

BID #18-002
LAREDO INDEPENDENT SCHOOL DISTRICT

I. INVITATION FOR BID ON REAL PROPERTY

In accordance with Texas Local Government Code Section 272.001, the Board of Trustees of the Laredo Independent School District (LISD) hereby serves notice that it will accept sealed bids for the following real properties:

Building Name	Address	Approximate Sq. Ft.	Minimum Bid	Legal Description
Old VMT Theater Building	1819 Houston, Laredo, TX 78040	1,852 Sq.Ft. (Building) 7,202 Sq.Ft. (Total Site Area)	\$50,000	Lot Number 10 and West 1/6 of Lot Number 9 in Block 135 in the Western Division of the City of Laredo, TX
Old VMT Cafeteria / Leyendecker House	1714 Houston, Laredo, TX 78040	4,174 Sq.Ft. (Building) 9,260 Sq.Ft. (Total Site Area)	\$100,000	Lot Number 3 and East 1/2 of Lot Number 2 in Block 123 in the Western Division of the City of Laredo, TX
Synagogue Building	SE Corner Main Ave. & Washington St. Laredo, TX 78040	3,976 Sq.Ft. (Building) 8,680 Sq.Ft. (Total Site Area)	\$90,000	Lot Number 8 in Block 168 in the Western Division of the City of Laredo, TX
Old Tax Office/ Old VMT Administration Offices	1703 Houston, Laredo, TX 78040	7,940 Sq.Ft. (Building) 10,803 Sq.Ft. (Total Site Area)	\$130,000	Lot Number 6 and East 3/4 Of Lot Number 7 in Block 136 in the Western Division of the City of Laredo, TX

**Sealed bids will be received until:
 2:30 P.M., September 18, 2018**

Bids must be delivered to:
 Laredo Independent School District
 1702 Houston Street, Procurement Department, Room 101
 Laredo, Texas 78040
 Phone: 956-273-1180

Bid envelopes must be plainly marked on the outside as follows:

SEALED BID - DO NOT OPEN
PURCHASE OF REAL PROPERTY BID # 18-002
TO BE OPENED AT 3:00 PM, September 18, 2018

All bids received at or prior to such time will be opened and read aloud at the designated building. Bidder agrees that the bid shall remain open and subject to acceptance by LISD for a period of sixty (60) calendar days from the bid date. LISD reserves the right to accept any bid, to reject any and all bids and to waive any irregularity in bids received. Bids received after the deadline or faxed bids will not be considered.

BID RESPONSES MUST BE SUBMITTED ON BID FORMS INCLUDED IN THE BID PACKAGE, AND MUST INCLUDE THE EARNEST MONEY DESCRIBED IN SECTION II (3), BELOW. THE BID PACKAGE CONTAINS REQUIRED BID TERMS AND DESCRIPTIVE INFORMATION ABOUT THE PROPERTIES. BID RESPONSES NOT MADE AS SET FORTH BY THE BID PACKAGE MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

Identical bids received, if any, shall be resolved in accordance with Texas Local Government Code § 271.901.

The successful Bidder will be notified of the award, if any, by action of the Board of Trustees on or before three (3) business days from the date of such award. LISD will then forward the executed Sale and Purchase Agreement to the Title Company (as defined in the Sale and Purchase Agreement) for escrow. **ONCE THE SUCCESSFUL BIDDER HAS BEEN NOTIFIED OF THE AWARD, THE EARNEST MONEY SUBMITTED BY THE SUCCESSFUL BIDDER IS NON-REFUNDABLE.** ALL BIDS SHALL REMAIN BINDING ON THE BIDDERS UNTIL THE BIDDERS ARE NOTIFIED IN WRITING THAT THE SALE OF THE PROPERTY HAS CONCLUDED OR THAT THE BIDS HAVE BEEN RELEASED.

If the successful Bidder terminates the Sale and Purchase Agreement after award, the successful Bidder shall forfeit and not be able to recover the Earnest Money. **THE EARNEST MONEY IS NON-REFUNDABLE.** If the sale to the highest successful bidder is canceled or does not close for any reason, the District may accept the next-highest bid and proceed with the sale of the property to the next-highest successful bidder.

