



GARLAND INDEPENDENT SCHOOL DISTRICT

PURCHASING DEPARTMENT

501 S. Jupiter

Garland, Texas 75042

INVITATION TO BID ("ITB")

ON: SALE OF 2 PARCELS OF LAND, BID #1-22

June 9, 2022

PLEASE SUBMIT SEALED BID NO LATER THAN 10:30A.M. LOCAL TIME ON July 14, 2022. LATE BIDS WILL NOT BE ACCEPTED.

Mark the sealed return envelope in the lower left hand corner with ITB#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30AM the first date the district is open to conduct business.

This ITB includes Instructions to Bidders, Certifications, Terms and Conditions, Bid Form/Specifications, Deviation Compliance Form, Confidential Information Form, sample Earnest Money Contract "Contract(s)") and Topographic Surveys/Drawings.

Total Pages: 25

Company Name (if applicable)

Address

City

State

Zip

Name

Title

Signature

Email Address

Telephone #

Fax #

Mark A. Booker

Mark A. Booker

Executive Director of Purchasing

OVERVIEW OF PROPERTY

Garland Independent School District (sometimes “Garland ISD”, “GISD” or “District”) is soliciting bids pursuant to Chapter 272 of the Texas Local Government Code for the parcel of property:

Parcel one is land comprising a 17,348-square-foot vacant residential lot that is located along the west side of Sunnybrook Lane and north of Devonshire Drive, within the City of Garland, Dallas County, Texas. The street address is 2117 Sunnybrook Lane.

Parcel two is land comprising a 69,069-square-foot vacant residential lot that is located at the southwest corner of the intersection formed by East Kingsley Road and East Centerville Road, within the City of Garland, Dallas County, Texas. The street address is 798 East Kingsley Road.

A bidder may submit a bid on Parcel 1, or Parcel 2, or both parcels. The District will only consider the bidder for the parcel(s) for which the bidder submits a complete bid form (“Bid Response Form”) (total bid response package sometimes referred to as “Bid”), and the bidder will be deemed not to have submitted a Bid on the remaining parcels for which no Bid Response Form is completed and submitted to the District. The District intends to award the Contract for each of the parcels to the bidder whose bid was the highest for that parcel pursuant to the criteria set forth herein and in accordance with the law. The District does not intend to aggregate the amount bid for both parcels in determining to whom to award a Contract, if any. The Bids for each parcel will be evaluated separately.

1. INSTRUCTIONS TO BIDDERS

1.1 Submission of Bid:

Contact the Purchasing Department at Bids@garlandisd.net if Bidders find an error, request for additional information, omissions, or corrections that need to be made in the document. All request must be submitted on or before June 20, 2022 at 4:00 p.m. Request submitted after the deadline will not receive a response.

1.1.1. **All addenda will be issued via the district website at www.garlandisd.net/departments/purchasing/currentbids.asp (Current Bid List). All addenda, if required, will be posted on the aforementioned website by June 22, 2022, 4:00 P.M. It is the bidder’s responsibility to check this website for addenda postings prior to submitting responses.**

1.1.2. **PLEASE PROVIDE ONE (1) ORIGINAL AND ONE (1) COPY OF BID! ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED.**

1.1.3. Hand-carried Bids submitted via carrier service are to be delivered to:

Garland ISD Purchasing Department (Bond Office)
409 N. First Street, Garland, Texas 75040.

Bids submitted via the U. S. Postal Service are to be mailed to:

Garland ISD Purchasing Department

P. O. Box 469026, Garland, Texas 75046-9026

Clearly mark all Bid envelopes as instructed (Page 1).

Allow sufficient transit time.

****Delivery of Bid envelope to other Departments within the GISD is not considered as delivery to the Purchasing Department.***

- 1.1.4. Once completed and signed, return your Bid to the Garland ISD Purchasing Department (as instructed above).
- 1.1.7. Bids received at the GISD Purchasing Office after the time and date specified above will not be considered and will be filed unopened. The Garland ISD shall not be held liable for late Bids.
- 1.1.8. Oral or telegraphic Bids transmitted via the District's facsimile machine are not acceptable. Bids must be submitted to the District in a sealed envelope.
- 1.1.9. Bid must be signed by an individual bidder or, in the case of an organization, an individual authorized to contractually bind their firm when submitting the Bid. Failure of an authorized person to sign the Bid will be considered as a "mistake in Bid", and the Bid will be rejected as "non-responsive".
- 1.1.10. All pages of this Invitation to Bid are to be completed as indicated herein and returned with your Bid. It is the bidder's responsibility to ensure the number of pages received is the same number listed on the front of this document. Bidder shall contact the Purchasing Department if discrepancies exist.
- 1.1.11. All prices must be typed or written in ink on the appropriate specification/pricing form(s). Bids written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Bid.
- 1.1.12. No Bid may be withdrawn prior to opening of Bids without written request (addressed to the Garland ISD Director of Purchasing) by an authorized individual bidder or an authorized agent of the proposing firm and upon written approval by the District. Invitations to Bid responses become the property of Garland ISD upon receipt.
- 1.1.13. A Bid that has been opened may not be changed for the purpose of correcting an error in the bid price.
- 1.1.14. Bidders desiring a bid tabulation sheet resulting from this Invitation to Bid may visit our web site at www.garlandisd.net/departments/purchasing/bidtabulation.asp. The tabulations will be posted once the GISD Board of Trustees (sometimes "Board") has approved the Contract(s), if any. If you are unable to download the information, please contact the Purchasing Department at 469-268-7440.

