

**Sudan Independent School District
107 Highway 303
Sudan, TX 79371**



INVITATION FOR BIDDERS
BID INSTRUCTIONS

For purchase of:

**Real Property: Bus Shop
located at 102 Furneaux Street, Sudan, Texas**

Real Property Bid

Bid Deadline: June 22, 2023 @ 3:00 p.m.

Invitation for Bids

GENERAL STIPULATIONS AND CONDITIONS

May 31, 2023

Property Description: Real property and improvements thereon, consisting of a commercial building (being approximately 5,750 SF and currently used as a bus shop), located at 102 Furneaux Street, Sudan, Texas, which is more particularly described as:

All of Lots 1-6, Block 6, in the Original Town of Sudan, Lamb County, Texas, and identified by the Lamb County Appraisal District as Property ID No. 23506

Bid Deadline: June 22, 2023 @ 3:00 p.m.

The selected bidder must agree to accept possession of the Property on January 1, 2024. The minimum bid is \$350,000.

SCOPE AND INTENT OF BID

It is the intention of Sudan Independent School District (the "District" or "Sudan ISD") to accept sealed Bids for the sale of the Property listed above.

Interested parties may contact Scott Harrell, Superintendent, Sudan ISD, 107 Highway 303, Sudan, TX 79371, phone number (806) 227-2431, to arrange for inspection of the premises.

Sealed bids will be received until 3:00 p.m. on June 22, 2023 (the "Bid Deadline"). Sealed bids should be mailed to Sudan ISD, PO Box 249, Sudan, Texas 79371, or hand delivered to 107 Highway 303, Sudan, TX 79371, so the District is in receipt by the Bid Deadline. All bids received at or prior to such time will be opened and read aloud immediately following the Bid Deadline. Bids received after such time will not be opened or considered. This is a sealed Bid process; **BIDS RECEIVED BY FAX MACHINE, EMAIL OR OTHER ELECTRONIC FORM SHALL NOT BE CONSIDERED.** The highest acceptable Bid or Bids will be presented to the Board of Trustees for review and possible approval at a Board meeting no later than 30 days following the Bid Deadline.

Bids received will be deemed offers to purchase the Property and must be based on a lump sum cash payment, payable to the District at closing, which shall occur on or about December 31, 2023, and possession to occur on January 1, 2024. Bids must be accompanied by a certified earnest money payment equal to five (5%) 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 may be deemed non-responsive and not be considered by the District. Sudan ISD reserves the right to reject any and all Bids up to the time of closing at its discretion and to waive any irregularities. The District shall accept the Bid that the Board determines is in the District's best interest.

WAIVER OF CLAIMS: BY TENDERING A BID TO THIS INVITATION, 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. 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, RECOMMENDATION OR SELECTION 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 the Contract for Sale (including Buyer's initials where indicated)**
- 4. Cashier's Check (or equivalent certified funds) in an amount equal to five (5%) percent of the Bid Price, made payable to "Sudan Independent School District"**

ANY EXCEPTION OR DEVIATION TO THE CONTRACT FOR SALE MUST BE IN WRITING AND MUST BE ATTACHED TO THE BID FORM. NO OTHER EXCEPTION OR DEVIATION OF THE BID DOCUMENTS SHALL BE CONSIDERED. THE DISTRICT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REJECT ANY BID THAT INCLUDES A CONTRACT OF SALE THAT DOES NOT CONFORM TO THE CONTRACT OF SALE CONTAINED IN THE BID PACKET.

INSTRUCTIONS TO BIDDERS

1. INVITATION TO BID:

- A. The Sudan Independent School District invites all interested and qualified Bidders to bid on all the Property listed herein which may be sold by the District. All Bids shall be considered offers to purchase the Property.
- B. For the purpose and clarity of this document only, the word "District" means the Sudan Independent School District and/or the Board of Trustees of the Sudan Independent School District, Lamb County, Texas. Also, for the purpose and clarity of this document, the word "Bidder" means any reliable and interested individual, vendor, corporation, partnership, entity and/or organization, which offers to purchase the advertised real Property.
- C. The District will receive sealed Bids until the Bid Deadline stated on the first page. Bids will be opened and read aloud immediately following the Bid Deadline. All interested Bidders are invited to the opening in the District's Central Administration Office. It is intended that these Bids will be presented to the Board of Trustees of the Sudan Independent School District for its consideration at a meeting no later than 30 days following the Bid Deadline.
- D. After the Board of Trustees of the Sudan Independent School District has evaluated the Bid(s) and if a Bid is approved, the District will execute the Contract for Sale and provide notice to the apparent highest and best acceptable Bidder determined by the Board, in its sole discretion.

