

**Pampa Independent School District
1233 N. Hobart Street
Pampa, TX 79065**



INVITATION TO BIDDERS
BID INSTRUCTIONS

For purchase of:

Horace Mann School

IFSB 18-06-103018 Mann Real Property Bid
Bids due October 30, 2018 at 3:00 p.m.

Invitation for Bids And Bid Instructions

October 11, 2018

Property:

All that tract or parcel of land being a Replat of the Cole Addition in Section 115, Block 3, I.& G.N. Survey, Gray County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" Iron rod with Cap set for the Southeast corner of this tract or parcel, being the Southeast corner of said Cole Addition, from whence the Southeast corner of said Section 115 bears: S 06°08'13" E, a distance of 494.78 feet;

THENCE S 88°59'34" W, a distance of 105.63 feet to a 1/2" Iron rod with Cap set for a corner of this tract or parcel;

THENCE N 00°31'43" W, a distance of 176.46 feet to a 1/2" Iron rod set for a corner of this tract or parcel;

THENCE S 88°58'06" W, a distance of 476.17 feet to a 1/2" Iron rod set for the a corner of this tract or parcel;

THENCE N 00°19'52" W, a distance of 290.00 feet to a 1/2" Iron rod set on the North line of said Cole Addition, for a corner of this tract or parcel;

THENCE N 88°59'15" E, along said North line of the Cole Addition, a distance of 582.36 feet to a 1/2" Iron rod set in the West right-of-way of Hobart Street, for a corner of this tract or parcel;

THENCE S 00°20'15" E, along said right-of-way of Hobart Street, a distance of 466.32 feet to the POINT OF BEGINNING and containing 4.30 Acres

All of lots Eight (8), Nine (9), Ten (10), and Eleven (11) of the Cole Addition in Section 115, Block 3, I.& G.N. Survey, Gray County, Texas, according to the map or plat of said Subdivision recorded in the office of the County Clerk of Gray County, Texas

SAVE AND EXCEPT all of the oil, gas, and other minerals in, on, under or that may be produced therefrom

The minimum bid on the entirety of the property described above is: \$ 0.00.

Bid Opening: October 30, 2018 @ 3:00 p.m.

SCOPE AND INTENT OF BID

It is the intention of Pampa Independent School District to accept sealed bids for the sale of a real property and improvements as listed above.

Interested parties may contact Belinda Urrutia, Business Operations Manager, at the Pampa ISD Business Office located at 1233 N. Hobart Street., Pampa, TX 79065, phone number (806) 669-4700 to arrange for inspection of the premises, and review the sales contract.

THIS PROPERTY MAY CONTAIN ASBESTOS AND/OR ASBESTOS-CONTAINING MATERIALS, PCBs, LEAD PAINT OR OTHER ENVIRONMENTALLY HAZARDOUS MATERIALS. BIDDERS WILL BE REQUIRED TO ASSUME BY CONTRACT ALL CURRENT AND FUTURE RESPONSIBILITIES, COSTS, ABATEMENTS, AND LIABILITIES OF ALL HAZARDOUS MATERIALS, AND SHALL BE REQUIRED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND RULES REGARDING HAZARDOUS MATERIALS INCLUDING, BUT NOT LIMITED TO, THE TEXAS ASBESTOS HEALTH PROTECTION ACT.

Sealed bids will be received until 3:00 p.m. on October 30, 2018, at the Business Office located at 1233 N. Hobart Street., Pampa, TX 79065. All bids received at or prior to such time will be opened and read aloud. Bids received after such time will not be opened or considered. The highest acceptable bid or bids will be presented to the Board of Trustees for review and possible approval at a meeting on October 30, 2018 at 7:00 p.m.

Bids must be based on a lump sum cash payment, payable not more than thirty (30) days following approval of the sale by the District's Board of Trustees, and be accompanied by an earnest money payment in the amount of not less than ten (10%) percent of the Bid Price. The earnest money shall be applied to the purchase price of the successful Bidder, and shall be returned to all unsuccessful Bidders. Any Bid which specifies other payment terms will be deemed non-responsive and shall not be considered by the District. Pampa ISD reserves the right to reject any and all Bids and to waive any formalities.

