TEXAS CITY ISD-INVITATION FOR BID FOR SALE OF APPROXIMATELY 1.2685 ACRES OF LAND, BID NO. 2020-2

ADDENDUM #1-Texas City ISD-Bid No. 2020-2

**The attached Bid Response Form and Purchase and Sale Contract shall replace the Bid Response Form and Purchase and Sale Contract (Attachment Nos. 1-2) included in the Invitation for Bid**.

ATTACHMENT NO. 1

**BID RESPONSE FORM**

Bid response for a parcel of unimproved land containing approximately 1.2685 acres of land described on Exhibit “A” (“Property”).

Please type or print in the blanks below all applicable information. If the information is not applicable, please indicate by placing N/A in the blank. Additional sheets may be added as necessary to provide complete information. Please be sure to fill out this form completely.

1. Bidder information

The bidder must be a person or legal entity in existence on the date of bidder qualification. The following information must be provided.

Name of bidder:

Identity of principal(s)/authorized person(s):

Mailing and email address for bidder and each principal/ authorized person:

|  |  |
| --- | --- |
| Contact info for Bidder: |  |
|  | Street or P.O. Box: |  |
|  | City, State, Zip:  |  |
|  | Phone: |  |
|  | Fax: |  |
|  | Email: |  |
| Principal/Auth. person: |  |
|  | Street or P.O. Box: |  |
|  | City, State, Zip:  |  |
|  | Phone: |  |
|  | Fax: |  |
|  | Email: |  |
| Contact person for bidder: |  |
|  | Name and Title: |  |
|  | Street or P.O. Box: |  |
|  | City, State, Zip:  |  |
|  | Phone: |  |
|  | Fax: |  |
|  | Email: |  |

*Bid response for a parcel of unimproved land containing approximately 1.2685 acres of land*

1. Bid price for the Property:
2. Use to which the bidder intends to put the Property:

1. Purchase and Sale Contract

Attached as Attachment 2 is the form of the Purchase and Sale Contract (“Contract”) to be used for the purchase of the Property. Fill in the name of the proposed Buyer on the first page, the purchase price in Section 2.1A, the amount of the Earnest Money in Section 2.2, insert the name of Buyer’s broker, if applicable, in the blank in Section 7.1, and the date signed in Section 8.8. Submit one (1) original with the bid offer and attach a cashier’s check in the amount of the earnest money indicated in Section 2.2. If the bid offer is accepted and approved by the District’s Board of Trustees, the District will deposit the check for the earnest money with the Title Company to be applied toward the purchase price at closing. **THE CONTRACT MUST BE EXECUTED BY BIDDER.**

Any exceptions to the form of the Contract, which will be considered in the bid award process, must be noted here (attach additional comments if needed) (no exceptions will be made after the Bid Deadline):

1. Title Commitment

Bidder acknowledges that the District may make available a copy of a title commitment issued by South Land Title Company (“Title Company”) (“Title Commitment”). Copies of the exception documents may be obtained from the District or the Title Company upon written request. If made available prior to bid, please note any exceptions to title here:

*Bid application for a parcel of unimproved land containing approximately 1.2685 acres of land*

6. Verification by bidder

State of §

 §

County of §

The undersigned, being first duly sworn on oath, states as follows:

The information submitted herein is true and correct. I represent that if my bid is accepted, as of the date of the purchase of the Property, except as otherwise set forth in the IFB and the Contract, I will have conducted all due diligence and investigations I deem necessary or advisable and will have inspected the Property on which I am submitting a bid to the extent I deem material. I further represent and warrant that I have read and understand the complete bid package including attached documents; that I have asked any relevant questions that I would need to have answered before making a decision to purchase the Property; that I accept title to the property “as is” without any warranty from the Texas City Independent School District except for the limited warranty of title set forth in the deed. I further acknowledge that I am a knowledgeable Buyer of real property, that I have been advised to and understand that I have a right to have an attorney review this document. I further represent that I am not relying upon any representation, warranty, statement, or other assertion of the Texas City Independent School District, or any agent, consultant, representative, or employee of the District. Further, I represent that I am legally authorized to sign this bid on behalf of the bidder, and have the authority to sign any other documents relating to the purchase and sale of this Property and bind the bidder to the terms thereof. The foregoing representations and all material terms and conditions of this solicitation of bids shall survive award of the bid to the undersigned bidder and execution of the Purchase and Sale Contract.

