



**NORTH LAMAR**  
INDEPENDENT SCHOOL DISTRICT

**BID PACKAGE**  
**FOR THE**  
**SALE OF REAL PROPERTY**

**CONSISTING OF A TRACT OF LAND CONTAINING APPROXIMATELY 30 ACRES, AS  
RECORDED IN THE DEED RECORDS OF LAMAR COUNTY, TEXAS  
TOGETHER WITH ANY IMPROVEMENTS THEREON**

**NORTH LAMAR INDEPENDENT SCHOOL DISTRICT**  
3130 North Main  
Paris, Texas 75460

March 9, 2022

# BID INSTRUCTIONS

## I.

### INTRODUCTION

North Lamar Independent School District (the "District") owns certain real property (the "Property") located in Paris, Texas, and more fully described on Exhibit A, attached hereto and incorporated fully herein. The Property is comprised of one tract of land.

The District is pleased to offer the Property for sale on an all-cash basis through sealed- bid process described below.

Pursuant to Texas Local Government Code, § 272.001, the District is accepting bids for the purchase of the Property. The District has the right to reject any and all bids. In addition, the District reserves the right to reject any and all bids which do not comply with the specifications contained herein or which are in any way incomplete or irregular.

**It is the intent of the District to accept the bid(s) that in the District's opinion represents the best bid(s) submitted from a responsible bidder(s).**

## II.

### DEFINITIONS

**2.1.** *"Bid"* means a complete, properly signed **firm** offer to purchase the Property submitted by a Bidder in accordance with this Bid Package which is **irrevocable** for the duration of the period specified in Article VI hereof, and, once a Bid is accepted by the District, it constitutes an agreement by a Bidder to sign a contract document in substantially the same form as the Proposed Agreement.

**2.2.** *"Bidder"* means a person or entity that submits a Bid in response to this Bid Package.

**2.3.** *"Bid Form"* means the form attached to this Bid Package as Exhibit B.

**2.4.** *"Bid Package"* means and refers to this document, together with any attachments, and the Notice.

**2.5.** *"Notice"* means that Legal Notice which refers to the sale of the Property and this Bid Package and which was printed in the Paris News on at least two separate dates. A copy of the Notice is attached hereto as Exhibit C.

**2.6.** *"Bid Documents"* means and includes the Notice, this Bid Package including any attachments, and any Addenda issued by the District prior to the opening of any Bids.

**2.7.** *"Successful Bidder"* means the responsible Bidder who, in the District's sole opinion, submits the best Bid and to whom the District intends to award the Bid.

**2.8.** *"Proposed Agreement"* means the contract document attached hereto as Exhibit D and incorporated into this Bid Package and made a part hereof for all purposes. The Proposed Agreement is the contract document proposed by the District to govern the sale of the Property.

**2.9.** *"Agreement"* means that contract document which is actually executed by the District as seller and the Successful Bidder as buyer. The Agreement shall be in substantially the same form as the Proposed Agreement.

**2.10.** *"Addenda"* means any written or graphic instruments issued by the District prior to the opening of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

### **III.** **SUBMISSION OF BIDS**

**3.1. Introduction.** This section describes the rules for submitting a Bid.

**3.2. Rules for the Submission of a Bid.**

**A. Format of Bid.**

1. All Bids must be submitted on the Bid Form or a photocopy of the Bid Form. All Bids must be typewritten, not handwritten.

2. Bidders may provide financial information and evidence of financial ability to perform the purchase obligations set forth in their Bids if such information is available at the time the Bid is submitted. Each Bidder will be required to provide such information within fifteen (15) days after Bid opening, if requested by the District. The financial information shall consist of one or more of the following as required by the District: a current financial statement; a bank letter of recommendation listing similar loan transactions made to Bidder; or such other information as the District may reasonably ask for or accept.

3. All sums written by Bidder on the Bid Form shall be expressed in both words and figures, *e.g.*, ten (10); in the case of a discrepancy between the two, the amount written in words shall control.

4. The Bid signer(s) must initial any interlineation, correction, erasure, or other addition or alteration of the typed Bid.

5. Each Bid must include the legal name of Bidder and shall identify Bidder as an individual(s), sole proprietorship, partnership, corporation, or such other legal entity as is appropriate and shall indicate the place of incorporation or principal place of business of Bidder. If not an individual Bidder, each Bid must also include the name, address, phone number, and fax number of a contact person for the Bidders who is authorized to represent the Bidders in connection with the Bid Documents.