2. BID SUBMISSION:

- A. Bidders must submit their bids on the "**Bid Form**" and "**Bidder's Information**" form enclosed, without any additions or modifications. The District also requires that each Bidder submit a complete and executed copy of the Contract for Sale (including Buyer's initials where indicated) attached hereto, along with a Cashier's Check (or equivalent) in an amount equal to five (5%) percent of the Bid Price, made payable to Sudan ISD, as earnest money to secure performance of the **Contract of Sale** if Bidder is selected. Bidders should make a copy of the returned "**Bid Form**," "**Bidder's Information**" and "**Contract of Sale**" forms for their own records.
- B. Sealed Bids must be received no later than the Bid Deadline 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: Scott Harrell, Superintendent
 Sudan ISD
 By Mail: PO Box 249, Sudan, Texas 79371
 By Hand Delivery: 107 Highway 303, Sudan, Texas 79371

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

“Real Property Bid: Bus Shop”

Bid Deadline: June 22, 2023 @ 3:00 p.m.

E. Only Sealed Bids will be accepted. Faxed or emailed Bids will be rejected 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 documents 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 at closing, on or about December 31, 2023. **Bidder agrees that it will purchase the Property subject to possession on January 1, 2024.** Bidders will be responsible for arranging any desired inspection of the Property. Bids that 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 or do not meet **the minimum Bid requirement of \$350,000.00** may 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 the Property and ALL future hazardous materials found on the Property, if any. **THE BIDDER WILL INDEMNIFY THE SUDAN INDEPENDENT SCHOOL DISTRICT FROM ALL LIABILITIES RESULTING FROM HAZARDOUS MATERIALS CURRENTLY FOUND IN THE PROPERTY AND ALL FUTURE HAZARDOUS MATERIALS FOUND IN THE PROPERTY, IF ANY.**

GENERAL BID CONDITIONS

1. BID WITHDRAWAL: Any Bid may be withdrawn prior to the scheduled Bid Deadline time without forfeiting Bidder's earnest money, but not later.
2. ANNULMENTS & RESERVATIONS:
 - A. The District reserves the right to reject any Bid and/or to waive technical defects, if in the District's judgment, it is in the District's best interest.
 - B. The District reserves the right to reject any Bid in its discretion or annul any contract at any time, if in its opinion there is a failure of the 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 for 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.
3. BID ERRORS: Bidders or their authorized representatives are 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 SUCH BIDDER CANNOT SECURE RELIEF ON A PLEA OF ERROR.**
4. COMPLIANCE AND RIGHT OF SELECTION:
 - A. The Bidder shall abide by and comply with the true intent of the Bid Instructions and not take advantage of any unintentional error or omission.
 - B. **THE SUDAN INDEPENDENT SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR TO ACCEPT A LOWER BID WHICH COMPLIES WITH THESE BID INSTRUCTIONS, PROVIDED THAT IN THE JUDGMENT OF THE SUDAN INDEPENDENT SCHOOL DISTRICT, THE OFFER UNDER THE LOWER PRICE BID HAS ADDITIONAL VALUE, FUNCTION, BENEFIT 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, **agreement to purchase the Property subject to possession on January 1, 2024**, the minimum bid amount, etc., and other considerations material to the District in determining whether the Bid(s) is in the best interest of the Sudan Independent School District.
5. **OFFER/ACCEPTANCE: THE SUBMITTED BID AND CONTRACT OF SALE FROM THE BIDDER IS CONSIDERED THE OFFER TO PURCHASE, AND THE CONTRACT FOR PURCHASE OF THE PROPERTY WILL BE AWARDED BY THE DISTRICT.**

BIDDER'S INFORMATION

Real Property: Bus Shop
102 Furneaux Street, Sudan, Texas

Bid Deadline: June 22, 2023, 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 FOLLOWING THE OPENING.

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

I (We) propose to purchase the advertised Property from the Sudan Independent School District, at the price indicated **and subject to possession of Property on January 1, 2024**, and to remain in compliance with the Terms and Conditions, Bid Instructions, and the provisions 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 neither this Bidder nor any agent, employee or relative 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, trustee, officer or agent of Sudan Independent School District in connection with or for consideration of 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.

BIDDER'S NAME: _____

TITLE: _____

ADDRESS: _____
(Street Address)

(PO Box Address)

CITY, STATE, ZIP CODE: _____

TELEPHONE #: _____

FAX TELEPHONE #: _____

EMAIL: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED PRINTED NAME: _____

BID FORM

Real Property: Bus Shop
102 Furneaux Street, Sudan, Texas

Bid Deadline: June 22, 2023, 3:00 p.m.

I (We) the undersigned, **acknowledge possession of the Property will occur on January 1, 2024.** We further acknowledge **the minimum bid required is \$350,000.** With this understanding, I (we) bid the following amount stated herein for the above-identified Property.

I (WE) UNDERSTAND THAT THE PROPERTY IS SOLD "AS IS," SUBJECT TO POSSESSION ON JANUARY 1, 2024, AND THAT SUDAN INDEPENDENT SCHOOL DISTRICT MAKES NO WARRANTY AS TO ITS CONDITION, AND EXPRESSLY DENIES AND REVOKES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, 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, IF ANY, AND SHALL BE REQUIRED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND RULES REGARDING HAZARDOUS MATERIALS INCLUDING, WITHOUT LIMITATION, THE TEXAS ASBESTOS HEALTH PROTECTION ACT.

