



COVER SHEET

**INVITATION FOR BID FOR
SALE OF APPROXIMATELY 7.3934 ACRES OF LAND, BID NO. TCISD-2021-1**

**INVITATION FOR BID
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TEXAS CITY INDEPENDENT SCHOOL DISTRICT
REAL PROPERTY BID PACKAGE

Sale of approximately 7.3934 acres of land
Invitation for Bid Summary

Bid Response Due Date: Thursday August 19, 2021 on or before 2:00 p.m. (Central Time)

Bid Title: Sale of approximately 7.3934 acres of partially improved land
Bid No. TCISD-2021-1

SUBMIT INQUIRIES TO:

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
mrlee@tcisd.org

SUBMIT BID RESPONSE PACKAGE BY U.S. MAIL, COURIER/EXPRESS SERVICE OR HAND DELIVERY TO:

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

CONTACT INFORMATION: All requests for information regarding this Invitation for Bid (“IFB”) or the Property must be in writing and directed to Margaret Lee, Assistant Superintendent of Business and Operations, at the contact information above.

Property Overview: The Texas City Independent School District (the “District”) is interested in soliciting bids for a parcel of unimproved land containing approximately 7.3934 acres of land described on the attached Exhibit A (“Property”). The conveyance of the Property will be subject to any matter filed of record in the real property and other official public records of Galveston County, Texas and any matters noted as “Permitted Exceptions” in the deed of conveyance.

RESTRICTIONS

The Property may be subject to certain restrictions as set forth in the vesting deed and/or title report, both of which will be available upon request.

TITLE COMMITMENT; SURVEY; TITLE POLICY

The District has obtained or will obtain a title commitment on the Property issued by South Land Title (“Title Company”) (“Title Commitment”).¹ The District will provide a copy of the Title Commitment upon request once it is available. The District also has a copy of a survey that was performed by Ellis Surveying Services, dated September 2, 2020 (“Survey”) and will make a copy of that document available upon request. Requests for the Title Commitment or Survey should be made to the Assistant Superintendent of Business and Operations, Margaret Lee (see contact information above). If a bidder is awarded a contract, the bidder, at its sole cost and expense, may obtain an update to the Survey or obtain a new Survey and may purchase a title policy under the Title Commitment for the Property.

PROPERTY INSPECTION:

Prospective bidders may make a physical inspection of the Property prior to bidding. To obtain entry to the Property and schedule a time for a visit, contact the Assistant Superintendent of Business and Operations, Margaret Lee (see contact information above).

The selected bidder (“Buyer”) who is awarded the purchase and sale contract in substantially the same form as attached to this IFB as Attachment 2 (“Contract”) will be provided with a sixty (60) day due diligence period, commencing on the date the Contract is countersigned by the District and escrowed with the Title Company (“Inspection Period”), during which time the Buyer may conduct its inspection and due diligence on the Property at the Buyer’s sole cost and expense. If the Buyer discovers an environmental or title problem or otherwise discovers an encumbrance or condition of the Property that renders the Property unusable for the Buyer’s purpose, the Buyer may terminate the Contract during this Inspection Period and, except for the independent consideration fee of one thousand dollars (\$1,000.00), which fee is for the right of termination of the Contract as further described in the Contract (“Independent Consideration”), and subject to the terms of the Contract, receive a refund of his/her/its earnest money deposit.

RIGHT TO WITHDRAW IFB; RIGHT TO REJECT BIDS; BEST AND FINAL OFFER

The District reserves the right to withdraw this solicitation at any time for any reason and to withdraw the Property from designation as surplus and/or from sale at any time; and to issue such clarifications, modifications, and/or amendments as deemed appropriate.

THE DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS AND OFFERS.

After receiving bids on the purchase of the Property, the District reserves the right to seek the best and final offer from those who timely submitted bids or offers to purchase the Property or a request for clarifications following the evaluation of initial offers. The District reserves the right to amend any terms of the Contract.

This IFB does not obligate the District to award a contract or pay any costs incurred by the responding person or bidder in the preparation and submittal of a bid.