WAIVER OF CLAIMS: BY TENDERING A BID TO THIS INVITATION TO BID, THE BIDDER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A BID AND THE PROCESS USED BY THE DISTRICT FOR SELECTING A BEST BIDDER OR BIDDERS. FURTHER, BY SUBMITTING A BID, THE BIDDER FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST THE DISTRICT AND ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID SUBMITTED IN RESPONSE TO THIS INVITATION TO BID.

The bidder should return the following items:

- 1. Bidder's Information Sheet**
- 2. Bid Form Sheet**
- 3. Completed and executed copy of Contract for Sale**
- 4. Cashier's Check (or equivalent) in an amount not less than ten (10%) percent of the Bid Price, made payable to Pampa ISD**

ANY EXCEPTION OR DEVIATION MUST BE IN WRITING AND MUST BE ATTACHED TO THE BID FORM!

1. INVITATION TO BID:

- A. The Pampa Independent School District invites all interested and qualified bidders to bid on all the Property listed herein which may be sold by the District. The District is considering bids to purchase all lots.
- B. For the purpose and clarity of this document only, the word "DISTRICT" will herein mean the Pampa Independent School District and/or the Board of Trustees of the Pampa Independent School District, of Pampa, Gray County, Texas. Also, for the purpose and clarity of this document, the word "BIDDER" will herein mean any reliable and interested individual, vendor, corporation, partnership, entity and/or organization, which wants to purchase the advertised real property.
- C. The DISTRICT will receive sealed bids until the date and time stated on the first page. Immediately following the deadline for receiving the sealed bids, they will be opened and read aloud. All interested bidders are invited to the opening in the Business Office. These bids will be presented to the Board of Trustees of the Pampa Independent School District for its consideration at a meeting in the Board Room located at 1233 N. Hobart Street., Pampa, TX 79065, at 7:00 p.m. on October 30, 2018:
- D. After the Board of Trustees of the Pampa Independent School District has evaluated and approved the bid or bids, the DISTRICT will execute the Contract for Sale and provide notice to the apparent highest and best acceptable bidder(s) as determined by the Board in its sole discretion.

INSTRUCTIONS TO BIDDERS

2. BID SUBMISSION:

- A. Bidders must submit their bids on the "**Bid Form**" and "**Bidder's Information**" forms enclosed. The District also requires that each BIDDER submit a complete and executed copy of the Contract for Sale attached hereto, along with a Cashier's Check (or equivalent) in an amount not less than ten (10%) percent of the Bid Price, made payable to Pampa ISD. Bidders should make a copy of the returned

"Bid Form," "Bidder's Information" and "Contract of Sale" forms for their own records.

B. Bids must be received no later than the bid opening date and the time specified on the first page herein. Late bids will **NOT** be considered and will be returned unopened.

C. Mail or deliver bids to:
Pampa ISD Business Office
Belinda Urrutia, Business Operations Manager
1233 N. Hobart Street
Pampa, TX 79065
(806) 669-4700

D. Bid envelopes must be plainly marked on the outside with the following:

**IFSB 18-06-103018 Mann Real Property Bid
Bid Opening: October 30, 2018 @ 3:00 p.m.**

E. Only Sealed Bids are accepted. Faxed or emailed bids will not be accepted by the DISTRICT.

3. SIGNATURE ON BID: To be valid, the bid must be manually signed in ink by an authorized person in the spaces provided. By such signature, the BIDDER agrees to strictly abide by the terms, conditions, specifications, and other document embodied in this Invitation for Bids.

4. BID CONDITIONS:

A. All bids will be based on a lump sum cash payment, net of all closing costs, payable not more than thirty (30) days following approval of the sale by the Board of Trustees. Bidders will be responsible for arranging for any desired inspection of the Property. Bids which specify other payment terms will be deemed non-responsive and will not be considered. Bids which specify or modify any terms, conditions or requirements as set out in this Invitation for Bids and Bid Instructions will be deemed non-responsive and will not be considered.