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT IF HE/SHE/IT ENTERS THE PROPERTY, THE UNDERSIGNED ON BEHALF OF HIMSELF/HERSELF, THE ENTITY FOR WHICH THE UNDERSIGNED REPRESENTS, THE EMPLOYEES OF SAID ENTITY, AND ANY CONTRACTORS OR AGENTS ENTERING THE PROPERTY PERMITTED UNDER THE AUTHORITY OF THE UNDERSIGNED WAIVES ANY AND ALL LIABILITY AND CLAIMS AGAINST TEXAS CITY INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS REGARDLESS OF WHETHER ANY HARM OCCURS THROUGH FAULT OF THE PARTY SO ENTERING THE PROPERTY OR THROUGH FAULT OR NEGLECT OF THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT.

*Bid application for a parcel of unimproved land containing approximately 1.2685 acres of land*

NAME OF BIDDER:

By: Date:

 (Signature)

Printed Name: Title:

THE STATE OF TEXAS §

 §

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

 This instrument was acknowledged before me on , 2020 by, , , on behalf of said entity.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for

The State of TEXAS

Name:

 My Commission Expires:

*Bid application for a parcel of unimproved land containing approximately 1.2685 acres of land*

**BID CHECKLIST**

**Due Date: October 2, 2020 at 2:00 PM**

Bidders shall submit one (1) original of the complete bid package inclusive of at least the following:

 Cover Letter

 Bid Response Form with all blanks completed

 Signed Purchase and Sale Contract with required information completed

 Earnest Money Check in the amount required (see Invitation for Bid Package)

 Felony Conviction Notice (Attachment No. 3)

 Conflict of Interest Questionnaire (CIQ) (Attachment No. 4)

 Non-Collusion Affidavit Form (Attachment No. 5)

All bids shall be submitted by U.S. Mail, courier/express service, or hand delivery to the following address:

Texas City Independent School District

Simpson Education Support Center

Attn: Margaret Lee, Assistant Superintendent of Business and Operations

1700 Ninth Avenue N.

Texas City, Texas 77590

ATTACHMENT NO. 2

**PURCHASE AND SALE CONTRACT**

THIS PURCHASE AND SALE CONTRACT (the “Contract”) is made and entered into by and between **TEXAS CITY INDEPENDENT SCHOOL DISTRICT**, a public school district established under Chapter 11 of the Texas Education Code and a political subdivision, (“Seller”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [individual or type of entity] (“Buyer”), effective as of the Effective Date, which shall be the date that the authorized administrator of the Seller signs this Contract after the Seller’s Board of Trustees accepts the offer from the Buyer.

**ARTICLE I.**

**Agreement of Purchase and Sale**

* 1. Upon the terms and conditions contained in this Contract, including payment of the Purchase Price to Seller by the Buyer, Seller agrees to convey to Buyer by Deed, as defined in Section 5.2.A.1, and Buyer agrees to purchase a parcel of unimproved land containing approximately 1.2685 acres of land described by metes and bounds on the attached Exhibit A (“Property”).
	2. As a material part of the consideration by Buyer and without which Seller would not agree to sell, Buyer agrees to take the Property “as is” as follows:

EXCEPT FOR THE LIMITED WARRANTY OF TITLE CONTAINED HEREIN AND IN THE DEED, THE PROPERTY WILL BE CONVEYED “AS IS”, “WHERE-IS” AND WITH ALL FAULTS AND SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE AVAILABILITY OF UTILITIES; ACCESS TO PUBLIC ROADS; ITS PHYSICAL, ENVIRONMENTAL, SUB-SURFACE WATER, AND SOIL CONDITION; THE QUALITY OR CONDITION OF THE PROPERTY; THE NATURE AND EXTENT OF ANY SERVITUDES, RIGHTS OF WAY, LEASES, POSSESSION, LIENS, ENCUMBRANCES, LICENSES, RESERVATIONS, CONDITIONS, OR OTHERWISE. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MATERIALS, WORKMANSHIP OR APPLIANCES HAS BEEN MADE OR IS EXPRESSED OR IMPLIED BY THIS CONTRACT. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF HABITABILITY, GOOD AND WORKMANLIKE CONSTRUCTION, SUITABILITY, OR DESIGN. BUYER HAS CONDUCTED ITS OWN INDEPENDENT INSPECTION OF THE PROPERTY AND HAS ELECTED NOT TO RELY ON ANY REPRESENTATIONS, WARRANTIES, OR STATEMENTS THAT MAY HAVE BEEN MADE BY SELLER BUT, RATHER, AS A SIGNIFICANT PORTION OF THE CONSIDERATION GIVEN TO SELLER FOR THIS CONVEYANCE, HAS AGREED TO BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR EVALUATING THE CONDITION OF THE PROPERTY. BUYER HEREBY RELEASES THE SELLER FROM ANY LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY. THIS PROVISION OF THE CONTRACT SURVIVES CLOSING AND DOES NOT MERGE WITH THE INSTRUMENTS OF CONVEYANCE.

**ARTICLE II.**

**Purchase Price**

* 1. **Purchase Price:**

**A. Offer to Purchase**. The Purchase Price to be paid by Buyer to Seller for the Property is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_($ ) (“Purchase Price”), to be paid in cash at Closing, as defined in Section 5.1, for a sale of the Property in accordance with this Contract.

* 1. **Earnest Money**. Buyer shall, contemporaneously with the delivery by Buyer to Seller of an original of this Contract executed by Buyer, deliver to Seller a cashier’s check made payable to the Seller to hold as a deposit in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_($\_\_\_\_\_\_\_\_\_) (“Earnest Money”), as potential earnest money for the Contract for purchase and sale. Should this Contract be accepted by Seller, Seller shall hold the Earnest Money check to be applied as partial payment of the Purchase Price due at the Closing.
	2. **Independent Consideration**. As independent consideration, the Buyer has paid the Seller the amount of One Thousand and No/100 Dollars ($1,000.00) (“Independent Consideration”), which amount has been bargained for and agreed to as consideration for Seller’s execution and delivery of this Agreement and Buyer’s right to terminate during the Inspection Period **and subject to the terms of the Contract, receive a refund of his/her/its earnest money deposit**. The Independent Consideration may be applied to the Purchase Price but otherwise is nonrefundable in all events.

**ARTICLE III.**

**Title and Survey**

* 1. **Title Commitment; Title Policy; Title Review.** Buyer has been or will be provided a copy of a title commitment for the Property issued by South Land Title Company (“Title Company”) (“Title Commitment”) and will have the opportunity to obtain copies of any title documents shown as exceptions to the title on the Title Commitment and will have the opportunity to list any objections to title as part of its bid submission. On or before the date that is ten (10) days from the Effective Date (“Title Objection Period”), Buyer may provide written notice to the Seller of any objections to title that Buyer may have. Although Seller may elect to cure any such objections to title that Buyer may make have execution of the Contract, except for any monetary liens created by the Seller (“Monetary Liens”) or any Title Company Closing requirements for Seller set forth on Schedule C of the Title Commitment, Seller shall have no obligations to take any action to clear title. Seller shall have no obligation with respect to title objections or any matter on Schedule C of a commitment other than the Title Commitment. Upon Closing, the Buyer, at its sole cost and expense, may elect to purchase a title policy under the Title Commitment (“Title Policy”) and all closing costs, if any, shall be paid by Buyer.
	2. **Survey**. If Buyer chooses to obtain a survey of the Property (“Survey”), the Survey will be obtained at Buyer’s sole cost and expense. The Survey must be acceptable to Seller and must be certified to Buyer, Seller, and Title Company with a copy of the Survey and any updates to the Survey provided to Seller and Title Company.