¹ A title commitment may not be issued until after a contract is entered with a buyer of the Property.

AS-IS SALE; DISCLAIMER OF WARRANTIES

THE PROPERTY WILL BE SOLD IN AS-IS, WHERE-IS CONDITION AND WITH ALL FAULTS AND THE DISTRICT MAKES NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY. The information contained herein or otherwise provided to a prospective bidder is based upon data supplied by sources deemed reliable, is subject to errors and omissions, and is not in any way, warranted by the District or any employee or agent of the District.

CONTRACT APPROVAL

This IFB is not an offer to contract but a request for bids, which bids constitute an offer by the bidder to contract. Any acceptance of a bid or offer and the terms of the Contract, if any, must be approved by the District's Board of Trustees. Subsequent to Board approval, the only person authorized to commit the District contractually is the Board-authorized representative or designee.

BID OPENING TIME/LOCATION

The sealed bid package with the required items in original form must be **received** on or before 2:00 p.m. (Central Time) on Thursday August 19, 2021 ("Bid Deadline"), to Texas City Independent School District, Simpson Education Support Center, 1700 Ninth Avenue N., Texas City, Texas 77590.

WAIVER

BY SUBMITTING A BID OR OFFER, BIDDER AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, INVITATION TO BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID OR OFFER; (4) WAIVER BY THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT OF ANY TECHNICALITIES IN THE BID PACKAGE OR ANY BID OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED BIDS OR OFFERS; AND/OR (6) THE AWARD OF A CONTRACT, IF ANY.

AMENDMENTS TO THE IFB; QUESTIONS REGARDING THE IFB

If and when any part of this IFB must be revised, amended, corrected, extended, withdrawn, or changed in a manner that impacts the process or the outcome, the Texas City Independent School District Business Office will issue an amendment addressing the nature of the change. These changes will be numbered.

It is the sole responsibility of the bidder to routinely check any District communication regarding the IFB and verify issuance of amendments and/or responses to questions or interpretations of the IFB and to ensure receipt thereof. Bidder shall acknowledge receipt of any amendment in the bidder's submission. Communications will be sent by the District to all bidders who have requested bid packets from the District using the contact information listed above.

In the event that a bidder has a question regarding this solicitation or process following the initial release, but before the receipt deadline, the bidder **MUST** submit the question in writing to the Assistant Superintendent of Business and Operations, Margaret Lee, at the email address listed above, before the Thursday August 12, 2021 12:00 p.m. deadline.

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB documents must be requested, in writing, directed to the Assistant Superintendent of Business and Operations, Margaret Lee, using the contact information listed above by the deadline set forth below and **MUST** include the company name, name of questioner, and a fax number and/or email address to which responses should be sent. Any District response will be in writing and in the form of an amendment of the IFB or an information letter. The question and the District's response will be shared with all known bidders participating in this request. Verbal requests for information will not be honored.

THE DEADLINE FOR QUESTIONS ON THE IFB OR PROPERTY IS Thursday August 12, 2021 AT 12:00 P.M. (CENTRAL TIME).

BID INSTRUCTIONS

Respondents should exercise particular care in reviewing the requirements set forth in this solicitation. The following information is provided to explain the sale process and requirements to submit an eligible bid for the Property. Please read the following instructions carefully.

Bidders shall return one (1) completed original sealed bid package for the purchase of the Property, submitted on the required forms as enumerated below and delivered by U.S. Mail, courier/express service, or hand delivery to:

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

A bid shall be prepared on forms furnished by the District and shall be manually signed by an authorized official of the company or individual submitting the bid, which person shall have the authority to bind the person or company. Bids submitted via e-mail or facsimile (fax) will not be accepted by the District.