B. The BIDDER will assume all risks, liabilities, and abatement cost for ALL hazardous materials currently found on this property and ALL future hazardous materials found on this property. **THE BIDDER WILL INDEMNIFY THE PAMPA INDEPENDENT SCHOOL DISTRICT FROM ALL LIABILITIES RESULTING FROM HAZARDOUS MATERIALS CURRENTLY FOUND IN THE PROPERTY AND ALL FUTURE HAZARDOUS MATERIALS FOUND IN THE PROPERTY.**

GENERAL BID CONDITIONS

5. BID WITHDRAWAL: Any bid may be withdrawn prior to the scheduled opening time.

6. ANNULMENTS & RESERVATIONS:
 - A. The DISTRICT reserves the right to reject bids for failure to fulfill any and all of the requirements herein, and/or to waive technical defects, if in the DISTRICT's judgment; it is in its best interest.
 - B. The DISTRICT reserves the right to annul any contract, if in its opinion there is a failure at any time by BIDDER to perform faithfully any of its obligations, or BIDDER attempts to impose upon the DISTRICT, additional requirements. Any action taken pursuant to this latter stipulation shall not affect or impair any rights or claims of the DISTRICT to damages for the breach of any covenant of the contract by the BIDDER.
 - C. No part of this contract may be assigned or subcontracted without the prior written approval of the DISTRICT.
7. BID ERRORS: BIDDER or an authorized representative is expected to fully acquaint themselves with the conditions, requirements and specifications before submitting bids. **FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND HE/SHE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.**
8. COMPLIANCE AND RIGHT OF SELECTION:
 - A. The BIDDER shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.
 - B. **THE PAMPA INDEPENDENT SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS WHICH COMPLY WITH THESE SPECIFICATIONS, OR TO ACCEPT A LOWER ACCEPTABLE BID WHICH COMPLIES, PROVIDED THAT IN THE JUDGMENT OF THE PAMPA INDEPENDENT SCHOOL DISTRICT, THE OFFER UNDER THE LOWER PRICE BID HAS ADDITIONAL VALUE, FUNCTION, OR SERVICE WHICH JUSTIFIES THE DIFFERENCE IN PRICE.**
 - C. Evaluation of all bids shall take into account the following considerations: price, reputation of the BIDDER, the BIDDER's safety record, the BIDDER's past contract performance and service with the DISTRICT or other community organizations, etc., and DISTRICT may select whichever bid or bids it determines to be in the best interest of the Pampa Independent School District.
9. OFFER/ACCEPTANCE: **THE SUBMITTED BID AND CONTRACT OF SALE FROM THE BIDDER WILL BE CONSIDERED THE OFFER, AND A CONTRACT FOR PURCHASE OF THE PROPERTY WILL BE AWARDED BY THE DISTRICT.**
10. RESTRICTIVE COVENANT: The property will be conveyed by Special Warranty Deed, and all deeds will contain the required restrictive covenants prohibiting the

establishment or operation of a segregated school system in accordance with standing orders entered in *United States v. Texas, Civil Action No. 5281*, (E. D. Tex., August 9 and 15, 1973).

BIDDER'S INFORMATION

Horace Mann
400 N. Faulkner, Pampa, Texas

Bid Opening: October 30, 2018 @ 3:00 p.m.

ALL INFORMATION ASKED FOR BELOW MUST BE PROVIDED, AND THIS PAGE MUST BE SIGNED AND RETURNED WITH THE BID. IF THIS BID IS NOT SIGNED, IT WILL BE DISQUALIFIED AT THE OPENING.

BY SIGNING THIS FORM THE AUTHORIZED UNDERSIGNED AGREES TO THE FOLLOWING STATEMENTS. ANY EXCEPTIONS TO THE STATEMENTS MUST BE IN WRITING AND ACCOMPANY THIS BID.