- 1.1.15. Any and all deviations to this competitive solicitation ITB by the bidder, including Earnest Money Contract, must be listed on the GISD Deviation/Compliance Form attached hereto – not on a cover letter, catalog, etc.
- 1.1.16. Bidder’s principal place of business (or main corporate office) or residence in the case of an individual is located in _____ (state).
- 1.1.17. Bidder’s principal place of business or residence in the case of an individual is located within the boundaries of the Garland Independent School District.

_____ Yes _____ No

- 1.1.18. Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act.

Bidders should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. **The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.**

- 1.1.19. Bids asserted to be copyright protected in their entirety may, in the District’s sole discretion, be rejected as non-conforming. Bidders who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form. Bidders submitting copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form, bidders grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a bidder is unable to grant such authorization and waiver, copyrighted materials must not be included in the bid.

1.2. **Award/Evaluation of Invitation to Bid**

- 1.2.1. The Garland Independent School District reserves the right to accept or reject all or any part of any Bid, waive minor bid formalities/technicalities, and sale parcels in a manner deemed to be most advantageous to the Garland Independent School District. The Garland ISD reserves the right to withdraw this ITB and the property from sale at any time and for any reason.
- 1.2.2. Bid results will be presented to the GISD Board of Trustees for consideration following the official opening date.

- 1.2.3. Upon notification of potential selections for award, the person or entity submitting this Bid must give notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).
- 1.2.4. Prior to taking the recommended offer to the Board of Trustees for consideration, the District will require the highest eligible bidder to **complete, sign, and submit the following forms** to the District:
1. A completed and signed Form 1295 (Certificate of Interested Parties). The bidder will be required to electronically complete and sign a 1295 form on the Texas Ethics Commission website, print out the form, and deliver a copy of the form to the District.
 2. Any other forms determined necessary by the District.
- 1.2.5. THIS ITB CONSTITUTES A REQUEST FOR BIDS ONLY, WHICH MAY OR MAY NOT RESULT IN A SALE OR CONTRACT TO SELL, AND DOES NOT SERVE AS A LEGAL OFFER BY THE DISTRICT UNDER CONTRACT LAW. THE SUBMISSION OF A BID TO THE DISTRICT CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY THAT THE DISTRICT MAY OR MAY NOT ACCEPT. THE BID OFFER AND RESPONSE SUBMITTED TO THE DISTRICT PURSUANT TO THIS ITB MAY CREATE LEGAL OBLIGATIONS ON THE BIDDER. A BIDDER IS ADVISED TO HAVE AN ATTORNEY REVIEW THIS ITB, THE CONTRACT, AND THE BIDDER'S OFFER TO ADVISE THE BIDDER AS TO THE EFFECTS THEREOF.
- 1.2.6. This ITB does not obligate the District to award a contract or pay any costs incurred by a prospective buyer or bidder in the preparation and submittal of a bid. **If a Bid is eligible, the recommended bidder and the resulting Contract, if any, will be submitted for consideration and approval to the Garland ISD Board of Trustees.** The District reserves the right to amend any terms of a resulting Contract, if any, (other than the bidder and the purchase price). NO CONTRACT SHALL BE ENFORCEABLE AGAINST THE DISTRICT UNLESS IT IS ON THE FORM OF THE ATTACHED EARNEST MONEY CONTRACT, SIGNED BY BOTH THE DISTRICT AND THE BIDDER, AND APPROVED BY THE BOARD AT A DULY CALLED MEETING. Subsequent to Board approval, the only person authorized to commit the District contractually is the Superintendent or Superintendent's designee.

2. CERTIFICATIONS

- 2.1 By signing this Bid, the undersigned bidder affirms that itself individually, or its company, corporation, firm, or partnership has not prepared this Bid in collusion with any other bidder and that the contents of this Bid as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this Bid.
- 2.2 By signing this Bid, the bidder hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Invitation to Bid, including, but

not limited to, copyright and/or patent laws and anti-collusion law. Failure of bidder to sign its Bid will render Bid null and void.

- 2.3 By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be obtained at www.Garlandisd.net/departments/purchasing/conflict_of_interest.asp. Failure to comply with this provision may result in the bid being considered non-responsive.

