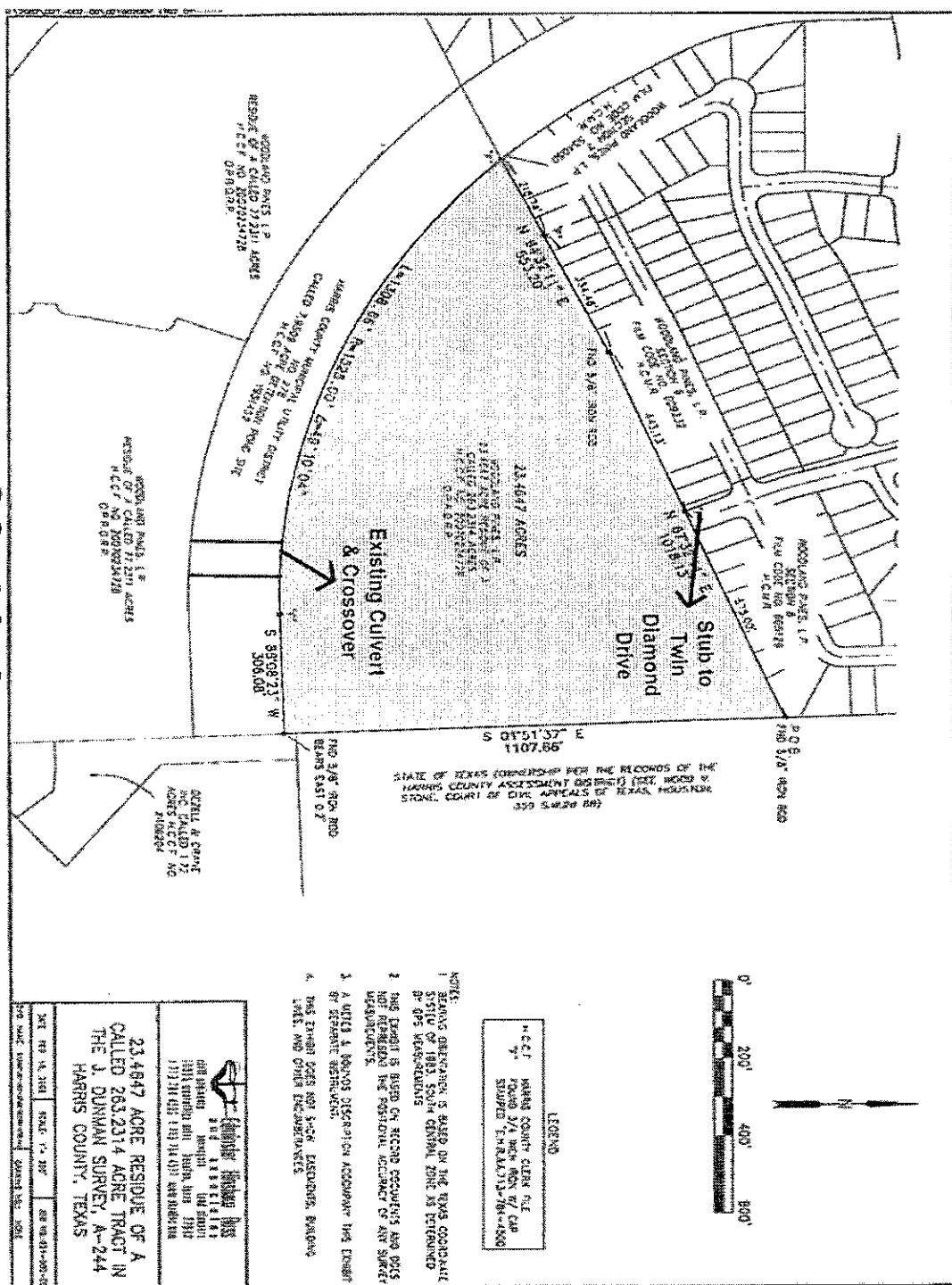
11. All offers that are not accepted will be returned to the offeror.
12. Available property condition documents can be made available to interested parties upon request, without any representations as to their truth or accuracy.
13. Questions regarding these procedures or the Property should be addressed, in writing, to:

McAlpine Interests
Attn: Adam McAlpine, CCIM
Email: adam@mi-cre.com

EXHIBIT A

[Property Description or Depiction]

EXHIBIT A



23.46 Acres

EXHIBIT B

[Letter of Intent Form attached]

LETTER OF INTENT
HUMBLE INDEPENDENT SCHOOL DISTRICT

Humble Independent School District
Attn: Dr. Jason Seybert
1703 Wilson Road, Bldg. B
Humble, TX 77396

Re: Letter of Intent to (“**Letter of Intent**”) purchase an approximately 23.46 -acre tract of land located along the 2300 block of Atascocita Rd., in Harris County, Texas (the “**Property**”).

Dear Dr. Seybert:

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

1. **Offeror’s Legal Name:** _____
2. **Offeror’s Contact Information:** _____

3. **Purchase Price:** The purchase price (“**Purchase Price**”) for the Property shall be a total cash purchase price of _____, or _____ per square foot. Applicable property taxes will be prorated through the date of closing.

4. **Earnest Money:** If this offer is selected by the District for negotiation, Offeror shall, within five (5) business days of notification of such selection, deliver to the Title Company an earnest money check or wire in the amount of 1% of the purchase price (the “**Earnest Money**”), payable to Charter Title Company (the “**Title Company**”).

5. **Proposed Land Use:** Offeror's proposed use for the Property will be _____ and a development plan is included and submitted herewith (if applicable).

6. **Survey and Verifications:** Within _____ days after Contract execution, Humble ISD will provide to Offeror a copy of the most recent survey of the Property, to the extent within the District's possession. Any additional surveys or certifications may be obtained by Offeror, at Offeror's expense no later than _____ days following the effective date of the Contract.

7. **Title Commitment:** Within _____ days after Contract execution, the Title Company would, at the _____ expense, provide a Title Commitment to the Offeror covering the Property.

8. **Review Period:** Offeror would be allowed a period of 15 days after receipt of both the Survey and Title Commitment to make written objections to matters affecting title to the Property being acquired.

9. **Feasibility Period:** To allow sufficient time to perform the necessary studies, inspections, and assessments related to the Property, Humble ISD will grant Offeror a period of _____ days from the effective date of the Contract (the "Feasibility Period") to conduct such studies, inspections, and assessments on the Property, to be conducted at Offeror's cost and expense.

Within 10 days after the effective date of the Contract, Humble ISD will submit to Offeror copies of all available environmental reports and/or drainage studies related to the Property, to the extent such documents are within the District's possession, without any representation as to the truth or accuracy of such documents.

If, prior to the expiration of the Feasibility Period, Offeror elects to terminate the Contract for any reason, Offeror may do so upon providing written notice to the District prior to the expiration of the Feasibility Period. In the event of such termination, Offeror would then receive a full refund of the Earnest Money, less independent consideration equal to \$1,000.00 for such option.

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

11. **Closing:** Closing of the transaction would take place at the Title Company, within ____ days following expiration of the Feasibility Period (the “**Closing Date**”), unless otherwise agreed to by the Parties.

Please be advised that, once accepted by the Humble ISD Board of Trustees, this Letter of Intent is a binding offer to purchase the Property. The parties agree to execute Contract in accordance with the material terms of this Letter of Intent, or any other additional terms as negotiated by and acceptable to Offeror and Humble ISD.

Signature of Authorized Representative of
Offeror

Printed Name

Date