I (We) propose to purchase the advertised Property from the Pampa Independent School District, at the price indicated and to remain in compliance with the General Stipulations and Conditions, Specifications, and the provisions to be contained in the Contract for Sale.

(I) (We) certify that this bid will be made without any previous understanding, agreement, or connection with any person, firm, or corporation bidding on such real property, and shall be in all respects fair and without collusion or fraud, and in no way limits competition.

(I) (We) certify that this BIDDER and no employee of this BIDDER, if any, has given, offered to give, nor intends to give at **any time** any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any employee, officer or agent of Pampa Independent School District in connection with this submitted bid.

(I) (We) certify that this BIDDER adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to race, color, religion, sex, national origin, age, handicap, or political application or belief.

COMPANY or ORGANIZATION'S NAME: _____

TITLE: _____

ADDRESS: _____

(Street Address)

(PO Box Address)

CITY, STATE, ZIP CODE: _____

TELEPHONE #: _____

FAX TELEPHONE #: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED PRINTED NAME: _____

BIDDER'S FORM
Horace Mann
400 N. Faulkner, Pampa, Texas

Bid Opening: October 30, 2018 @ 3:00 p.m.

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SAVE AND EXCEPT all of the oil, gas, and other minerals in, on, under or that may be produced therefrom

I (We) the undersigned, bid the following amount for the above-described property.

I (WE) UNDERSTAND THAT THIS PROPERTY IS SOLD "AS IS" AND PAMPA INDEPENDENT SCHOOL DISTRICT MAKES NO WARRANTY AS TO ITS CONDITION, AND EXPRESSLY DENIES AND REVOKES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE PROPERTY'S FITNESS FOR ANY PARTICULAR PURPOSE. I (WE) WILL ASSUME ALL CURRENT AND FUTURE RESPONSIBILITIES, COSTS, ABATEMENTS, AND LIABILITIES OF ALL HAZARDOUS MATERIALS, AND SHALL BE REQUIRED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND RULES REGARDING HAZARDOUS MATERIALS INCLUDING, BUT NOT LIMITED TO, THE TEXAS ASBESTOS HEALTH PROTECTION ACT.

I (We) included a cashier's check as performance security in the amount of \$ _____, an amount equal to ten (10%) percent of the bid price. The successful BIDDER's cashier's check (or equivalent) will be held as a Performance Bond in case the BIDDER fails to provide the balance of funds necessary to satisfy the bid as required. In that event, Pampa ISD may cash the Performance Bond as liquidated damages.

Bid Amount:

_____ [\$ _____]
(insert bid price in text and numerical form; if the text and numerical form do not match, the bid may be rejected as nonresponsive)

COMPANY or ORGANIZATION NAME: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED PRINTED NAME: _____

TITLE: _____

Pampa Independent School District

Attachments

Attachment A - Contract of Sale

CONTRACT OF SALE

1. PARTIES: Pampa Independent School District (the "Seller") agrees to sell and convey to _____ (the "Buyer") and the Buyer agrees to buy from the Seller the Property described below.

2. PROPERTY:

All that tract or parcel of land being a Replat of the Cole Addition in Section 115, Block 3, I.& G.N. Survey, Gray County, Texas and being more particularly described as follows:

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SAVE AND EXCEPT all of the oil, gas, and other minerals in, on, under or that may be produced therefrom

3. SALES PRICE: Sales Price payable by Buyer at closing.....\$ _____

4. FINANCING: There will be no financing of the sales price. The Buyer will pay the Sales Price at Closing.

5. EARNEST MONEY: Included with the delivery of this contract is earnest money in the amount of _____ (\$ _____) (the "Earnest Money"), a sum equal to 10% of the above Sales Price. The Earnest Money shall be applied to the Sales Price at the Closing. If, pursuant to any provision of this Contract, Purchaser is entitled to obtain a refund of the Earnest Money, Seller shall return the Earnest Money to Purchaser.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: If Buyer so requests, the Seller shall furnish to the Buyer at the BUYER'S SOLE EXPENSE an owner policy of title insurance (Title Policy) issued by Gray County Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring the Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing, if any, described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by the Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. The Buyer, at the Buyer's expense, may have the exception amended to read, "shortages in area."