**ARTICLE IV.**

**Inspection of the Property**

* 1. **Inspection of the Property**. Before submitting a bid, Buyer was provided the opportunity to enter the Property to conduct non-invasive investigations. From the Effective Date through the date that is sixty (60) days from the Effective Date (“Inspection Period”), During the Inspection Period, Buyer and its contractors may enter the Property for the purpose of conducting any additional non-invasive environmental, engineering, assessments, studies, or investigations and performing work to obtain a boundary survey of the Property (collectively “Investigations”), provided that the Buyer complies with all requirements, covenants, and conditions set forth in Section 4.2.
	2. **Standards and Requirements for Inspection**. Buyer or its contractors’ entry onto the Property shall be solely for the purpose of conducting the Investigations permitted under this Contract. Prior to the entry upon the Property for the purpose of performing Buyer’s Investigations, Buyer shall give Seller at least twenty-four (24) hours’ notice and obtains approval from Seller to enter onto the Property. Seller shall have the right to accompany Buyer or its contractors on any entry to the Property. Buyer shall perform no invasive testing of the Property without first obtaining the prior written consent of Seller. All Investigations shall be at Buyer’s sole cost, risk and expense; shall be conducted in a good and workmanlike manner; and shall be in conformity with all applicable governmental and industry standards. Before any entry, Buyer shall, and shall cause any contractor performing Investigations on the Property on behalf of Buyer to, (a) carry commercial general liability insurance (including property damage, bodily injury and death) issued by an insurance company having a rating of at least “A-VII” by A.M. Best Company, with limits of at least $1,000,000 per occurrence for bodily or personal injury or death and $2,000,000 aggregate (or such other amounts approved by the Seller) to cover Buyer and its contractors’ entry upon the Property, performance of the Investigations, restoration of the Property, and indemnification of the Seller as set forth in Section 4.3; (b) name the Seller as an additional insured/ loss payee; and (c) provide a Certificate of Insurance (“Certificate”) and a copy of any endorsements to the Seller evidencing compliance with the requirements of this Section 4.2. The Certificate shall not contain any statement that it is for information purposes only or that the Certificate holders may not rely on it or that it does not alter the terms of the policy. No Certificate shall exclude from coverage the negligence or sole negligence of the Certificate holder or restrict coverage only to the negligence or sole negligence of the insured. No contractor shall be permitted to conduct any Investigations on the Property until such contractor has complied with the foregoing requirements. At Seller’s request, Buyer shall promptly provide Seller (at no cost to Seller) with a copy of the results of any tests, inspections, or other Investigations made by Buyer. After completion of any of the Investigations, except in the event that Buyer proceeds to Closing, Buyer shall restore the Property to substantially the same condition as before such inspection.
	3. **INDEMNIFICATION.**

**A. INDEMNIFICATION BY BUYER**. BUYER SHALL AND HEREBY DOES RELEASE AND INDEMNIFY TEXAS CITY INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS (COLLECTIVELY “INDEMNFIED PARTIES”) FOR ANY AND ALL LIABILITY, CLAIMS, AND LOSSES OF THE INDEMNIFIED PARTIES AND ANY THIRD PARTIES THAT ARISE OUT OF, RESULT FROM, OR RELATE TO BUYER’S ENTRY UPON THE PROPERTY, PERFORMANCE OF THE INVESTIGATIONS OR RESTORATION OF THE PROPERTY UNDER THIS CONTRACT, EVEN IF THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS ARE ALLEGED TO BE NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE, OR STATUTORILY LIABLE.

**B. INDEMNIFICATION BY CONTRACTORS.** ADDITIONALLY, THE BUYER SHALL INCLUDE IN ALL CONTRACTS WITH ITS CONTRACTORS WHO ENTER THE PROPERTY THE FOLLOWING LANGUAGE: “CONTRACTOR SHALL AND HEREBY DOES RELEASE AND INDEMNIFY TEXAS CITY INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS (COLLECTIVELY “INDEMNFIED PARTIES”) FOR ANY AND ALL LIABILITY, CLAIMS, AND LOSSES OF THE INDEMNIFIED PARTIES AND ANY THIRD PARTIES THAT ARISE OUT OF, RESULT FROM, OR RELATE TO BUYER’S CONTRACTORS’ ENTRY UPON THE PROPERTY, PERFORMANCE OF THE INVESTIGATIONS OR RESTORATION OF THE PROPERTY UNDER THIS CONTRACT, EVEN IF THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS ARE ALLEGED TO BE NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE, OR STATUTORILY LIABLE.”