6. If Bidder is an entity, the Bid should contain a corporate resolution, partnership agreement, or other appropriate document(s) evidencing: (a) the authority of the entity to make the Bid, and (b) the authority of the person or persons signing on behalf of the entity (including the contact person designated in the Bid) to act on behalf of the entity. Also, upon request, Bidder shall furnish the District with certified copies of its Articles of Incorporation, By-laws, Resolutions, and any other documentation evidencing both the authority of the signatory to

execute a binding contract on behalf of Bidder, as well as any documentation that would prove that the bidding organization is a legal entity in good standing. The District reserves the right to request documentation establishing the legal standing, financial integrity, and responsibility of Bidder.

7. Each Bid shall be signed in **BLUE** ink by the person or persons legally authorized to bind Bidder.

8. Bidders must identify any exceptions they take and/or proposed changes to the Bid Documents (including the Proposed Agreement) they wish to make by specifying such changes as a condition of their Bid. If a Bidder requires additional space to add any changes, comments or exceptions, additional pages may be attached to the Bid Form. Any additional pages must be properly identified as such on its face, be numbered sequentially, and be signed by the person(s) signing the Bid Form on behalf of the Bidder. If a Bidder does not note such proposed changes or comments on exceptions at the time of Bid submittal, then it is understood that Bidder has waived the right to these comments and accepts the sale upon substantially the same terms and conditions of the Bid Documents, including the Proposed Agreement.

B. Identification of Bid. The sealed envelope containing the Bid must be clearly identified with the following information legibly provided on the front of the envelope:

(Name of Bidder)  
(Bidder's address)  
(Bidder's telephone number)  
(Bidder's fax number, if any)  
(Name of person/agent to contact if Bidder is an entity)  
"PUBLIC BID: 30 acres, Paris, Texas"

C. Delivery of Sealed Bid.

**THE DEADLINE FOR THE SUBMISSION OF BIDS IS APRIL 6, 2022 AT 3:00 P.M. CT. BIDS NOT TIMELY SUBMITTED WILL BE RETURNED UNOPENED. IT IS THE SOLE RESPONSIBILITY OF BIDDER TO ENSURE TIMELY SUBMISSION. THE DISTRICT WILL NOT BE RESPONSIBLE FOR LATE RECEIPT OF ANY BID, REGARDLESS OF THE MANNER OF DELIVERY CHOSEN BY BIDDER, NOR SHALL FAILURE OF SUCH DELIVERY BY THIRD PARTIES CONSTITUTE EXCUSE.**

Sealed Bid must be delivered or mailed to:

**Ms. Kelli Stewart  
Superintendent of Schools  
North Lamar Independent School District  
3130 North Main  
Paris, Texas 75460**

### **3.3. Bidding Documents.**

A. Bidders may pick up complete sets of the Bid Documents from:

North Lamar Independent School District  
Administrative Offices  
3130 North Main  
Paris, Texas 75460

B. Bidders shall use complete sets of Bid Documents in preparing Bids; the District assumes no responsibility for any errors or misinterpretations that may result from the use of incomplete sets of Bid Documents.

C. Bidders shall promptly notify the District of any omission, ambiguity, inconsistency, or mistake they may discover upon examination of the Bid Documents.

D. Bidders who require a clarification or interpretation of the Bid Documents should submit any questions to the District at the address stated above, addressed to: Ms. Kelli Stewart, Superintendent of Schools, at least ten (10) calendar days prior to the final due date for receipt of Bids.

E. Any interpretation, correction, or change of the Bid Documents will be made by the District by written Addenda, which will be available at the District's office set forth in subsection 3.3.A above. Interpretations, corrections, or changes of the Bid Documents made in any other manner will not be binding upon the District, and Bidders shall not rely upon such interpretations, corrections, or changes. Prior to submitting a Bid, each Bidder must check with the District to make sure that Bidder has obtained all issued Addenda and included the Addenda with the Bid before submitting it.

F. The District will not be responsible for any failures of the postal service or other delivery services which it may utilize to timely deliver any notices or Addenda.

**3.4. Legal Capacity and Authority of Signatory and Bidder; Financial Integrity.** Upon request by the District, Bidder shall furnish the District with documentation that evidences both the authority of the signatory to execute a binding contract on behalf of Bidder, and documentation proving that Bidder is a legal entity in good standing. The District reserves the right to request documentation establishing the legal standing, financial integrity, and responsibility of Bidder.