The properties will be conveyed by Special Warranty Deed, and will be subject to reversion to LISD in the event the properties are used for purposes of establishment or operation of a segregated school system, as required by *United States v. Texas*, Civil Order No. 5281, (E.D. Tex., August 9 and 15, 1973). Buyers may submit an alternative reversionary clause in accordance with the terms of the Order. Conveyance of the Properties is contingent upon review and approval by the Texas Commissioner of Education.

The property and improvements are being sold “AS IS” AND “WHERE IS,” “WITH ANY AND ALL LATENT AND PATENT DEFECTS AND FAULTS,” and there is no warranty by LISD that the property is fit for a particular purpose. In addition, the property and improvements are being sold subject to the conditions, exceptions and reservations contained in the Bid Package and exhibits thereto.

To arrange for inspection of the premises prior to the submission of a bid, interested parties may contact LISD Fixed Assets Department:

Mr. Sergio C. Neira Jr.
Laredo Independent School District
2201 Santa Isabel
Laredo, Texas 78040
Phone: 956-273-1180

The properties may contain environmental conditions or hazards and the Purchaser will be required to assume all duties, costs, and risks of abatement of such conditions. No testing of any part of the property shall be allowed without Seller’s prior written consent, which may be withheld in its sole and absolute discretion. If allowed, Seller may require bidder to provide specific insurance coverage, to be paid by bidder, incident to any of bidder’s request for testing.

II. INSTRUCTIONS TO BIDDERS

1. **SPECIAL WARRANTY DEED:** A draft of the Special Warranty Deed to be delivered by Seller to be at Closing is included in this Bid Package as Exhibit B.

2. **SALE AND PURCHASE AGREEMENT:** A draft Sale and Purchase Agreement and related documents are included in this Bid Package as Exhibit C. LISD may consider proposed changes to the form of the Sale and Purchase Agreement submitted in writing with the bid; however, LISD reserves the right to reject any proposed changes.

3. **EARNEST MONEY:** The Bid Response must include earnest money in the amount of **\$5,000.00** PER PROPERTY FOR WHICH YOU SUBMIT A BID. The earnest money must be in the form of a cashier's check or money order payable to The Laredo Independent School District. Cash, letter of credit or personal checks will not be accepted.

Once the bid is awarded by action of the Board of Trustees, the executed Sale and Purchase Agreement and the Earnest Money of the successful bidder will be deposited with the Title Company selected by LISD. The earnest money of the unsuccessful bidders will be returned once the sale of the property has closed with the successful bidder or once the unsuccessful bids are released. LISD will endorse the certified cashier's check or money order back to the bidder.

4. **TIME FRAME FOR CLOSING:** Bids will be presented to the Board of Trustees at the first Regular Board meeting after bids are opened. Closing should occur as provided in the Sale and Purchase Agreement.

5. **BID DOCUMENTS:** A complete bid response should include:

1. The Bid Form;
2. Properly completed and executed Sale and Purchase Agreement; and,
3. Earnest Money in the form of a money order or cashier's check, in the amount set out in paragraph 3 above.

6. **WITHDRAWAL OF BIDS:** Bidder may request permission to withdraw a bid prior to the actual time for bid opening. Such request must be made in person or in writing at the same location designated to receive the bid. LISD will return the bid documents unopened at that time.

7. **PROPERTIES** are to be sold subject to the exclusions, exceptions, conditions and stipulations to be contained in the commitment for Owner's Policy of Title Insurance issued by the Title Company in addition to those listed in the Sale and Purchase Agreement.

8. **PERMITTED EXCEPTIONS:** The exclusions, exceptions, conditions and stipulations contained in the commitment for Owner's Policy of Title Insurance, to the extent they are still in effect, shall be Permitted Exceptions in the Sale and Purchase Agreement and the Special Warranty Deed.

9. **OTHER INFORMATION:** LISD believes the information included in this Bid Package is accurate, however, LISD does not warrant this information to be free from errors or omissions. Bidders are encouraged to inspect the premises prior to placing a bid.

III. BID FORM

IMPORTANT: A bid, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, bidder agrees to strictly abide by the terms, conditions, and specifications contained in this bid.