The **bid response package** consists of, and each bidder shall complete and submit with the bid, the applicable forms contained in this IFB as enumerated below:

1. Bid Response Form (See Attachment 1)
2. Purchase and Sale Contract ("Contract") (See Attachment 2) with the following sections completed by the offeror:
 - a. In the first paragraph, official legal name of the Buyer and type of entity and state or organization;
 - b. Section 2.1 – the Purchase Price;

- c. Section 2.2 – the amount of earnest money, which is to be five percent (5%) of the amount of the Purchase Price bid and inserted into Section 2.1 of the Contract;
- d. Section 7.1 – if Buyer is represented by a broker, insert the name of the Buyer’s broker in the blank; if not represented by a broker, state “none”;
- e. Section 8.8 – the date the Contract to be offered is signed by the bidder;
- 3. The earnest money check. The bidder must attach to the bid offer the earnest money in the amount set forth in item 2.c. above and the Independent Consideration in the amount of \$1,000.00, both in good funds and made payable to the Seller and be able to close on the date contained in the Contract (unless otherwise agreed by the District), and otherwise be able to perform under the Contract.
- 4. Felony Conviction Notice (See Attachment 3) completed and signed
- 5. Conflict of Interest Questionnaire (See Attachment 4) completed and signed
- 6. Non-Collusion Affidavit (See Attachment 5) completed and signed

Bid response packages received after the Bid Deadline or received at the District in a location other than the Business Office located in the Simpson Education Support Center (see address above) will not be considered for award and shall be returned unopened to the bidder. The time/date stamp clock and/or other indication of receipt time used by the District for submitted responses shall be the official time of receipt of the submittal. Bidders are responsible for making certain submittals are delivered to the appropriate office as stated in this IFB. The District will not be responsible for accepting a submittal that is delivered at any campus location or any department other than the Business Office located in the Simpson Education Support Center. If a bid package or response is misplaced due to an insufficient address, the District will bear no responsibility for the loss and will not accept the item after the Bid Deadline if it is found.

The bidder must have adequate financial resources to purchase the Property at closing (as defined in the Contract) if the bidder is awarded the Contract. The District will not consider financing the purchase of the Property and will accept only cash or other good funds at Closing.

Bidders may not withdraw a bid once submitted and all bids submitted by a prospective buyer must remain open and valid for no less than 90 days after the Bid Deadline.

PROHIBITED COMMUNICATIONS

- a. During the period between when the bid is made available to all prospective vendors/bidders and the selection of the bidder and subsequent contract, bidders nor their agents and/or representatives, shall directly discuss or promote their bid response with any member of the District’s Board of Trustees or District employees except in the course of District-sponsored inquiries, briefings, interviews, or presentation, unless requested by the District. This prohibition is intended to create a fair, competitive environment for all potential bidders, assure that decisions are made in public, and to protect the integrity of the bid process. Violation of this provision may result in rejection of the bidder’s bid. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:
 - Communications between a potential vendor, service provider, bidder, offeror, lobbyist, or consultant and any Trustee;

- Communications between a potential vendor, service provider, bidder, offeror, lobbyist, or consultant and any District employee other than expressly and specifically permitted in this bid;
 - Communications between any Trustee and any member of a selection or evaluation committee regarding this bid;
 - Communications between any Trustee and administrator or employee regarding this bid.
- b. The communications prohibition shall be imposed on the date that this bid is made available to all prospective vendors/bidders.
- c. The communications prohibition shall terminate when:
- The contract is awarded by the Board-authorized representative or designee; or
 - The award recommendations are considered by the Board at a noticed public meeting and the Board has voted to award the contract.
- d. In the event the Board refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. The communications prohibition shall not apply to the following:
- Duly noted pre-bid or pre-bid conferences.
 - Communications with the District administrator specifically named and authorized to conduct and receive such communications under this bid, Margaret Lee, Assistant Superintendent of Business and Operations and/or the District's legal counsel.
 - Emergency contracts.
 - Presentations made to the Board during any duly noticed public meeting.
 - Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

SELECTION PROCESS AND BID AWARD

To be eligible to be considered, a bid, submission, or response by a bidder must comply with the requirements of this IFB in all materials respects. Bids that do not conform to bid requirements may be disqualified from consideration.

All bids will be reviewed to determine conformity with the bid requirements. Conforming bids will be evaluated and the final bid selection will be subject to approval by the District's Board of Trustees. No final determination of the winning bid will be made until a thorough review of all bids is conducted and completed.

The District is an equal opportunity, educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age, disability, or any other illegal basis.