3. TERMS AND CONDITIONS

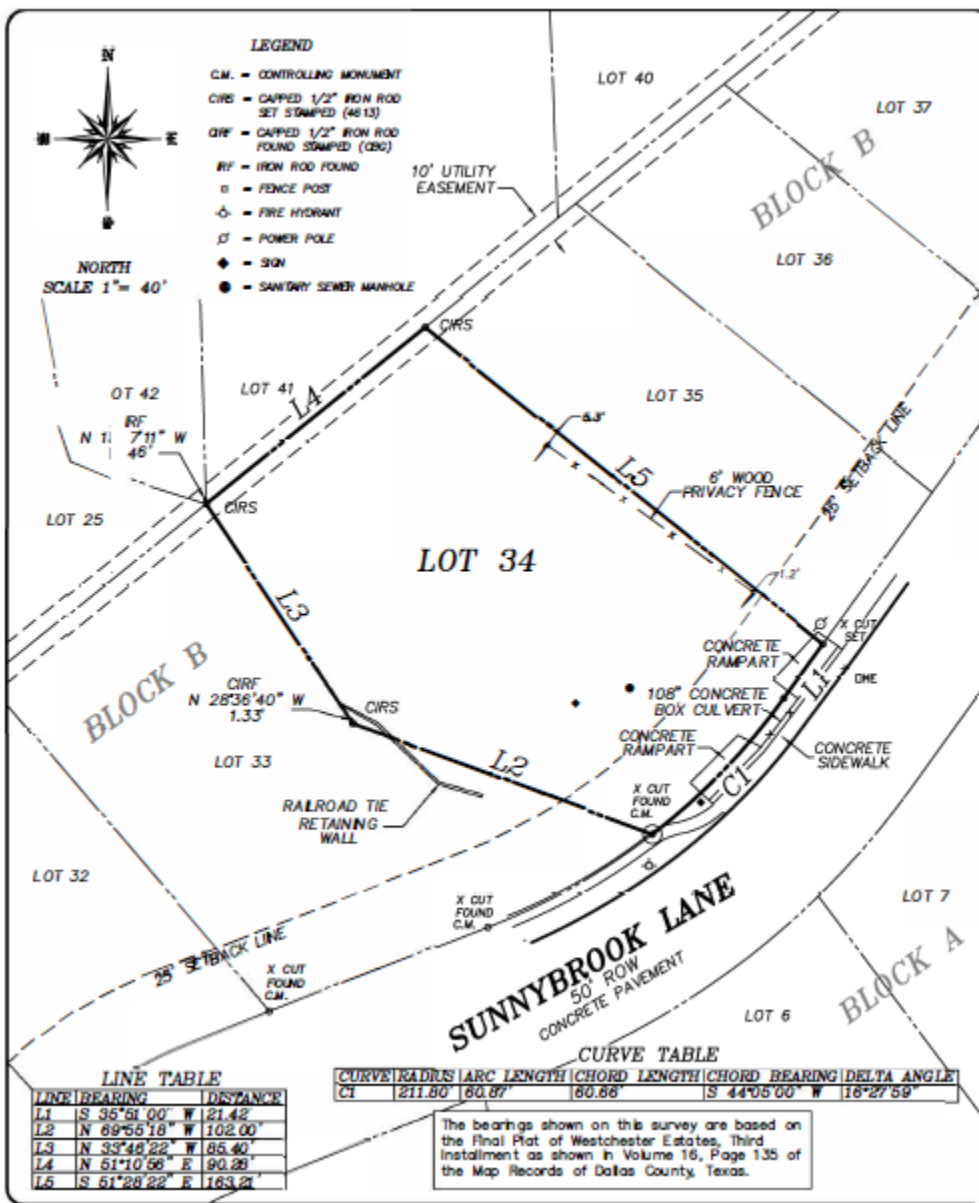
- 3.1 This Invitation to Bid and any resulting award(s) shall be interpreted within the laws of the State of Texas. Venue for any legal action filed relative to this Invitation to Bid or any resulting purchase orders shall be in Dallas County, Texas.
- 3.2 Any sale(s) will be processed only after Board of Trustee approval.
- 3.3 Successful bidder(s) shall be required to enter into an Earnest Money Contract (form is included below) and to open title with a title company selected by the bidder and mutually agreeable to the District within two business days after notification of award. Failure by the bidder to agree upon a title company with the District will void any Contract award. Bidder shall deposit TEN-PERCENT (10%) of the final Contract price for each awarded parcel as earnest money in accordance with the contract to ensure compliance with the sale provisions. The earnest money shall be applied to the total sales price at closing, provided that the District will retain the earnest money as liquidated damages if bidder defaults under the contract. Payment for the sale will be made directly to the Garland Independent School District.
- 3.4 All closing costs shall be paid by the purchaser unless otherwise provided in the Contract.
- 3.5 The property is sold to bidder “AS IS, WHERE IS, AND WITH ALL FAULTS”, and such language shall be inserted in the Special Warranty Deed to be delivered by the District at Closing (form included with attached Earnest Money Contract). **THE DISTRICT MAKES NO AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES ABOUT THE PROPERTY.** The information contained in this ITB and any document from the District or any third party provided as a part of this ITB is based upon data supplied by sources deemed reliable but is subject to errors and omissions and is not in any way warranted by the District or any employee or agent of the District.
- 3.6 Information contained in this bid package is provided for the purpose of soliciting bids for the purchase of the property. Prospective bidders are advised to contact all governmental and private authorities with jurisdiction over the property to ascertain its status and suitability for the bidder’s intended use.
- 3.7 The property will be conveyed by the District subject to all matters filed of record in the real property records of Dallas County, Texas except for any that may be cured by the prospective buyer or agreed to be cured by the District prior to closing as set forth in the Contract(s) that may be awarded under this ITB.

- 3.8 **BY SUBMITTING A BID OR OFFER, BIDDER AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST GARLAND ISD, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, INVITATION TO BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID OR OFFER; (4) WAIVER BY THE GARLND ISD OF ANY NON-MATERIAL BID DEFECT OR TECHNICALITIES IN THE BID PACKAGE OR ANY BID OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED BIDS OR OFFERS; (6) WAIVER BY THE GARLAND ISD OF ANY IRREGULARITY OR IRREGULARITIES IN THE BIDDING PROCESS; AND/OR (7) THE AWARD OF OR FAILURE TO AWARD A CONTRACT, IF ANY.**
- 3.9 If a bidder is awarded a Contract, the bidder must have adequate financial resources to purchase the Property at closing (as defined in the Contract) or will have obtained such resources prior to closing under the Contract. The District will not consider financing the purchase of the property and will accept only cash or other good funds at closing.
- 3.10 All Bids will be reviewed to determine conformity with the ITB requirements. Conforming Bids will be evaluated with the highest bidder(s) being required to complete and sign the required forms prior to any consideration by the Board of Trustees. No final determination of the winning bid will be made until a thorough review of all bids is conducted and completed and all other conditions are satisfied, including submission of the required forms by any recommended bidder. The final selection of the highest bidder who has submitted an eligible bid and satisfied all the conditions in this ITB will be subject to approval by the District's Board of Trustees.
- 3.11 The Contract, if awarded, will be made to the bidder with the highest bid (purchase price amount for the property) whose Bid is in compliance with the requirements set forth in this ITB and not determined to be ineligible.
- 3.12 The District reserves the right to request a best a final offer from bidders on any of the subject parcels. In the event that the District elects to request a best and final offer, it will notify the top bidders for the subject parcel (up to a maximum of 5 bidders) in writing, request those bidders to submit their best and final offer, and provide a deadline for such offers. The bidder's best and final offer must be submitted on forms required by the District in its request for best and final offer notice.
- 3.13 In the event that the District receives two or more equal bids, the District reserves the right to "break the tie" among the bidders by considering other factors in determining best offer, including, but not limited to, a calculation of potential future tax revenues on the property, the use to which the buyer will put the property, and whether the use of the property will result in the property benefitting Garland ISD and the local community.
- 3.14 Garland ISD is an equal opportunity educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age or disability.