Name of Purchaser (To be used in Special Warranty Deed): _____

Contact Person: _____

Address: _____

Telephone #: _____

Fax #: _____

E-mail: _____

Date: _____

Signature: _____

Printed Name: _____

Title: (applicable to companies only): _____

Location	Legal Description	Bid Amount
1819 Houston, Laredo, TX 78040 (VMT Theater)	Lot Number 10 and West 1/6 of Lot Number 9 in Block 135 in the Western Division of the City of Laredo, TX	\$
1714 Houston, Laredo, TX 78040 (Old VMT Cafeteria /Leyendecker House)	Lot Number 3 and East 1/2 of Lot Number 2 in Block 123 in the Western Division of the City of Laredo, TX	\$
SE Corner Main Ave. & Washington St. Laredo, TX 78040 (Synagogue)	Lot Number 8 in Block 168 in the Western Division of the City of Laredo, TX	\$
1703 Houston, Laredo, TX 78040 (Old Tax Office/ Old VMT Administration Offices)	Lot Number 6 and East 3/4 Of Lot Number 7 in Block 136 in the Western Division of the City of Laredo, TX	\$

IMPORTANT REMINDER: A complete bid response packet must include the following documents:

- 1. Completed and signed bid form.**
- 2. Properly completed and executed Sale and Purchase Agreement for each respective property for which a bid is submitted.**
- 3. Earnest Money in the amount of \$5,000 in the form of a money order or cashier's check for each respective property for which a bid is submitted.**

Exhibit B

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

STATE OF TEXAS §

§

COUNTY OF WEBB §

Date: _____, 2018.

Grantor: THE LAREDO INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address:

1702 Houston St.
Laredo, Webb County, Texas 78040

Grantee: _____

Grantee's Mailing Address:

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other valuable consideration, paid by Grantee to Grantor, the receipt of which is hereby acknowledged:

Property (including any improvements) (the "Property"):

Situated in Webb County, Texas, and being all of Lot Numbers Ten (10) in Block Number One Hundred Thirty-Five (135), situated in the Western Division of the City of Laredo, more commonly known as 1819 Houston Street, Laredo, Texas, together with all improvements thereon.

Reservations from Conveyance: None other than contained herein.

Exhibit B

Exceptions to Conveyance and Warranty:

Any and all easements, rights of way, and prescriptive rights, whether of record or not; rights of adjoining owners in any fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments, or protrusions or any overlapping of improvements; all presently recorded restrictions, reservations, set back lines, plats, easements, covenants, conditions, oil and gas leases, mineral severance, royalty interests, and other instruments that are still in force and effect and affect the Property, and all building and zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that such matters are still in effect, relating to the Property, including, but not limited to the following:

1. Oil, gas and other minerals, together with all rights, privileges and immunities.
2. Zoning regulations designating Residential and Business Zones within the City of Laredo, as provided by Zoning Ordinance of the City of Laredo, passed on August 2, 1983, and amendments thereto.
3. Grantee assumes and agrees to pay all standby fees, taxes, and assessments by any taxing authority for current and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
4. **GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, ENVIRONMENTAL CONDITION, STRUCTURAL CONDITION, OR ANY OTHER CONDITION OR MATTER AFFECTING OR RELATED TO THE PROPERTY, OR ANY IMPROVEMENTS THEREON (OTHER THAN WARRANTY OF TITLE AS EXPRESSLY PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY AND IMPROVEMENTS COMPRISING A PORTION THEREOF ARE CONVEYED "AS IS" AND "WITH ALL FAULTS", LATENT AND PATENT AND OTHERWISE, AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND (ORAL, EXPRESSLY PROVIDED OR LIMITED), CONCERNING THE PROPERTY AND ANY IMPROVEMENTS COMPRISING A PORTION THEREOF, INCLUDING WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY SUCH IMPROVEMENTS**