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, the Seller shall furnish to the Buyer a commitment for title insurance (Commitment) and, at the Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. The Seller authorizes the Title Company to mail or hand deliver the Commitment and Exception Documents to the Buyer at the Buyer's address shown in Paragraph 19. If the Commitment and Exception Documents are not delivered to the Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.

C. SURVEY: Buyer may, at its expense and at its option, cause a Land Title Survey of the Property to be performed. In the event Buyer performs a survey, it shall provide a copy of same to Seller.

D. OBJECTIONS: Within 7 days after the Buyer receives the Commitment, Exception Documents and the survey, the Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above. The Buyer's failure to object within the time allowed will constitute a waiver of the Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. The Seller may, but shall not be obligated to, cure the timely objections of the Buyer on or before the Closing Date. If objections are not cured, this contract may be terminated by Buyer, at its option, in which case it shall notify Seller in writing and the earnest money will be refunded to the Buyer or the Buyer may waive the objections.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Buyer is advised to have an abstract of title covering the Property examined by an attorney of the Buyer's selection, or the Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of the Buyer's choice due to the time limitations on the Buyer's right to object.
- (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code requires the Seller to deliver and the Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) **ANNEXATION:** If the Property is located outside the limits of a municipality, the Seller notifies the Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

7. PROPERTY CONDITION:

A. **INSPECTIONS, ACCESS AND UTILITIES:** The Buyer may have the Property inspected by inspectors selected by the Buyer and licensed by TREC or otherwise permitted by law to make inspections. The Seller shall permit the Buyer and the Buyer's agents access to the Property at reasonable times.

B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE:** The Texas Property Code does not require this Seller to furnish the Notice.

C. **ACCEPTANCE OF PROPERTY CONDITION:** The Buyer accepts the Property in its present "AS IS" condition, without any warranty, express or implied.

D. **ENVIRONMENTAL MATTERS:** The Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect the Buyer's intended use of the Property. If the Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees, if any, are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before 30 days after execution of this contract for sale by both parties ("Closing Date"). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 14.

B. At closing:

- (1) The Seller shall execute and deliver a special warranty deed conveying title to the Property to the Buyer, a **SAMPLE** of which is attached hereto as Exhibit "B."
- (2) The Buyer shall pay the Sales Price in good funds acceptable to the Seller.
- (3) The Seller and the Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, or law necessary for the closing of the sale and the issuance of the Title Policy.

C. All covenants, representations and warranties in this contract survive closing.

10. POSSESSION: The Seller shall deliver to the Buyer possession of the Property in its present "AS IS" condition, upon closing and funding.

11. SPECIAL PROVISIONS:

A. Seller acknowledges that no other sums are due or owing from Buyer. Any and all claims arising in any way out of the transfer of the Property from Seller to Buyer will be fully satisfied, released and waived upon payment of the Sales Price.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

- (1) Expenses payable by the Seller (Seller's Expenses), if applicable:
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of the Seller's loan liability; escrow fees, if any; and, other expenses payable by the Seller under this contract.
- (2) Expenses payable by the Buyer (Buyer's Expenses), if applicable:
 - (a) Loan origination, discount, buy-down, and commitment fees (Loan Fees).
 - (b) Appraisal fees; loan application fees; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; title insurance; mortgagee title policy with endorsements required by lender; loan-related inspection fees; photos, amortization schedules, escrow fee, if any; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee, repair inspection,

underwriting fee and wire transfer, expenses incident to any loan; escrow fees, if any; other expenses payable by the Buyer under this contract; and any other expenses not otherwise payable by Seller.

13. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, the Seller may choose to restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If the Seller chooses not to do so, the Buyer may (a) terminate this contract and the earnest money, if any, will be refunded to the Buyer; (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary; or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if any, and receive credit from the Seller at closing in the amount of the deductible under the insurance policy. The Seller's obligations under this paragraph are independent of any obligations of the Seller under Paragraph 6.