The indemnifications in Section 4.3A and B must be enforceable under applicable Texas law. Buyer’s and its contractors’ release and indemnification of the Seller shall each survive Closing and the termination of this Contract.

**ARTICLE V.**

**Closing**

* 1. **Date and Place of Closing**. The term “Closing,” as used in this Contract, shall mean the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract. The closing date will be fifteen (15) days after the expiration of the Inspection Period (“Closing Date”), or at such earlier time as may be mutually agreed upon by Seller and Buyer.
	2. **Items to be Delivered at Closing**.
1. At Closing, Seller shall deliver to Buyer the following items:
	1. The deed in the form attached hereto as Exhibit B (“Deed”), to be executed by the Seller at Closing conveying title to the Buyer subject to the (a) applicable zoning, subdivision, building and other land use laws and regulations; (b) all matters of record in the official public records of Galveston County, Texas, including the protective covenants affecting the Property; (c) any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements (unless Buyer elects to purchase the boundary deletion endorsement to the Title Policy, in which case, the exception will be amended to “Shortages in area”); (d) all matters, whether or not of record, that arise out of the actions of Buyer or its agents, representatives or contractors with respect to the Property, this Contract, or Buyer’s purchase of the Property; (e) liens created or assumed as security for the sale consideration; (f) any covenants, conditions, reservations, exceptions, and easements; (g) all oil, gas and mineral conveyances and leases, if any; (h) all ad valorem taxes, all taxes and subsequent assessments for prior years due to a change in land usage or ownership, and the lien of real estate taxes and assessments not yet due and payable; and (i) all other matters affecting title to the Property as to which Buyer has actual knowledge, except for those matters to which Buyer has asserted a written objection and Seller has elected to cure (clauses (a) through (i) being referred to as “Permitted Exceptions”); and
	2. Any documents required by the Title Company to close the transaction.
2. At the Closing, Buyer shall deliver the Purchase Price to Seller and any documents required for Closing by the Title Company.
	1. **Taxes**. Buyer shall be solely responsible for all ad valorem taxes and assessments attributable to the Property for the period of time following Closing and for any taxes assessed for prior years due to a change in land usage or ownership after Closing. Seller, as a governmental entity, shall not be liable for any subsequent taxes or assessments for periods preceding Closing due to change in land usage or ownership after Closing.
	2. **Possession**. Possession of the Property shall be delivered to Buyer at Closing and funding of the Purchase Price.
	3. **Costs of Closing**. Seller agrees to pay one-half of the escrow fee charged by the Title Company in an amount that does not exceed $250.00, the costs for recording of any releases or other documents required to release any Monetary Liens, and the Brokerage Commissions, as set forth in Section 7.1. Buyer agrees to pay all other costs of Closing including the recording of the Deed.

**ARTICLE VI.**

**Defaults and Remedies**

* 1. **Seller’s Defaults**.
1. Seller shall be deemed to be in default if Seller shall fail to meet, comply with, or perform any covenant, agreement, or obligation on Seller’s part required in this Contract, providing all conditions precedent to Seller’s performance have been fully satisfied.
2. In the event Seller shall be deemed to be in default, Buyer shall transmit written notice specifying the alleged default to Seller, and Seller shall have ten (10) days from date of receipt of such notice to cure such default. Should Seller fail to timely cure such default, Buyer may, as its sole and exclusive remedy, terminate this Contract and shall be excused from further performance of its purchase obligation hereunder, and upon written notice by Buyer to Seller and the Title Company, the Earnest Money, and any interest thereon, less the Independent Consideration (“Liquidated Damages”) will be returned to Buyer.
3. Under no circumstances shall Seller be liable to Buyer for specific performance or for any direct, consequential, or other type of damages, except as for the Liquidated Damages set forth in Section 6.1B, whether the same are contemplated hereby or not or shall Seller be liable for specific performance.
	1. **Buyer’s Defaults**.
		1. Buyer shall be deemed to be in default if Buyer shall fail to close on this transaction and/or fail to deliver, at the Closing, the items required to be delivered by Buyer to Seller for any reason other than a default by Seller.
		2. In the event Buyer shall be deemed to be in default, Seller may pursue specific performance, any other remedy at law or in equity, and/or, in its sole discretion, may terminate this Contract whereupon Seller shall be entitled to the Earnest Money, and any interest thereon, which shall be considered liquidated damages and the Title Company shall deliver to Seller on receipt of written notice from Seller that Buyer has defaulted. The notice need not be accompanied by any other document or consent of any other party, it being agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default.