Exhibit B

AND (iii) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. GRANTOR HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS. GRANTEE ACCEPTS THE PROPERTY "AS IS", "WHERE IS," AND WITH ALL FAULTS, WITH NO WARRANTIES FROM GRANTOR, EITHER EXPRESS OR IMPLIED, AND WITH NO LIABILITY AS A RESULT OF THIS TRANSACTION. GRANTEE HAS MADE ITS OWN INDEPENDENT INSPECTION OF ALL ASPECTS OF THE PROPERTY AND IMPROVEMENTS AND SHALL HAVE NO RECOURSE WHATSOEVER AGAINST GRANTOR IN THE EVENT OF DISCOVERY OF ANY DEFECTS OF ANY KIND, LATENT OR PATENT, OR OTHERWISE. THIS WARRANTY DISCLAIMER SHALL NOT DIMINISH ANY WARRANTIES OF TITLE MADE BY GRANTOR IN THIS DEED.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with by Grantee:

- (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 instructions 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, _____, _____ heirs, personal representatives and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together

Exhibit B

with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Executed on this ____ day of _____, 2018.

LAREDO INDEPENDENT SCHOOL DISTRICT

By: _____
Title: Board President

STATE OF TEXAS '

COUNTY OF WEBB '

This instrument was acknowledged before me this ____ day of _____, 2018, by _____, Board President of LAREDO INDEPENDENT SCHOOL DISTRICT, a political subdivision of the state of Texas, on behalf of such political subdivision.

Notary Public, State of Texas

After Recording Please Return To:

Exhibit C

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of the date set forth below, by and between THE LAREDO INDEPENDENT SCHOOL DISTRICT (hereafter referred to as “**Seller**”) and _____ (hereinafter referred to as “**Purchaser**”).

ARTICLE I PROPERTY

Subject to the terms and provisions hereof, and for the consideration herein set forth, Seller agrees to sell, and Purchaser agrees to purchase, the following described property in Laredo, Webb County, Texas, to-wit (the “**Property**”):

Situated in Webb County, Texas, and being all of Lot Numbers Ten (10), and the West 1/6 of Lot Number Nine (9), in Block Number One Hundred Thirty-Five (135), situated in the Western Division of the City of Laredo, more commonly known as 1819 Houston Street, Laredo, Texas together with all improvements thereon.

ARTICLE II PURCHASE PRICE AND INVITATION TO BID

2.01 Purchase Price. The purchase price (the “**Purchase Price**”) for the sale and purchase of the Property is _____ DOLLARS (\$ _____) to be paid or credited as herein provided at Closing.

2.02 Laredo Independent School District Bid #18-002. This Agreement is entered between the parties in furtherance of Purchaser being the successful bidder of Bid # 18-002. All terms, provisions and conditions contained in the bid are hereby incorporated herein by reference. In the event of conflict, the terms and provision of this Agreement shall control.

ARTICLE III ESCROW

3.01 Escrow of Agreement. Promptly upon execution of this Agreement by Purchaser and Seller, an original fully executed counterpart hereof shall be escrowed with Laredo Title & Abstract, Ltd., Attn. Ms. Leticia G. Martinez (herein referred to as the “**Title Company**”), located at 415 Shiloh Dr., Laredo, Texas 78045. The “**Effective Date**” of this Agreement shall be the date that the Title Company acknowledges receipt of the fully executed original counterpart hereof.

3.02 Earnest Money. Purchaser has delivered Purchaser’s cashier’s check in the amount of _____ **DOLLARS** (\$) _____ (herein referred to as the Earnest Money) to the Seller to bind this Agreement with Seller. If the transaction contemplated herein closes, then on the Closing Date (as hereinafter defined), the Earnest Money shall be applied to the Purchase Price. If the Closing does not occur for any other reason, the Earnest Money shall be disbursed in accordance

Exhibit C

with the terms of this Agreement. **Notwithstanding the foregoing, or any other term and provision in this Agreement, the Earnest Money is non-refundable to Purchaser.**

ARTICLE IV **SURVEY & TITLE COMMITMENT**

4.01 Survey. No Survey is required. Purchaser may, if it desires, obtain an on-the-ground survey (the Survey) of the Property. The Survey plat (i) shall be in form and substance acceptable to the Title Company as a basis for deleting to the maximum extent permitted by applicable title insurance regulations the standard printed exceptions from the Owner's Policy (as hereinafter defined), and (ii) shall certify the actual dimensions of the area within the Property and all easements, roads, rights-of-way and other encumbrances thereupon, by acre (rounded to the nearest one one-thousandth [1/1000] of an acre) and square foot (rounded to the nearest one one-hundredth [1/100] of square feet).