14. DEFAULT: If the Buyer fails to comply with this contract, the Buyer will be in default, and the Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, if any, as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond the Seller's control, the Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of the Seller, the Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money, if any. If the Seller fails to comply with this contract for any other reason, the Buyer may terminate this contract and receive the earnest money, if any, thereby releasing both parties from this contract.

15. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between the Seller and the Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

16. ATTORNEY'S FEES: The prevailing party in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.

17. REPRESENTATIONS: The Seller represents that as of the Closing Date there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by the Buyer. If any representation of the Seller in this contract is untrue on the Closing Date, the Buyer may terminate this contract and the earnest money will be refunded to the Buyer.

18. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile as follows:

To Buyer at:

Telephone No: _____
Telephone No: _____

To Seller at:

Superintendent
Pampa ISD
1233 Hobart Street
Pampa, TX 79065
Telephone No: (806) 669-4700
Facsimile No: (806) 665-0506

19. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

20. CONSULT AN ATTORNEY: Real estate licensees cannot give legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: _____

Telephone: _____

Facsimile: _____

Email: _____

Seller's Attorney is: Kenneth W. Fields
Telephone: (806) 669-6851
Facsimile: (806) 669-0440
Email: ken.fields@uwlaw.com

This Contract shall be effective as of the Date executed by Seller below:

BUYER

By: _____ Date: _____

SELLER

Pampa Independent School District

By: _____ Date: _____
Richard Qualls, President, Board of Trustees

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

Date: _____, 2018

Grantor: Pampa Independent School District

Grantor's Mailing Address (including county):

Pampa Independent School District
1233 N. Hobart
Pampa, Texas 79065

Grantee: _____

Grantee's Mailing Address (including county):

Recitals:

At a lawfully called meeting on the 9th day of October, 2018, the Board of Trustees of the Pampa Independent School District resolved to sell the property which is the subject of this deed (the "Property), and at a lawfully called meeting on the _____ day of _____, 2018, the Board resolved that Grantee submitted the highest and best acceptable bid to purchase the Property. True and correct copies of the _____, 2018 and _____, 2018 resolutions are attached hereto as Exhibit "A" and Exhibit "B" and are incorporated herein by reference as if fully set forth at length.

Consideration:

Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

All that tract or parcel of land being a Replat of the Cole Addition in Section 115, Block 3, I.& G.N. Survey, Gray County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" Iron rod with Cap set for the Southeast corner of this tract or parcel, being the Southeast corner of said Cole Addition, from whence the Southeast corner of said Section 115 bears: S 06°08'13" E, a distance of 494.78 feet;

THENCE S 88°59'34" W, a distance of 105.63 feet to a 1/2" Iron rod with Cap set for a corner of this tract or parcel;

THENCE N 00°31'43" W, a distance of 176.46 feet to a 1/2" Iron rod set for a corner of this tract or parcel;

THENCE S 88°58'06" W, a distance of 476.17 feet to a 1/2" Iron rod set for the a corner of this tract or parcel;

THENCE N 00°19'52" W, a distance of 290.00 feet to a 1/2" Iron rod set on the North line of said Cole Addition, for a corner of this tract or parcel;

THENCE N 88°59'15" E, along said North line of the Cole Addition, a distance of 582.36 feet to a 1/2" Iron rod set in the West right-of-way of Hobart Street, for a corner of this tract or parcel;

THENCE S 00°20'15" E, along said right-of-way of Hobart Street, a distance of 466.32 feet to the POINT OF BEGINNING and containing 4.30 Acres

All of lots Eight (8), Nine (9), Ten (10), and Eleven (11) of the Cole Addition in Section 115, Block 3, I.& G.N. Survey, Gray County, Texas, according to the map or plat of said Subdivision recorded in the office of the County Clerk of Gray County, Texas

SAVE AND EXCEPT all of the oil, gas, and other minerals in, on, under or that may be produced therefrom

Reservations, Exceptions and Covenants to Conveyance and Warranty:

1. Reservations and Exceptions. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary, any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for 2018, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.
2. Covenants. The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:
 - (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
 - (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or

encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, his successors and assigns, as the case may be, for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of Grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

1. As to the restrictions set out in (a) above, any person prejudiced by its violation;
2. As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and

It is further covenanted, that in case of a violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

3. Grantee accepts the property "AS IS, WHERE IS" and with all faults. Grantor makes no warranty of condition, merchantability, or suitability or fitness for a particular purpose with respect to the property. All warranties, except the warranty of title as set forth herein, are disclaimed.