**ARTICLE VII.**

**Brokerage Commission**

7.1 **Brokerage and Commission**. Seller represents that Seller has not entered into any agreement with a real estate broker. Buyer represents to Seller, that except for its agreement with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a licensed real estate broker in the State of Texas, (“Buyer’s Broker”), if any, Buyer has not entered into any other agreement for real estate brokerage services. Buyer is solely responsible for any commissions or other payments owed to any broker of Buyer, if any. Buyer hereby indemnifies and holds Seller harmless from any obligations for real estate sales commissions negotiated by or resulting from or incident to any contacts made by Buyer and relating to the sale and purchase of the Property contemplated hereby. This section specifically survives Closing.

**ARTICLE VIII.**

**Miscellaneous**

* 1. **Governing Law**. This Contract is executed, delivered, and intended to be performed in Galveston County, Texas, and in accordance with the laws of the State of Texas, without regard to its conflict or choice of law provisions, shall govern the validity, construction, enforcement, and interpretation of this Contract and the transactions contemplated herein. Proper venue for any action arising under or relating to the Contract shall be in the State or district courts where the Property is located.
	2. **Entirety and Amendments**. This Contract and the Invitation for Bid issued by the Seller, to the extent not inconsistent with this Contract, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements and understandings, if any, relating to the Property and any subject matter contemplated herein. This Contract may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. No employee or agent of Seller has any authority whatsoever to make any reference, representation, or agreement not contained in this Contract and only the references, representations, and/or agreements contained in this Contract shall be binding upon Seller or in any way affect the validity of any part of this Contract. Buyer acknowledges that no representations have been made by Seller or any of Seller’s agents or employees other than as expressly set forth in this Contract.
	3. **Invalid Provisions**. If any provision of this Contract, except the provisions relating to Seller’s obligation to convey the Property and Buyer’s obligation to pay the Purchase Price, the invalidity of either of which shall cause this Contract to be null and void, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract.
	4. **Multiple Counterparts; Electronic Signatures and Transmission**. This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one (1) Contract, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one (1) such counterpart. The Contract and other documents required under this Contract may be signed by either party with an electronic signature and the parties agree to receive the executed Contract and other documents, via electronic mail.
	5. **Binding Effect; Assignment**. This Contract shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors, and permitted assigns. Buyer may not assign this Contract or Buyer’s rights hereunder without Seller’s express written approval. Execution hereof by Buyer alone shall constitute only an offer to purchase. Upon execution of this Contract by an authorized officer of Seller, after the execution by Buyer and delivery of a fully executed copy hereof to Buyer, this document shall become a binding Contract, subject to the provisions of this Contract.
	6. **Time is of the Essence**. The obligations and undertakings of the parties hereto shall be performed within the time specified, and failure to perform within such time shall constitute an event of default on the part of the party that fails to so perform.
	7. **No Merger**. The covenants, agreements, provisions, warranties, and representations contained in this Contract, specifically including Article I, Section 4.1, Section 5.3, and Section 7.1, shall not merge with the closing documents, but shall survive such closing.
	8. This Contract is executed by Buyer on , and shall constitute an offer that may be accepted only by execution by Seller and delivery of a fully executed original thereof to the Title Company with a copy to Buyer. This offer shall expire at 5:00 p.m. ninety (90) calendar days thereafter if this Contract is not executed by Seller, a copy returned to Buyer and the original delivered to the Title Company. Buyer acknowledges that Seller has no obligation to accept this offer, nor any other offer to purchase the Property. If Seller should accept this offer, Buyer acknowledges that Seller may negotiate with and accept back up contracts from third parties at any time.