4.02 Title Commitment. Seller shall, at Seller's sole cost and expense, cause the Title Company to furnish Purchaser a current owner's title policy commitment (the "**Title Commitment**") prepared and issued by the Title Company describing and covering the Property, listing Purchaser as the prospective name insured, showing title to the Property in Seller (or in third parties subject to an option in favor of Seller), committing to issue an Owner Policy of Title Insurance (the "**Title Policy**") to Purchaser subject only to the following matters (herein called the "**Permitted Encumbrances**"):

- (a) the standard printed exception pertaining to restrictive covenants affecting the Property;
- (b) the standard printed exception pertaining to discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements;
- (c) the standard printed exception for taxes for the year of closing and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
- (d) current zoning under the City of Laredo Zoning Ordinance, and the City of Laredo Subdivision Ordinance and any matters acceptable to or waived by Purchaser as provided in Paragraph 4.03;
- (e) all regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are in effect, and actually affect the hereinabove described property;
- (f) the standard printed exception relating to rights of parties in possession.

4.03 Disclosure of Exceptions by the Survey or Title Commitment. Purchaser shall have

Exhibit C

five (5) days after the date of receipt of the Title Commitment to notify Seller in writing of any easements, rights-of-way, encroachments, conflicts, protrusions, liens, encumbrances, restrictions, conditions, covenants or other matters creating a cloud on title to the Property (hereinafter collectively called the **Exceptions**) with respect to the Property revealed thereby which are unacceptable to Purchaser (**Purchaser's Title Objections**). Seller shall have ten (10) days from the date such notice is received to cure such objections to the satisfaction of Purchaser in Purchaser's sole and absolute discretion, but Seller shall have no obligation to do so. If Seller cannot or elects not to cure Purchaser's Title Objections within such period, Purchaser shall have the option to:

- (a) cancel this Agreement in which event the parties shall have no further obligations hereunder (**THE EARNEST MONEY SHALL NOT BE REFUNDED TO PURCHASER**); or
- (b) waive any uncured Purchaser's Title Objections and proceed to close the transaction contemplated hereby, in which event any uncured Purchaser's Title Objections shall be additional Permitted Exceptions.

Any matter or exception contained in the Survey or the Title Commitment not timely objected to in writing by Purchaser shall constitute a Permitted Exception.

4.04 Investigation and Inspection. Purchaser acknowledges that it is relying on its own investigation and/or inspection of the Property, and its engineers and attorneys, in determining whether or not to purchase the Property. Purchaser acknowledges that Seller has not made any representations or warranties, express or implied, concerning the Property, or its condition or its suitability for any purpose, except as expressly contained in this Agreement; and that if Purchaser elects to purchase the Property, same will be conveyed in its present "**AS IS**" and "**WHERE IS**" condition, and "**WITH ALL FAULTS**" basis.

ARTICLE V **CLOSING**

5.01 Closing Date. Provided that all conditions to closing shall have been satisfied, Purchaser and Seller shall consummate and close the transactions contemplated hereby in the offices of the Title Company on or before **November 16, 2018**. The date of the consummation and closing of the purchase and sale contemplated by this Agreement is herein referred to sometimes as the "Closing Date", and the actual consummation and closing of the purchase and sale contemplated by this Agreement is herein referred to sometimes as the Closing. It is expressly understood and agreed to between Purchaser and Seller that should the Closing not take place on or before the date stated in this paragraph, Seller shall not be obligated to extend the Closing Date and this Contract shall terminate, entitling Seller to the remedies set forth herein.

5.02 Seller's Obligations at Closing. At the Closing, Seller shall deliver to Purchaser:

- (a) A special warranty deed which shall convey to Purchaser good and indefeasible fee simple title to the Property, free and clear of all exceptions

Exhibit C

other than the Permitted Exceptions. This form is similar or substantially similar to the Special Warranty Deed included in the Bid Package.