BID FORM/SPECIFICATIONS

Legal Description of Land for Sale Parcel One

The property comprises a 17,348-square-foot vacant residential lot that is located along the west side of Sunnybrook Lane and north of Devonshire Drive, within the City of Garland, Dallas County, Texas. The street address is 2117 Sunnybrook Lane. The subject property is legally identified as Being all of Lot 34, Block B, Westchester Estates, Third Installment, an addition to the city of Garland, Dallas County, according to the Map or Plat thereof recorded in Volume 16, Page 135 of the Plat records Dallas County, Texas. Moreover, the subject site is identified by the Dallas Central Appraisal District under account number 26661500020340000.



Minimum consideration required is \$26,000 payable in cash.

1. Bidder information

Name of bidder: _____

Identity of principals/authorized persons: _____

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

Bidder: Street: _____
P.O. Box: _____
City, State, Zip: _____
Phone: () _____
Fax: () _____
Email: _____

Principal/Auth. person:

Street or P.O. Box: _____
City, State, Zip: _____
Phone: () _____
Fax: () _____
Email: _____

Contact person for bidder: _____

Title: _____
Street or P.O. Box: _____
City, State, Zip: _____
Phone: () _____
Fax: () _____
Email: _____

2. Identify the title company for earnest money contract and closing (if no title company is identified, the district shall choose the title company)

Title Company _____
Address _____
City _____, Texas
Zip Code _____

Contact Name _____

Telephone # _____

3. Bid price for the Property: _____

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

5. Verification by bidder

State of _____ §

County of _____ §

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

The information submitted herein is true and correct. I further represent and warrant that I have read and understand the complete bid package including the attached Contract and other documents. I further acknowledge that I am a knowledgeable purchaser of real property, that I have been advised to and understand that I have a right to have an attorney review this and any related documents. I further represent that I am not relying upon any representation, warranty, statement, or other assertion of the Garland Independent School District, or any agent representative or employee thereof. Further, I represent that I am legally authorized to sign this bid on behalf of myself or the bidder, and have the authority to sign any other documents relating to the purchase and sale of this property and bind the bidder to the terms thereof. The foregoing representations and all material terms and conditions of this solicitation of bids shall survive award of the bid to the undersigned bidder and execution of the earnest money contract.

NAME OF BIDDER: _____

By: _____
(Signature)

Date: _____

Printed Name: _____

Title: _____

Sworn to and subscribed before me on this _____ day of _____, 2017,
by _____ of _____
_____.

(Notary)

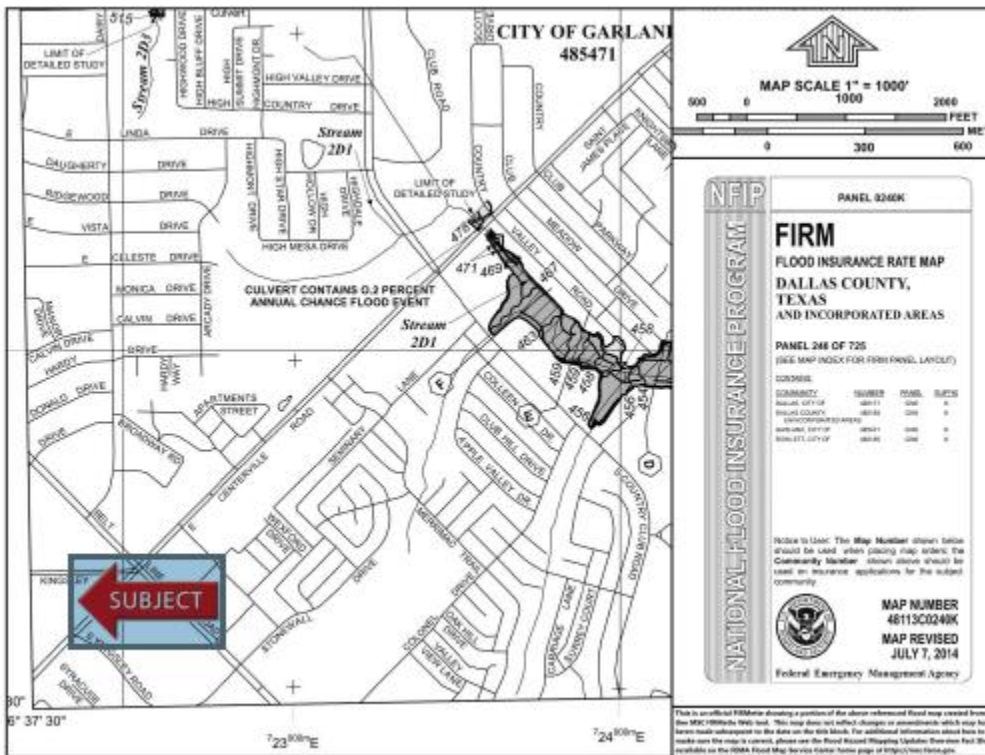
(Commission expires)

BID FORM/SPECIFICATIONS

Legal Description of Land for Sale Parcel Two

Parcel two is land comprising a 69,069-square-foot vacant residential lot that is located at the southwest corner of the intersection formed by East Kingsley Road and East Centerville Road, within the City of Garland, Dallas County, Texas. The street address is 798 East Kingsley Road.