THIS CONTRACT RAISES LEGAL ISSUES THAT BUYER MAY CHOOSE TO HAVE REVIEWED BY AN ATTORNEY.

**SELLER:**

**TEXAS CITY INDEPENDENT SCHOOL DISTRICT**

By:

 Nakisha Paul, Board President

 **BUYER:**

By:

Name:

 Title:

 Date:

**EXHIBIT A**

**Legal Description of Property**

**DESCRIPTION OF**

**1.2685 ACRES OR 55,258 SQ. FT.**

A TRACT OR PARCEL CONTAINING 1.2685 ACRES OR 55,258 SQUARE FEET OF LAND, BEING LOTS 8, 9, 10, 11, 12, 13, 14, AND 15, POLLITT’S FOURTH ADDITION TO LA MARQUE, MAP OR PLAT THEREOF RECORDED UNDER VOL. 13, PG. 1, OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.

**EXHIBIT B TO**

**PURCHASE AND SALE CONTRACT**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

|  |  |  |
| --- | --- | --- |
| **THE STATE OF TEXAS** | **§** |  |
|  | **§** | **KNOW ALL PERSONS BY THESE PRESENTS:** |
| **COUNTY OF GALVESTON** | **§** |  |

That, **TEXAS CITY INDEPENDENT SCHOOL DISTRICT** (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, acting herein pursuant to the resolution of the Board of Trustees of Grantor passed as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto (“Grantee”), and Grantee’s successors and assigns, the surface estate of a parcel of unimproved land containing approximately 1.2685 acres of land described by metes and bounds on the attached Exhibit A (“Land”) and, without warranty, Grantor grants any rights of Grantor to any Improvements located on the Land (“Improvements”) and any easements, tenements, hereditaments, privileges andappurtenances appertaining to the Land (“Appurtenances”) (collectively, the Land, Improvements, and Appurtenances are referred to herein as “Property”).

Reservations and Exceptions

Grantor conveys the Improvements and Appurtenances to Grantee without warranty (collectively “Warranty Exception”).

This conveyance is made by Grantor subject to, and Grantee accepts the Property subject to and assumes any obligations under (a) applicable zoning, subdivision, building and other land use laws and regulations; (b) all matters of record in the official public records of Galveston County, Texas, including the protective covenants affecting the Property; (c) any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements; (d) all matters, whether or not of record, that arise out of the actions of Grantee or its agents, representatives or contractors; (e) liens created or assumed as security for the sale consideration of the Property; (f) any Appurtenances; (g) all oil, gas and mineral conveyances and leases; (h) all ad valorem taxes, all taxes and subsequent assessments for prior years due to a change in land usage or ownership, and the lien of real estate taxes and assessments not yet due and payable; and (i) all other matters affecting title to the Property that are valid and currently existing (clauses (a) through (i) being referred to as “Permitted Exceptions”).

EXCEPT FOR THE LIMITED WARRANTY OF TITLE HEREIN, IT IS UNDERSTOOD AND AGREED THAT GRANTOR HAS NOT MADE AND IS NOT NOW MAKING, AND GRANTOR SPECIFICALLY AND EXPRESSLY DISCLAIMS AND GRANTEE VOLUNTARILY AND WITH KNOWLEDGE WAIVES, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, (I) MATTERS OF TITLE (OTHER THAN GRANTOR’S LIMITED WARRANTY OF TITLE SET FORTH IN THIS DEED); (II) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES; (IV) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) DRAINAGE; (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (VII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT; (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (IX) USAGES OF ADJOINING PROPERTY; (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, INCOME POTENTIAL, FINANCIAL PROSPECTS, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (XII) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY; (XIII) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XIV) THE INTEGRITY AND QUALITY OF IMPROVEMENTS, IF ANY, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND WHETHER SUCH IMPROVEMENTS COMPLY WITH APPLICABLE LAW; (XV) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; (XVI) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XVII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVIII) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XIX) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO GRANTEE, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION CONTAINED IN THE INVITATION FOR BID ISSUED BY THE GRANTOR; (XX) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (GRANTEE AFFIRMING THAT GRANTEE HAS NOT RELIED ON GRANTOR’S INFORMATION, SKILL, OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT GRANTOR MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); (XXI) THE MINERAL RIGHTS, WHETHER THERE ARE ANY LEASES AFFECTING THE PROPERTY, AND THE STATUS OF SURFACE RIGHTS OF THE PROPERTY BY ANY MINERAL OWNER; AND/OR (XXII) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS) AND WHETHER THE PROPERTY HAS BEEN GRANTED A SPECIAL ASSESSMENT OR IS SUBJECT TO ANY MANAGEMENT DISTRICT OR OTHER SPECIAL DISTRICT FEES.