In the event that District elects to request a best and final offer, the District will notify the top bidders (up to a maximum of 5 bidders) in writing, request those bidders to submit their best and final offer, and provide a deadline for such offers. The highest and best bid for the Property that meets the requirements set by the District will be selected. The highest and best bid will be the offer resulting in the highest net

proceeds or economic value to the District. As long as the offered purchase price is at market value or higher, the District reserves the right to consider other factors in determining best offer including, but not limited to, the use to which the Buyer will put the Property and whether the use of the Property will result in the Property generating tax revenues to the District or adding economic value.

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS UNDER THE BEST AND FINAL OFFER.

The District will notify all bidders via electronic mail or U.S. Mail within a reasonable time frame as to the status of their bid.

GENERAL CONDITIONS

No changes will be accepted to the Contract unless such changes that may be requested by the bidder are included in the bidder's submission, received by the District on or before the Bid Deadline, agreed upon by the District, and ultimately reduced to writing and signed by both the District and the bidder. Notwithstanding the foregoing, after acceptance of the bid and execution of the Contract by the District, the parties may agree to any non-substantive changes to the Contract as long as such changes would not affect the material terms of the Contract or reflect any unfair advantage to one bidder over another. No oral statements or verbal acknowledgement of the award to a particular bidder shall create a contractual obligation on the part of the District. Any contract between the District and a successful bidder must be in writing and signed by both the District and the selected bidder.

THIS SOLICITATION CONSTITUTES A REQUEST FOR BIDS, WHICH MAY OR MAY NOT RESULT IN A SALE OR CONTRACT TO SELL AND DOES NOT SERVE AS AN OFFER TO SELL. THE SUBMISSION OF A BID CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY THAT THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT MAY OR MAY NOT ACCEPT AND THE BID MAY CREATE LEGAL OBLIGATIONS ON THE BIDDER. A BIDDER IS ADVISED TO HAVE AN ATTORNEY REVIEW THE CONTRACT TO ADVISE THE BIDDER AS TO THE EFFECTS THEREOF.

THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT FURTHER RESERVES THE RIGHT TO WITHDRAW THE PROPERTY FROM SALE AT ANY TIME. THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT FURTHER RESERVES THE RIGHT TO WAIVE ANY BID DEFECT AND/OR ANY IRREGULARITY OR IRREGULARITIES IN THE BIDDING PROCESS.

TEXAS PUBLIC INFORMATION ACT

Unless clearly marked as confidential or proprietary, the District considers all information, documentation, and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

The District is subject to the Texas Record Retention laws. All documents produced, compiled, and maintained as a part of the contractual relationship and performance must be maintained for the period required under the Texas Record Retention laws.