The subject property is legally identified as being Lot 1, Block 2, Centerville Elementary School, an addition to the City of Garland, Dallas County, Texas. Moreover, the subject site is identified by the Dallas Central Appraisal District under account number 26084400020010000.



Minimum consideration required is \$186,000 payable in cash.

1. Bidder information

Name of bidder: _____

Identity of principals/authorized persons: _____

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

Bidder: Street: _____
 P.O. Box: _____
 City, State, Zip: _____
 Phone: () _____
 Fax: () _____
 Email: _____

Principal/Auth. person:

Street or P.O. Box: _____
 City, State, Zip: _____
 Phone: () _____
 Fax: () _____
 Email: _____

Contact person for bidder: _____

Title: _____
 Street or P.O. Box: _____
 City, State, Zip: _____
 Phone: () _____
 Fax: () _____
 Email: _____

2. Identify the title company for earnest money contract and closing (if no title company is identified, the district shall choose the title company)

Title Company _____
 Address _____
 City _____, Texas
 Zip Code _____
 Contact Name _____
 Telephone # _____

3. Bid price for the Property: _____

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

5. Verification by bidder

State of _____ §

§

County of _____ §

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

The information submitted herein is true and correct. I further represent and warrant that I have read and understand the complete bid package including the attached Contract and other documents. I further acknowledge that I am a knowledgeable purchaser of real property, that I have been advised to and understand that I have a right to have an attorney review this and any related documents. I further represent that I am not relying upon any representation, warranty, statement, or other assertion of the Garland Independent School District, or any agent representative or employee thereof. Further, I represent that I am legally authorized to sign this bid on behalf of myself or the bidder, and have the authority to sign any other documents relating to the purchase and sale of this property and bind the bidder to the terms thereof. The foregoing representations and all material terms and conditions of this solicitation of bids shall survive award of the bid to the undersigned bidder and execution of the earnest money contract.

NAME OF BIDDER: _____

By: _____
(Signature)

Date: _____

Printed Name: _____

Title: _____

Sworn to and subscribed before me on this _____ day of _____, 2017,
by _____ of _____
_____.

(Notary)

(Commission expires)

CONFIDENTIAL INFORMATION DECLARATION
& COPYRIGHT AUTHORIZATION FORM

The bidder must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the bidder claims is confidential or proprietary. *Furnishing confidential or proprietary information is discouraged.* The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitation to Bid and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Bids asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

- Contents of this document are NOT considered Confidential or Proprietary.
- Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

The undersigned affirms that the District assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, and waives any and all claims regarding the release of such information.

Printed Name

Signature

Title

Date

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

EARNEST MONEY CONTRACT

IN CONSIDERATION of the mutual terms, provisions, covenants and agreements contained in this Contract (the “Contract”), the parties hereto agree as follows:

1. **PARTIES.** GARLAND INDEPENDENT SCHOOL DISTRICT (the “Seller”) shall sell and convey to _____ (the “Purchaser”), and Purchaser shall buy and pay for the Property (defined below).

2. **PROPERTY.** (Insert Property Description). The said real property shall be referred to in this Contract as the “Property.” In the event that Purchaser should elect to have an updated survey of the Property performed pursuant to paragraph 5A hereof, a true and correct copy of the legal description of the Property from that survey shall be attached hereto as Exhibit “A” and made a part hereof for all purposes.

3. **PURCHASE PRICE.** The purchase price for the Property is _____ DOLLARS (the “Purchase Price”), payable all cash.

4. **EARNEST MONEY.** Within three (3) business days after the Effective Date, Purchaser shall deposit earnest money in the amount of _____ DOLLARS (the “Earnest Money”) with (Insert Title Company Information), (the “Title Company”), in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Contract. Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS (the “Option Fee”) shall be non-refundable and shall be distributed to Seller at Closing or other termination of this Contract as full payment and independent consideration for Seller’s performance under this Contract. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Earnest Money, less the Option Fee, shall be promptly refunded to Purchaser, and the parties shall have no further rights or obligations under this Contract (except for those which may expressly survive the termination). The Earnest Money shall be placed in an interest-bearing account by the Title Company, and any interest earned thereon shall become a part of the Earnest Money. At Closing, the Earnest Money, excluding the Option Fee, shall be applied to the payment of the Purchase Price. The Title Company shall deposit the Earnest Money in one or more fully insured accounts in one or more federally insured banking or savings institutions.

5. **SURVEY AND TITLE DOCUMENTS.**
 - A. **Survey.** As soon as reasonably possible, and in any event within ten (10) days after the Effective Date, Purchaser may elect, at Purchaser’s expense, to obtain a copy of a current or updated on-the-ground perimeter survey of the Property prepared by a Registered Professional Land Surveyor, said surveyor being reasonably acceptable to Seller. The survey obtained pursuant to this paragraph shall be referred to in this Contract as the “Survey.” At the closing of the purchase of the Property by Purchaser (the “Closing”), the metes and bounds description of the Property reflected in the Survey shall be used in the Special Warranty deed conveying title in the Property from Seller to Purchaser and any other documents requiring a legal description of the Property.