I (We) included the cashier's check(s) in the amount of \$_____, an amount equal to five (5%) percent of the total bid price, as earnest money to secure my performance under the Contract if I (we) are a successful Bidder. In the event a successful Bidder fails to provide the balance of funds necessary to satisfy the Bid(s) as required, Sudan ISD may cash the earnest money check as liquidated damages.

Bid Amount:

_____ [\$ _____]
(insert bid amount in text and numerical form)

INDIVIDUAL or ORGANIZATION NAME: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED PRINTED NAME: _____

TITLE: _____

Sudan Independent School District

Attachment - Contract of Sale

CONTRACT OF SALE

1. PARTIES: Sudan 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: Real property and improvements thereon, consisting of a commercial building (being approximately 5,750 SF and currently used as a bus shop), located at 102 Furneaux Street, Sudan, Texas, which is more particularly described as:

All of Lots 1-6, Block 6, in the Original Town of Sudan, Lamb County, Texas, and identified by the Lamb County Appraisal District as Property ID No. 23506

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

4. FINANCING: There will be no owner 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 5% 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, Buyer is entitled to obtain a refund of the Earnest Money, Seller shall return the Earnest Money to Buyer.

6. TITLE INSURANCE AND SURVEY:

A. TITLE POLICY: If so requested by Buyer, the Seller shall furnish to the Buyer at the BUYERS'S SOLE EXPENSE, an owner policy of title insurance ("Title Policy") issued by a local 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 30 days after the Title Company receives a copy of this contract with Buyer's request for an owner policy of title insurance as provided in paragraph 22 herein, the Seller shall furnish to the Buyer, at the Buyer's expense, a commitment for title insurance ("Commitment") and 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 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 (8) 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. 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.

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 December 31, 2023 ("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 15.

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 "A."
- (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, if any.

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

10. POSSESSION: The Property is currently used as a bus shop by the Seller. The Seller shall deliver to the Buyer possession of the Property in its present "AS IS" condition. Buyer agrees to defer possession of the Property until the day following closing and funding, as set out in Paragraph 9 above, or January 1, 2024, whichever is later.

11. SPECIAL PROVISIONS: None

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, if any;
- (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; 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.
 - (c) All title examination fees, premiums, and other fees for the Title Commitment, if any, and other expenses payable by the Buyer under this contract; and any other expenses not otherwise payable by Seller.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents, if owing, shall be pro-rated between Seller and Buyer at Closing. Seller is tax exempt and nothing herein shall be construed as a waiver of such status.

14. 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 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.

15. 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 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 the Seller fails to comply with this contract for any other

reason, the Buyer may terminate this contract and receive the Earnest Money thereby releasing both parties from this contract.

16. 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.

17. 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.

18. 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.

19. 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
Sudan ISD
Mailing: PO Box 249
Hand Delivery: 107 West Highway 303
Sudan, TX 79371
Telephone No: (806) 227-2431
Facsimile No: (806) 227-2146

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

21. 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: _____

Initialed for identification by Buyer _____ and Seller _____

Seller's Attorney is: Ann Manning
Telephone: (806) 793-1111
Facsimile: (806) 793-1723
Email: ann.manning@uwlaw.com

22. BUYER'S REQUEST FOR TITLE INSURANCE: Buyer will initial whether an owner title insurance policy is desired. The cost of a title insurance policy will be paid by Buyer.

_____ [Buyer initials] I am requesting an owner title insurance policy at Buyer's expense.

_____ [Buyer initials] I do NOT request an owner title insurance policy.

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

BUYER

By: _____ Date: _____

Printed Name: _____

SELLER

Sudan Independent School District

By: _____ Date: _____

Richard Salazar, President
Board of Trustees

EXHIBIT "A"

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: _____, 2023

Grantor: Sudan Independent School District

Grantor's Mailing Address (including county):

PO Box 249
Sudan, Lamb County, Texas 79371

Grantee: _____

Grantee's Mailing Address (including county):

Recitals:

At a lawfully called meeting on the 8th day of May, 2023, the Board of Trustees of the Sudan 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 July, 2023, the Board resolved that Grantee submitted the highest and best acceptable bid to purchase the Property. True and correct copies of the May 8, 2023 meeting minutes and the July ____, 2023 resolution are attached hereto as Exhibit "A" 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 of Lots 1-6, Block 6, in the Original Town of Sudan, Lamb County, Texas

EXHIBIT "A"

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 2023, 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

EXHIBIT "A"

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.

4. 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.

5. 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

EXHIBIT "A"

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.

SUDAN INDEPENDENT SCHOOL DISTRICT

By: _____
Richard Salazar, President
Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF LAMB §

This instrument was acknowledged before me on the ____ day of July, 2023, by Richard Salazar, President of Sudan Independent School District Board of Trustees.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

**PREPARED IN THE LAW
OFFICE OF:**
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105

EXHIBIT "A"

Exhibit A

See attached May 8, 2023 Meeting Minutes and July __, 2023 Resolution

SAMPLE