INTERESTED PARTIES

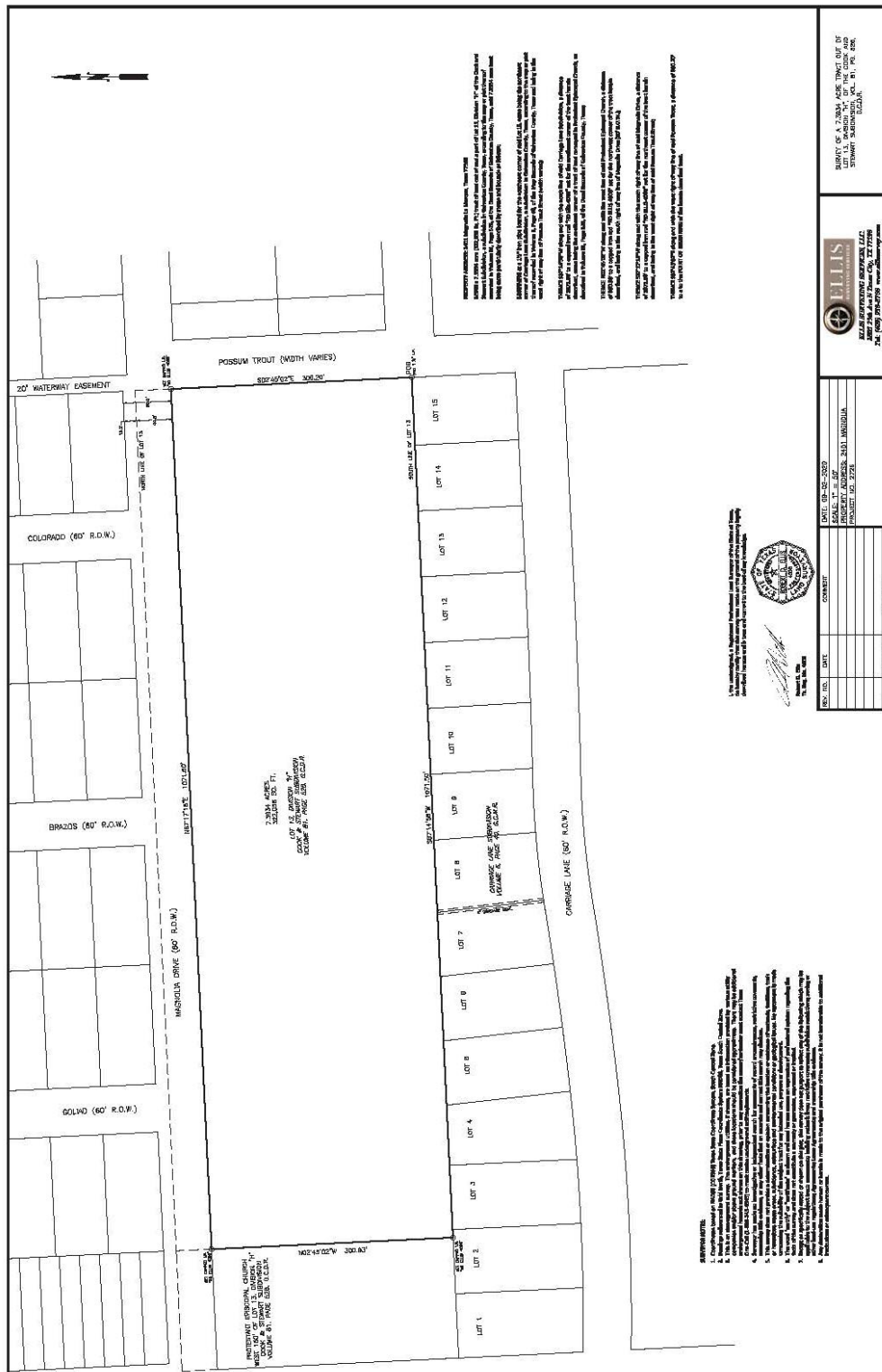
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. This new law stipulates the District may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. If you submit an offer as part of this solicitation that is accepted by the District's Board of Trustees, you will be required to complete Form 1295 on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

LIST OF EXHIBITS AND ATTACHMENTS

Exhibit A – Legal Description of Property
Attachment 1 – Bid Response Form
Attachment 2 – Form of Purchase and Sale Contract
Attachment 3 – Felony Conviction Notice
Attachment 4 – Conflict of Interest Questionnaire
Attachment 5 – Non-Collusion Affidavit
Title Commitment – Available upon Request

Property Description



**DESCRIPTION OF
7.3934 ACRES OR 322,056 SQ. FT.**

A TRACT CONTAINING 7.3934 ACRES OR 322,056 SQUARE FEET OF LAND, OUT OF AND A PART OF LOT 13, OF THE COOK AND STEWART SUBDIVISION, A SUBDIVISION OF GALVESTON COUNTY, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER VOL. 81, PG. 526, OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS.