 - B. **Title Commitment.** As soon as reasonably possible, and in any event within fifteen (15) days after the Effective Date, Seller shall, at Purchaser’s expense, deliver or cause to be delivered to Purchaser a title commitment (the “Title Commitment”) covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the “Title Policy”) on the standard form prescribed by the Texas

State Board of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions as defined below. In conjunction with delivery of the Title Commitment, Seller shall also cause the following documents (collectively, the "Title Documents") to be delivered to Purchaser: (a) true and the most legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment; and (b) a current tax certificate.

6. REVIEW OF SURVEY, TITLE COMMITMENT, AND TITLE DOCUMENTS.

- A. Review Period.** Purchaser shall have ten (10) days (the "Review Period") after Purchaser's receipt of the last of (i) the Title Commitment, (ii) the Title Documents, and (iii) the Survey, to review them. If Purchaser has objections to the Survey, Title Commitment or Title Documents, Purchaser may deliver the objections to Seller in writing within the Review Period. Any item to which Purchaser does not object shall be deemed a "Permitted Exception." Items that the Title Company identifies as to be released at closing will be deemed objections by Purchaser. Purchaser's failure to object within the time provided shall be a waiver of the right to object. If there are objections by Purchaser, Seller shall make a good faith attempt to satisfy the objections within ten (10) days after receipt of Purchaser's objections (the "Cure Period"), but Seller is not required to incur any cost to do so and Seller's failure to satisfy the objections shall not be a default under this Contract.
- B. Cure Period.** If Seller cannot satisfy the objections within the Cure Period, Seller shall deliver a written notice to Purchaser, prior to expiration of the Cure Period, stating whether Seller is committed to cure the objections at or before Closing. If Seller does not commit to fully cure all of the objections at or before closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (i) the date which is seven (7) days after the expiration of the Cure Period; or (ii) the scheduled Closing Date. If Purchaser properly and timely terminates this Contract, the refundable portion of the Earnest Money shall be immediately returned to Purchaser and neither party shall have any rights or obligations under this Contract (except for those which may expressly survive the termination of this Contract). If Purchaser does not properly and timely terminate this Contract, then Purchaser shall be deemed to have waived any uncured objections and must accept such title as Seller is able to convey at Closing and the uncured objections shall become Permitted Exceptions.
- C. Permitted Exceptions.** Notwithstanding the forgoing and without limitation to the Seller's rights set forth herein, the following matters are deemed Permitted Exceptions: (i) restrictive covenants affecting the Property; (ii) any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements (unless Purchaser elects to purchase the boundary deletion endorsement to the Title Policy, in which case, the exception will be amended to "Shortages in area"); (iii) taxes for the current and subsequent years, and subsequent assessments for prior years due to a change in land usage or ownership, (iv) existing building and zoning ordinances; (v) rights of parties in possession, (vi) liens created or assumed as security for the sale consideration; and (vii) any covenants, conditions, reservations, exceptions, and easements; all oil, gas and mineral conveyances; leases, if any; and any other matter affecting the Property in effect and shown of record in the Real Property or other records in the county clerk's office where the Property, or any part thereof, is located.

- 7. INSPECTION/FEASIBILITY PERIOD.** The Feasibility Period shall extend from the Effective Date to thirtieth (30th) day after the beginning of the Effective Period. During the Feasibility Period, Purchaser is granted, at its expense, the right to conduct a feasibility study of the Property (including, without limitation, architectural, geotechnical, environmental, marketing, engineering and financial feasibility studies) and in this connection Purchaser or Purchaser's designated agents may enter upon the premises for purposes of inspection, soil analysis, and/or other tests which may be deemed necessary to Purchaser or Purchaser's

architect and/or engineer. In the event the Property is altered or damaged because of Purchaser's inspections, Purchaser shall, at Purchaser's cost and expense, promptly repair the damage and / or return the Property to its preinspection condition. PURCHASER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY LOSS, ATTORNEYS' FEES, EXPENSES OR CLAIMS ARISING OUT OF PURCHASER'S INSPECTION OF THE PROPERTY. PURCHASER RELEASES SELLER AND THOSE PERSONS ACTING ON SELLER'S BEHALF FROM ALL CLAIMS AND CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ATTORNEYS' FEES AND COURT OR OTHER COSTS) RESULTING FROM PURCHASER'S INSPECTION OF THE PROPERTY. If it should be determined by Purchaser, in Purchaser's sole judgment, that the Property is not suitable for the intended purposes, then and in this event, Purchaser may, on written notice to Seller received prior to 5:00p.m. on the last day of the Feasibility Period, terminate this Contract, and it shall be null and void for all purposes and the refundable portion of the Earnest Money shall be forthwith returned by the Title Company to Purchaser. If the written notice is not received on or before the said date and time, the condition shall be deemed to be acceptable and any objection thereto shall be deemed to have been waived for all purposes. If any of the studies or tests conducted pursuant to this paragraph shall reveal conditions that are unacceptable to Purchaser, it may, but is not required to, provide Seller with notice of the unacceptable conditions.

8. DISCLAIMER OF WARRANTIES. IT IS UNDERSTOOD AND AGREED THAT, SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PROPERTY, ITS PHYSICAL CONDITION OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY AND THAT THE PROPERTY IS BEING CONVEYED AND TRANSFERRED TO PURCHASER "AS IS, WHERE IS AND WITH ALL FAULTS." SELLER DOES NOT WARRANT OR MAKE ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUANTITY, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO ZONING, HEALTH, SAFETY AND THE ENVIRONMENT) OR ANY OTHER MATTER AFFECTING THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE ANY TERMINATION OF THIS CONTRACT OR THE CLOSING OF THIS CONTRACT AND SHALL NOT MERGE THEREIN AND SHALL BE INCLUDED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING.

9. CLOSING.

A. Closing Date. The closing of the transaction described in this Contract (the "Closing Date") shall be held at a mutually agreeable time and place on or before fifteenth day (15th) day after the end of the Feasibility Period.