- (b) A bills paid affidavit in form and substance reasonably satisfactory to Purchaser verifying that there are no unpaid bills or claims for labor performed or materials furnished to the Property prior to the Closing Date, and by which affidavit Seller indemnifies and holds Purchaser and the Title Company harmless from any loss, liability, cost or expense (including, without limitation, attorney's fees and court costs) of Purchaser or the Title Company resulting from or incident to claims against the Property for any such matters.
- (c) The Title Policy.
- (d) Possession of the Property.
- (e) The Special Warranty Deed provided by Seller to Purchaser shall contain the following disclaimer of Seller:

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, ENVIRONMENTAL CONDITION, STRUCTURAL CONDITION, OR ANY OTHER CONDITION OR MATTER AFFECTING OR RELATED TO THE PROPERTY, OR ANY IMPROVEMENTS THEREON (OTHER THAN WARRANTY OF TITLE AS EXPRESSLY PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY AND IMPROVEMENTS COMPRISING A PORTION THEREOF ARE CONVEYED "AS IS" AND "WITH ALL FAULTS", LATENT AND PATENT AND OTHERWISE, AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND (ORAL, EXPRESSLY PROVIDED OR LIMITED), CONCERNING THE PROPERTY AND ANY IMPROVEMENTS COMPRISING A PORTION THEREOF, INCLUDING WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY SUCH IMPROVEMENTS AND (iii) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY

Exhibit C

SUCH IMPROVEMENTS. GRANTOR HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS. GRANTEE ACCEPTS THE PROPERTY “AS IS”, “WHERE IS,” AND WITH ALL FAULTS, WITH NO WARRANTIES FROM GRANTOR, EITHER EXPRESS OR IMPLIED, AND WITH NO LIABILITY AS A RESULT OF THIS TRANSACTION. GRANTEE HAS MADE ITS OWN INDEPENDENT INSPECTION OF ALL ASPECTS OF THE PROPERTY AND IMPROVEMENTS AND SHALL HAVE NO RECOURSE WHATSOEVER AGAINST GRANTOR IN THE EVENT OF DISCOVERY OF ANY DEFECTS OF ANY KIND, LATENT OR PATENT, OR OTHERWISE. THIS WARRANTY DISCLAIMER SHALL NOT DIMINISH ANY WARRANTIES OF TITLE MADE BY GRANTOR IN THIS DEED.

5.03 Purchaser’s Obligations at Closing. At the Closing, Purchaser shall deliver to Seller:

- (a) The Purchase Price (after credit of earnest money).
- (b) Such other documents, instruments and certificates as are contemplated herein to effect and complete the Closing.

5.04 Closing Costs and Attorneys’ Fees. On the Closing Date, Seller shall pay the cost of the Title Policy, the cost of the conveyance documents, Seller’s attorneys’ fees, any other costs incurred by Seller, and all other costs as specifically agreed in this Agreement. Purchaser shall pay Purchaser’s attorneys’ fees, the cost of recording the Deed, the cost of the survey, if any, and any other costs incurred by Purchaser, and all other costs as specifically agreed in other parts of this Agreement.

5.05 Prorations. Ad valorem taxes for the Property shall be prorated as of the date of Closing. Purchaser shall be responsible for all taxes accruing against the Property for periods of time subsequent to the Closing Date. If Closing shall occur before the actual taxes for the then current year are known, the apportionment of taxes shall be upon the basis of taxes for the Property for the immediately preceding year, provided that, if the taxes for the current year are thereafter determined to be more or less than the taxes for the preceding year (after any appeal of the assessed valuation thereof is concluded), Seller and Purchaser promptly shall adjust the proration of such taxes and Seller or Purchaser, as the case may be, shall pay to the other any amount required as a result of such adjustment, and this covenant shall not merge with the deed delivered hereunder, but shall survive the Closing. The adjustments described herein shall be paid on the Closing Date, or, to the extent that the amounts thereof are not ascertainable on the Closing Date, such shall be paid as soon thereafter as may be reasonably practicable.