BEGINNING at a 1 ¼" iron pipe found for the southeast corner of said Lot 13, same being the northeast corner of Carriage Lane Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 6, Page 40, of the Map Records of Galveston County, Texas and being in the west right of way line of Possum Trout Street (width varies);

THENCE S87°14'58"W along and with the north line of said Carriage Lane Subdivision, a distance of 1071.50' to a capped iron rod "RD Ellis 4006" set for the southwest corner of the tract herein described, same being the southeast corner of a tract of land conveyed to Protestant Episcopal Church, as described in Volume 81, Page 526, of the Deed Records of Galveston County, Texas;

THENCE N02°45'02"W along and with the west line of said Protestant Episcopal Church, a distance of 300.93' to a capped iron rod "RD ELLIS 4006" set for the northwest corner of the tract herein described, and being in the south right of way line of Magnolia Drive (60' R.O.W.);

THENCE S87°17'18"W along and with the south right of way line of said Magnolia Drive, a distance of 1071.50' to a capped iron rod "RD ELLIS 4006" set for the northeast corner of the tract herein described, and being in the west right of way line of said Possum Trout Street;

THENCE S02°45'02"E along and with the west right of way line of said Possum Trout, a distance of 300.20' to a to the POINT OF BEGINNING of the herein described tract.

ATTACHMENT NO. 1

BID RESPONSE FORM

Bid response for a parcel of unimproved land containing approximately 7.3934 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 7.3934 acres of land

2. Bid price for the Property: _____

3. Use to which the bidder intends to put the Property:

4. 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):

5. 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 NEGLIGENCE OF THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT.

Bid application for a parcel of unimproved land containing approximately 7.3934 acres of land

NAME OF BIDDER: _____

By: _____
(Signature)

Date: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2021 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 7.3934 acres of land

BID CHECKLIST

Due Date: Thursday August 19, 2021 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)
- _____ Form 1295 Certificate of Interested Parties

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

- 1.1 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 7.3934 acres of land described by metes and bounds on the attached Exhibit A (“Property”).
- 1.2 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**

2.1 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.

2.2 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.

2.3 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**

3.1 Title Commitment; Title Policy; Title Review. Buyer will be provided a copy of the title commitment for the Property issued by South Land Title Company ("Title Company") ("Title Commitment"), 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 pursuant to the terms herein. 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.

3.2 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

- 4.1 **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.
- 4.2 **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.
- 4.3 **INDEMNIFICATION.**
- A. INDEMNIFICATION BY BUYER.** BUYER SHALL AND HEREBY DOES RELEASE AND INDEMNIFY TEXAS CITY INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS (COLLECTIVELY “INDEMNIFIED 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 “INDEMNIFIED 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

5.1 **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.

5.2 **Items to be Delivered at Closing.**

A. 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.

B. At the Closing, Buyer shall deliver the Purchase Price to Seller and any documents required for Closing by the Title Company.

5.3 **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.

5.4 **Possession.** Possession of the Property shall be delivered to Buyer at Closing and funding of the Purchase Price.

5.5 **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

6.1 Seller’s Defaults.

A. 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.

B. 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.

C. 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.

6.2 Buyer's Defaults.

- A. 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.
- B. 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

- 8.1 **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.
- 8.2 **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.

- 8.3 **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.
- 8.4 **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.
- 8.5 **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.
- 8.6 **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.
- 8.7 **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.
- 8.8 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:

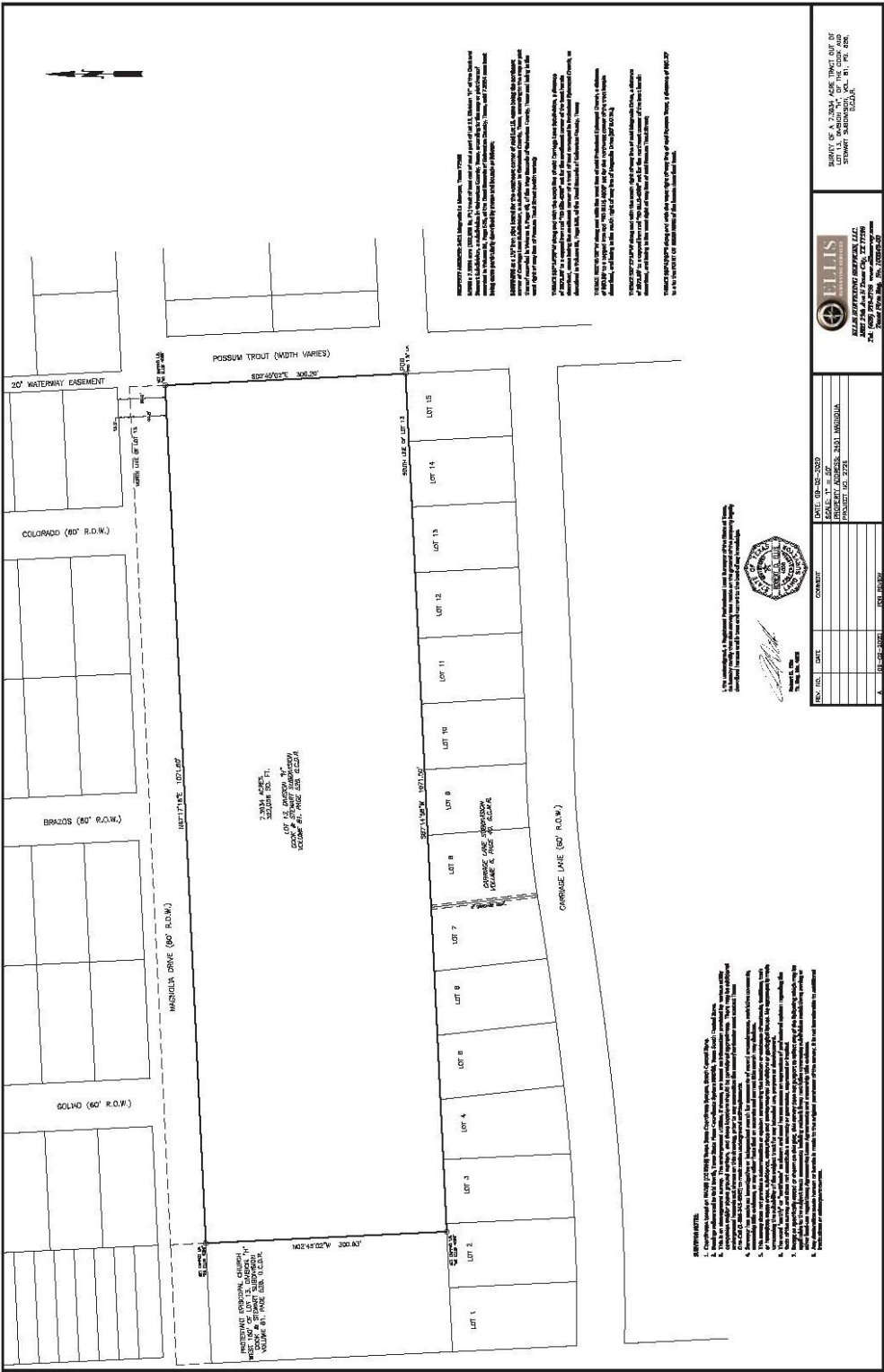
By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Legal Description of Property



**DESCRIPTION OF
7.3934 ACRES OR 322,056 SQ. FT.**

A TRACT CONTAINING 7.3934 ACRES OR 322,056 SQUARE FEET OF LAND, OUT OF AND A PART OF LOT 13, OF THE COOK AND STEWART SUBDIVISION, A SUBDIVISION OF GALVESTON COUNTY, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER VOL. 81, PG. 526, OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS.

BEGINNING at a 1 ¼" iron pipe found for the southeast corner of said Lot 13, same being the northeast corner of Carriage Lane Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 6, Page 40, of the Map Records of Galveston County, Texas and being in the west right of way line of Possum Trout Street (width varies);

THENCE S87°14'58"W along and with the north line of said Carriage Lane Subdivision, a distance of 1071.50' to a capped iron rod "RD Ellis 4006" set for the southwest corner of the tract herein described, same being the southeast corner of a tract of land conveyed to Protestant Episcopal Church, as described in Volume 81, Page 526, of the Deed Records of Galveston County, Texas;

THENCE N02°45'02"W along and with the west line of said Protestant Episcopal Church, a distance of 300.93' to a capped iron rod "RD ELLIS 4006" set for the northwest corner of the tract herein described, and being in the south right of way line of Magnolia Drive (60' R.O.W.);

THENCE S87°17'18"W along and with the south right of way line of said Magnolia Drive, a distance of 1071.50' to a capped iron rod "RD ELLIS 4006" set for the northeast corner of the tract herein described, and being in the west right of way line of said Possum Trout Street;

THENCE S02°45'02"E along and with the west right of way line of said Possum Trout, a distance of 300.20' to a to the POINT OF BEGINNING of the herein described tract.