B. Seller's Closing Documents. At the Closing, Seller shall deliver to Purchaser:

- (1) A duly executed Special Warranty Deed in the form attached hereto (Exhibit "A") conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the Survey, subject only to the Permitted Exceptions.
- (2) A Title Policy, at Purchaser's expense, issued by the underwriter for the Title Company pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of Closing, and with the survey exception deleted at Purchaser's expense (but not as to "shortages in areas");
- (3) Possession of the Property, subject to applicable Permitted Exceptions;

(4) A standard Non-Foreign Affidavit stating that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code; and

(5) All other documents reasonably required by the Title Company to close this transaction.

C. Purchaser's Closing Documents. At the Closing, Purchaser shall deliver to Seller at Purchaser's expense:

(1) The Purchase Price, with the Earnest Money being applied thereto;

(2) Evidence of Purchaser's authority and capacity to close this transaction; and

(3) All other documents reasonably required by the Title Company to close transaction.

D. Closing Costs. Purchaser shall pay all closing costs not otherwise allocated to a party by this Contract.

E. Prorations. Rents, lease commissions, interest, insurance premiums, maintenance expenses, operating expenses, and ad valorem taxes, if any, for the year of closing shall be prorated at the Closing effective as of the Closing Date. If the Closing occurs before the tax rate is fixed for the year of Closing, the apportionment of the taxes, if any, shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. The proration's at the Closing shall be final. This provision shall survive the Closing.

F. Rollback Taxes. If this sale or a change in use of the Property or denial of a special use valuation on the Property claimed by Seller, if any, results in the assessment after Closing of additional taxes for periods of Seller's ownership, the additional taxes plus any penalties and interest shall be paid by Purchaser.

10. DEFAULT.

A. Purchaser's Remedies. In the event Seller shall be deemed to be in default, Purchaser shall transmit written notice specifying the alleged default to Seller, and Seller shall have ten (10) days from date of receipt of such notice to cure such default. Should Seller fail to timely cure such default, Purchaser may, as its sole and exclusive remedy, terminate this Contract and shall be excused from further performance of its purchase obligation hereunder, and upon written notice by Purchaser to Seller and the Title Company, the Earnest Money, and any interest thereon, less the independent consideration of \$500.00, ("Liquidated Damages") will be returned to Purchaser. Under no circumstances shall Seller be liable to Purchaser for any direct, consequential, or other type of damages, except as for the Liquidated Damages set forth in this paragraph, whether the same are contemplated hereby or not.

B. Seller's Remedies. If Purchaser fails to close this Contract for any reason except Seller's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser shall be in default. In the event Purchaser shall be deemed to be in default, Seller may pursue specific performance, any other remedy at law or in equity, and/or, in its sole discretion, may terminate this Contract whereupon Seller shall be entitled to the Earnest Money, and any interest thereon, which the Title Company shall deliver to Seller on receipt of written notice from Seller that Purchaser has defaulted. The notice need not be accompanied by any other document or consent of any other party, it being agreed between Purchaser and Seller that the Earnest Money shall be liquidated damages for a default of Purchaser hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default.

11. AGENCY DISCLOSURE. Seller and Purchaser each represent and warrant to the other party that such party has had no dealings with any person, firm, agent or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale contemplated herein, and no real estate broker, agent, attorney, person, firm or entity is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of either Seller or Purchaser.

12. MISCELLANEOUS PROVISIONS.

A. Effective Date. The term "Effective Date" means the date this fully executed Contract is acknowledged by the Title Company.

B. Notices. Any notices or communications required or permitted to be delivered hereunder must be in writing and shall be deemed to be delivered upon receipt at the following addresses and/or facsimile numbers:

If to Seller:

Name
Garland Independent School District
501 S. Jupiter Rd.
Garland, Texas 75040

If to Purchaser:

Name:
Address:
City, State Zip Code
Phone:

with a copy to:

Law Offices
Attn:
Address here
City, Texas ZIP
Email:

with a copy to:

C. Mutual Termination. If this Contract is terminated by mutual agreement of both parties at any time prior to Closing, the obligations of each party under this Contract shall terminate, except that: (i) Purchaser shall pay the cost of the Survey (if Survey, costs are incurred); (ii) Purchaser shall pay the costs to repair any damage to the Property caused by Purchaser or its agents, if any; and (iii) each party shall perform any other obligations which expressly survive the termination of this Contract. The obligations under this paragraph shall survive the termination of this Contract. The terms of any mutual termination agreement will supersede and control over the provisions of this paragraph 12C to the extent of any conflict.

D. Attorneys' Fees. The prevailing party in any legal proceeding brought in relation to this Contract or transaction shall be entitled to recover from the non-prevailing party court costs, reasonable attorneys' fees and all other reasonable litigation expenses.

E. Integration. This Contract contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement. The parties agree that there are no oral or signed agreements, understandings, representations or warranties made by the parties, which are not expressly set forth herein.

F. Survival. Unless this Contract explicitly provides otherwise, any warranty, representation, covenant, condition or obligation contained in this Contract not otherwise discharged at the Closing will terminate at the Closing of this transaction.