Exhibit C

ARTICLE VI **REAL ESTATE COMMISSIONS**

Seller will be responsible for any real estate commission relating to Seller's own real estate broker, if any, for this transaction. Purchaser hereby represents and warrants that it has not employed any agents, brokers or other such parties in connection with this transaction and agrees that it shall hold the Seller harmless from and against any and all claims of all agents, brokers or other such parties claiming by, through or under Purchaser. The provisions of this Article VI shall survive the Closing.

ARTICLE VII **NOTICES**

Any notice, demand or request that may be permitted, required, or desired to be given in connection herewith shall be in writing and directed to Seller and Purchaser by certified mail, return receipt requested, postage prepaid, at their respective addresses set forth below. In the event, such notice or other communication is effected by personal delivery or by an overnight express delivery courier, the date and hour of actual delivery shall fix the time of notice. Absent a postal strike or other stoppage of the mails, in the event of delivery of notice by registered or certified United States mail, the date and hour following three (3) business days after the date and hour at which the sealed enveloped containing the notice is deposited in the United States mail, properly addressed and with postage prepaid, shall fix the time of notice. Each party shall have the right to change their address, for purposes of notice, by giving notice to the other party hereto as provided above.

If to Purchaser, to: _____

If to Seller, to: The Laredo Independent School District
Attn: Mr. Angel Velazquez
900 E. Lyon St.
Laredo, Texas 78040

with a copy to: Mr. Sigifredo Pérez, III or Mr. John A. Kazen
Kazen, Meurer & Pérez, L.L.P.
211 Calle Del Norte, Suite 100
P. O. Box 6237
Laredo, Texas 78042-6237

Exhibit C

ARTICLE VIII DEFAULTS AND REMEDIES

8.01 Seller's Remedies on Purchaser's Default. If Purchaser shall fail to consummate the purchase of the Property on or before the Closing Date for any reason other than Seller's default, then Seller shall, either: (i) retain the Earnest Money and terminate this Agreement; and/or (ii) enforce specific performance; and/or (iii) seek such other, further, additional or alternative other relief as may be provided by law.

8.02 Purchaser's Remedies on Seller's Default. If Seller shall fail or refuse to fully and timely perform any of its obligations hereunder, or shall fail or refuse to consummate the sale of the Property for any reason not set forth in this Agreement, except Purchaser's default, Purchaser may terminate this Agreement or enforce specific performance. Purchaser shall not be entitled to a refund of the Earnest Money.

ARTICLE IX MISCELLANEOUS

9.01 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

9.02 Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, but Seller shall have the option to terminate this Agreement.

9.03 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

9.04 Assignability. Purchaser shall not have the right to assign this Agreement without Seller's written consent.

9.05 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and assigns.

9.06 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

Exhibit C

9.07 Attorney's Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

9.08 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

9.09 Time. Time is of the essence in this Agreement; however, if the last day of any time period specified herein falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Texas, then such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

9.10 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9.11 Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum or notice with respect hereto.

9.12 Prior Agreements Terminated. Seller and Purchaser hereby mutually agree that this Agreement replaces and supersedes in its entirety all prior Contracts, discussions or agreements relating to the Property, all of which are merged herein.

9.13 Gender and Number. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

9.14. Facsimile Transmission. This Agreement, addendums and any future modifications may be transmitted by facsimile. All parties agree that their facsimile signatures on copies of the transmitted documents shall be binding to the same extent as if they were original signatures. Upon request, each party agrees to fully execute with original signatures all original documents following execution of facsimiles.

9.15 Construction. The parties acknowledge that their attorneys have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Exhibit C

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date shown to the left of their respective signatures to be effective as of the Effective Date.

SELLER:

Date: _____, 2018

LAREDO INDEPENDENT SCHOOL DISTRICT

By: _____

Title: _____

Name Printed: _____

PURCHASER(S):

Date: _____, 2018

ACKNOWLEDGMENT BY TITLE COMPANY

The undersigned Title Company hereby acknowledges receipt of the Earnest Money in the amount of \$_____, and a copy of this Agreement, and agrees to hold and dispose of the Earnest Money in accordance with the provisions of this Agreement.

Date: _____, 2018

LAREDO TITLE & ABSTRACT, LTD.

By: _____