4. AS BETWEEN GRANTOR AND GRANTEE, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN. GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR FOR ANY AND ALL DAMAGES AWARDED TO, CLAIMS MADE BY, AND/OR COSTS OF DEFENSE OF SUCH CLAIMS MADE BY, A THIRD PARTY FOR ANY PROPERTY DAMAGE RESULTING FROM ANY ENVIRONMENTAL CONDITION OR OTHER CONDITION EXISTING ON THE PROPERTY, WHETHER DUE TO THE FAULT OF GRANTOR OR ANY OTHER PARTY.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

PAMPA INDEPENDENT SCHOOL DISTRICT

By: _____
Richard Qualls, President Board of Trustees

STATE OF TEXAS §

§

COUNTY OF GRAY §

This instrument was acknowledged before me on the ____ day of _____, 2018, by Richard Qualls, President of Pampa Independent School District Board of Trustees.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Underwood Law Firm, P.C.
P.O. Box 662
Pampa, Texas 79066

PREPARED IN THE LAW OFFICE OF:

Underwood Law Firm, P.C.
P.O. Box 662
Pampa, Texas 79066

EXHIBIT A

**RESOLUTION OF THE BOARD OF TRUSTEES
OF
PAMPA INDEPENDENT SCHOOL DISTRICT**

In accordance with Texas Education Code §11.154, the Board of Trustees of Pampa Independent School District (“PISD”) does hereby make the following resolution regarding the sale of surplus PISD real property:

WHEREAS, PISD owns real estate and improvements known as the former Horace Mann School, which is more fully described in Exhibit 1, attached hereto (“the Property”);

WHEREAS, the Property is vacant and has not been used by PISD in 4 years, and PISD has no future plans or need for the Property;

WHEREAS, the Property is surplus property because the remaining real property owned by the district adequately provides for all its current and future real property needs;

NOW BE IT THEREFORE RESOLVED, that the statements contained in the preamble of this Resolution are true and correct and adopted as findings of fact and operative provisions hereof, and that it is in PISD’s best interest to sell said Property, and

BE IT FURTHER RESOLVED, that the PISD Board of Trustees orders and authorizes the sale of the Property in accordance with Texas Education Code §11.154 and Local Government Chapter 272, and orders and authorizes the Superintendent or Board President to take any and all action to provide notice of PISD’s intent to convey the Property by Special Warranty Deed, and to prepare, execute, and file all documents necessary to carryout the conveyance of the Property to the highest bidder, but it shall be reserved to the Board President to execute the deed transferring ownership of the Property to such bidder.

This Resolution shall be in effect from and after its passage on the date shown below. The board reserves the right to reject any and all bids received for sale of the Property, and any sale of the Property shall be contingent upon approval of the commissioner of education in accordance with Civil Order 5281.

Passed and approved by the Pampa Independent School District Board of Trustees on this 9th day of October, 2018.

Pampa Independent School District

By: Richard Qualls, President of the Board of Trustees

By: Cathryne B. Warner, Secretary of the Board of Trustees

EXHIBIT 1

All that certain tract or parcel of land situated in the County of Gray and State of Texas, and more particularly described as follows, to-wit:

All that tract or parcel of land being a Replat of the Cole Addition in Section 115, Block 3, I.& G.N. Survey, Gray County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" Iron rod with Cap set for the Southeast corner of this tract or parcel, being the Southeast corner of said Cole Addition, from whence the Southeast corner of said Section 115 bears: S 06°08'13" E, a distance of 494.78 feet;

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EXHIBIT B
Resolution Selecting Bidder