- G. Binding Effect.** This Contract shall inure to the benefit of and be binding upon the parties to this Contract and their respective heirs, legal representatives, successors and assigns.
- H. Time for Performance.** Time is of the essence under each provision of this contract. Strict compliance with the times for performance is required.
- I. Business Day.** If any date of performance under this Contract falls on a Saturday, Sunday or Texas legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or Texas legal holiday.
- J. Governing Law.** This Contract shall be construed under and governed by the laws of the State of Texas, and unless otherwise provided herein, all obligations of the parties created under this Contract are to be performed in the county where the Property is located. Venue for any litigation arising out of this Contract will be in Dallas County, Texas.
- K. Severability.** If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision shall not affect any other provisions, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Contract.
- L. Counterparts.** This Contract may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts shall, collectively, constitute one agreement.
- M. Gender; Number.** Unless the context requires otherwise, all pronouns used in this Contract shall be construed to include the other genders, whether used in the masculine, feminine or neuter gender. Words in the singular number shall be construed to include the plural, and words in the plural shall be construed to include the singular.
- N. Non-waiver.** No delay or failure by either party to exercise any right hereunder and no partial or single exercise of such right will constitute a waiver of that or any other right, except by written agreement of the parties or unless expressly provided otherwise.
- O. Headings.** The paragraph headings used in this Contract are for convenience purposes only and shall not be used for purposes of interpretation.
- P. Governmental Immunity.** Notwithstanding anything to the contrary, by entering into this Contract nothing herein is intended to waive or limit the governmental immunity provided under law to Seller.

EXECUTED on the dates stated below.

SELLER:
GARLAND INDEPENDENT
SCHOOL DISTRICT

PURCHASER:

By: _____

By: _____

Date: _____

Date: _____

TITLE COMPANY ACCEPTANCE. The Title Company acknowledges receipt of the Earnest Money on _____, 2022, from _____, in the amount of \$_____ and accepts the Earnest Money subject to the terms and conditions of this Contract.

TITLE COMPANY:

By: _____

EXHIBIT "A"
TO
EARNEST MONEY CONTRACT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ NOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

That, **GARLAND INDEPENDENT SCHOOL DISTRICT** ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, acting herein pursuant to the resolution of the Board of Trustees of Grantor passed as of the ___ day of _____, 2022, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto _____ ("Grantee"), and Grantee's successors and assigns, a tract of land containing approximately ____ acres located in Dallas County, Texas as more particularly described on the attached Exhibit A (the "Subject Property").

Reservations and Exceptions

This conveyance is made by Grantor subject to, and Grantee accepts and assumes all obligations under, all encumbrances, restrictions, easements, conditions, covenants and conveyances or exceptions to title set forth herein, in Exhibit "B" attached hereto and incorporated herein for all purposes, in the Official Public Records of Dallas County, Texas, or those visible or apparent on the ground, applicable to and enforceable against the Subject Property.

Grantor excepts from this conveyance and reserves unto Grantor, its successors and assigns, all the oil, gas, sulphur, and other minerals (whether similar or dissimilar) in, on, under and that may be produced from the Subject Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Subject Property) without, however, any rights of ingress and egress on or above the surface of the Subject Property for exploring for, mining, drilling for, developing, producing, removing, storing, processing, treating and transporting such oil, gas, sulphur or other minerals, which rights of ingress and egress and used of the surface are hereby expressly waived; provided, however, nothing herein shall preclude the exploring for, mining, drilling for, developing, producing and removing oil, gas, sulphur or other minerals from or under the Subject Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Subject Property) by means of directional or horizontal drilling or unitized or pooled operations with the well and all surface equipment located off the Subject Property. (The exception and reservation contained in this paragraph is herein referred to as the "Mineral Reservation").

EXCEPT FOR THE LIMITED WARRANTY OF TITLE SET FORTH IN THIS DEED, THE SUBJECT PROPERTY IS CONVEYED "AS-IS", "WHERE-IS" AND WITH ALL FAULTS AND GRANTOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE AVAILABILITY OF UTILITIES; ACCESS TO PUBLIC ROADS; ITS PHYSICAL, ENVIRONMENTAL, SUB-SURFACE WATER, AND SOIL CONDITION; THE QUALITY OR CONDITION OF THE PROPERTY; THE NATURE AND EXTENT OF ANY SERVITUDES, RIGHTS OF WAY, LEASES, POSSESSION, LIENS, ENCUMBRANCES, LICENSES, RESERVATIONS, CONDITIONS, OR OTHERWISE. GRANTEE HAS CONDUCTED ITS OWN INDEPENDENT INSPECTION OF THE PROPERTY AND HAS ELECTED NOT TO RELY ON ANY REPRESENTATIONS THAT MAY HAVE BEEN MADE BY GRANTOR BUT RATHER,

AS A SIGNIFICANT PORTION OF THE CONSIDERATION GIVEN TO GRANTOR FOR THIS CONVEYANCE, HAS AGREED TO BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR EVALUATING THE CONDITION OF THE PROPERTY. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MATERIALS, WORKMANSHIP OR APPLIANCES HAS BEEN MADE OR IS EXPRESSED OR IMPLIED BY THIS CONVEYANCE. GRANTOR EXPRESSLY DISCLAIMS ANY WARRANTY OF HABITABILITY, GOOD AND WORKMANLIKE CONSTRUCTION, SUITABILITY, OR DESIGN. GRANTEE HEREBY RELEASES GRANTEE FROM ANY LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY. GRANTEE, BY ACCEPTANCE OF THIS DEED, ASSUMES AND AGREES TO PAY ALL AD VALOREM TAXES ATTRIBUTABLE TO THE SUBJECT PROPERTY FOLLOWING THE DATE HEREOF FOR THE YEAR IN WHICH THIS DEED IS EXECUTED AND DELIVERED.

TO HAVE AND TO HOLD subject to the Reservations and Exceptions contained herein, including Exhibit B, Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend title to the Subject Property unto Grantee, Grantee's successors and assigns against every person whomsoever lawfully claiming by, through, or under Grantor, but not otherwise.

EXECUTED this _____ day of _____, 20____.

GRANTOR:

GARLAND INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____
President of the Board of Trustees