**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	§	
	§	
COUNTY OF GALVESTON	§	KNOW ALL PERSONS BY THESE PRESENTS:

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 _____, 2021, 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 7.3934 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 and appurtenances 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 UNDERSHORE; (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 2021 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 _____, 2021.

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 _____, 2021 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 7.3934 acres as described on Exhibit A]

GRANTEE:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2021 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

[illegible]

**DESCRIPTION OF
7.3934 ACRES OR 322,056 SQ. FT.**

A TRACT CONTAINING 7.3934 ACRES OR 322,056 SQUARE FEET OF LAND, OUT OF AND A PART OF LOT 13, OF THE COOK AND STEWART SUBDIVISION, A SUBDIVISION OF GALVESTON COUNTY, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER VOL. 81, PG. 526, OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS.

BEGINNING at a 1 ¼" iron pipe found for the southeast corner of said Lot 13, same being the northeast corner of Carriage Lane Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 6, Page 40, of the Map Records of Galveston County, Texas and being in the west right of way line of Possum Trout Street (width varies);

THENCE S87°14'58"W along and with the north line of said Carriage Lane Subdivision, a distance of 1071.50' to a capped iron rod "RD Ellis 4006" set for the southwest corner of the tract herein described, same being the southeast corner of a tract of land conveyed to Protestant Episcopal Church, as described in Volume 81, Page 526, of the Deed Records of Galveston County, Texas;

THENCE N02°45'02"W along and with the west line of said Protestant Episcopal Church, a distance of 300.93' to a capped iron rod "RD ELLIS 4006" set for the northwest corner of the tract herein described, and being in the south right of way line of Magnolia Drive (60' R.O.W.);

THENCE S87°17'18"W along and with the south right of way line of said Magnolia Drive, a distance of 1071.50' to a capped iron rod "RD ELLIS 4006" set for the northeast corner of the tract herein described, and being in the west right of way line of said Possum Trout Street;

THENCE S02°45'02"E along and with the west right of way line of said Possum Trout, a distance of 300.20' to a to the POINT OF BEGINNING of the herein described tract.

ATTACHMENT NO. 3

**TEXAS CITY INDEPENDENT SCHOOL DISTRICT
FELONY CONVICTION NOTICE**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and that the following information furnished is true to the best of my knowledge. (Check appropriate statement.)

- ☐ My firm is a publicly held corporation. This reporting requirement is not applicable.
- ☐ My firm is neither owned nor operated by anyone who has been convicted of a felony.
- ☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name(s) of felon(s):

General Description of Conviction(s):

VENDOR: _____

AUTHORIZED
SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

ATTACHMENT NO. 4

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received
1	Name of person who has a business relationship with local governmental entity. 	
2	<div style="display: flex; align-items: center;"><input style="margin-right: 10px;" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</div> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin: 10px 0;">_____ Name of Officer</div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin: 10px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin: 10px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin: 10px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
4	<div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; text-align: center;">_____ Signature of person doing business with the governmental entity</div><div style="width: 45%; text-align: center;">_____ Date</div></div>	

Adopted 06/29/2007

ATTACHMENT NO. 5

NON-COLLUSION AFFIDAVIT FORM

PROJECT: IFB TCISD-2021-1; Sale of Real Property – 7.3934 Acres

By submission of this bid, the undersigned certifies that:

- A. The bid has been independently arrived at without collusion with any other bidder or with any other competitor;
- B. This bid has not knowingly disclosed and will not be knowingly disclosed, to any other bidder or competitor or potential competitor, prior to the opening of the bids for this project.
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid.
- D. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any other person signing in his behalf.

Authorized Agent (Print Name)

Date

Signature

Company Name

Company Address

City

State

Zip