GRANTEE IS NOT RELYING UPON, HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY OF ITS AGENTS, INCLUDING, WITHOUT LIMITATION, GRANTOR’S AGENTS, AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE HAS BEEN MADE. GRANTEE REPRESENTS AND WARRANTS THAT IT IS A KNOWLEDGEABLE AND EXPERIENCED BUYER OF REAL ESTATE AND OF REAL ESTATE USED FOR THE PURPOSE FOR WHICH GRANTEE MAY ELECT TO PUT THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE’S CONSULTANTS IN MAKING DECISIONS WITH RESPECT TO AND IN PURCHASING THE PROPERTY. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS AND ADVERSE INCOME POTENTIAL, MAY NOT HAVE BEEN REVEALED BY GRANTEE’S INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM GRANTEE MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED TO GRANTEE AND GRANTEE HEREBY ACCEPTS THE PROPERTY “AS IS, WHERE IS”, WITH ALL FAULTS.

GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. GRANTEE ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE DISCLAIMERS OF GRANTOR AND THE “AS IS” NATURE OF THIS CONVEYANCE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. GRANTEE HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS DEED AND THE CONTRACT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND “AS IS” PROVISIONS ARE AN INTEGRAL PART OF THIS TRANSACTION AND THAT BY EXECUTION OF THIS DEED ACKNOWLEDGES AND ACCEPTS THE PROPERTY IN ITS “AS IS” CONDITION WITH WARRANTY FROM THE GRANTOR**.**

Taxes for the calendar year 2020 which Grantee assumes and agrees to pay have been prorated between Grantor and Grantee as of the date of this Special Warranty Deed.

TO HAVE AND TO HOLD subject to the Reservations and Exceptions contained herein, including the Warranty Exception, the Permitted Exceptions, and the disclaimer as to warranties, representations, and guaranties, Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend title to the Land unto Grantee, Grantee’s successors and assigns against every person whomsoever lawfully claiming by, through, or under Grantor, but not otherwise.

EXECUTED this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

**GRANTOR:**

**TEXAS CITY INDEPENDENT SCHOOL DISTRICT**

By:

 Nakisha Paul

 President, Board of Trustees

THE STATE OF TEXAS §

 §

COUNTY OF GALVESTON §

 This instrument was acknowledged before me on , 2020 by , President of Texas City Independent School District Board of Trustees, on behalf of said entity.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for

The State of Texas

Name:

My Commission Expires:

[*Counterpart Signature page for Special Warranty Deed from Texas City Independent School District to Grantee for the conveyance of approximately 1.2685 acres as described on Exhibit A*]

**GRANTEE:**

By:

Name:

Title:

THE STATE OF TEXAS §

 §

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §

 This instrument was acknowledged before me on , 2020 by, , , on behalf of said entity.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for

The State of Texas

Name:

My Commission Expires:

GRANTEE’S ADDRESS:

PLEASE RETURN DEED TO GRANTEE AFTER RECORDING

**EXHIBIT A TO DEED**

**DESCRIPTION OF**

**1.2685 ACRES OR 55,258 SQ. FT.**

A TRACT OR PARCEL CONTAINING 1.2685 ACRES OR 55,258 SQUARE FEET OF LAND, BEING LOTS 8, 9, 10, 11, 12, 13, 14, AND 15, POLLITT’S FOURTH ADDITION TO LA MARQUE, MAP OR PLAT THEREOF RECORDED UNDER VOL. 13, PG. 1, OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.