**3.5. Pre-Bid Meeting.** No pre-bid meeting will be held by the District; however, interested bidders may view the property by appointment with Superintendent, Ms. Kelli Stewart.

**3.6. Deadline for Submission and Opening of Bids.** Bids will be due at **3:00 p.m. CT on April 6, 2022**, and will be opened publicly on **April 7, 2022 9:00 a.m. CT** in the North Lamar ISD Administrative Offices located at 3130 North Main, Paris, Texas 75460.

**3.7. Modification or Withdrawal of Bids.**

A. A Bid may not be changed, withdrawn, or canceled by Bidder during the time period stipulated in Article VI hereof following the time and date designated for the final receipt of

Bids.

B. Prior to the time and date designated for final receipt of Bids, any Bids submitted may be modified or withdrawn by notice to the District at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of Bidder or its agent, or by facsimile transmission; if by facsimile transmission, written confirmation over the actual signature of Bidder shall be mailed by Bidder to the District, must be postmarked on or before the date and time set for final receipt of Bids, and shall be worded so as not to reveal the dollar amount of the original Bid.

C. Withdrawn Bids may be resubmitted, with or without modification, up to the time and date designated for the final receipt of Bids, if they are then resubmitted fully in conformance with these instructions.

### **3.8. Bidder's Representations.**

A. Each Bidder, by making a Bid, makes the following representations:

1. Bidder has read and understands the Bid Documents (including the Proposed Agreement), and the Bid is made in accordance therewith.

2. The Bid constitutes a **firm offer** to purchase the Property on the terms stated in the Bid Documents and said offer shall be **irrevocable** for the duration of the period specified in Article VI hereof following the time and date designated as the deadline for the final receipt of Bids. Bidder will provide such further information as the District may reasonably request in order to evaluate the Bid, Bidder's ability to perform, and if applicable, to close the sale. If the Bid is awarded to such Bidder, Bidder agrees to sign a contract document in substantially the same form as the Proposed Agreement, setting forth the terms of sale.

## **IV.**

### **TERMS OF SALE**

**4.1 District's Obligation to Sell Property.** The District will not be obligated to sell the Property, until and unless all of the following have occurred:

- (a) the District, acting through its Board of Trustees, accepts a Bid and authorizes the execution of the Agreement with the successful Bidder;
- (b) a final Agreement is executed by the District and Bidder; and
- (c) all conditions precedent for a sale have occurred, and the District is obligated to sell under the terms of the Agreement.

### **4.2. General Terms of Sale.**

A. The Agreement shall govern the terms of sale.

B. The District shall convey its interest in the Property by special warranty deed, in

the form attached as Exhibit D to the Proposed Agreement, subject to rights of parties in possession of the Property, all prescriptive rights, all recorded restrictions, reservations, mineral interests and easements, and all matters shown on Schedule B of the title commitment when issued.

C. The Property will be conveyed subject to any and all occupants' in possession of the Property at the time of Closing.

D. **The bid price shall be a fixed sum, payable in full in U.S. dollars, in a lump sum in cash or cashier's check at closing of sale,** subject to credit for any deposit or earnest money previously deposited by Bidder in consideration for execution of the Agreement. The District has set a minimum bid price of Three Million and 00/100dollars (\$3,000,000.00) for the Purchase of the Property.

E. Additional details of other applicable terms and conditions of the sale of the Property are contained in the Proposed Agreement.

## V.

### **REPRESENTATIONS AND WARRANTIES**

#### **5.1. No Warranties or Representations Made by the District.**

A. It is a material term and condition of the sale that the Property shall be sold "AS IS, WHERE IS, WITH ALL FAULTS."

B. IT IS UNDERSTOOD AND AGREED THAT THE DISTRICT IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN THE DISTRICT'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENT AL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BIDDER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENT AL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, OR REGULATIONS; (ii) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; AND (iii) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY. BIDDER AGREES THAT WITH RESPECT TO THE PROPERTY, BIDDER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF THE DISTRICT

OR ANY AGENT OF THE DISTRICT. BIDDER REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BIDDER'S CONSULTANTS, AND THAT BIDDER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BIDDER'S INSPECTIONS AND INVESTIGATIONS. BIDDER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, THE DISTRICT SHALL SELL AND CONVEY TO BIDDER AND BIDDER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY THE DISTRICT, ANY AGENT OF THE DISTRICT, OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE TERMINATION OF THE AGREEMENT OR THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE SPECIAL WARRANTY DEED. THE DISTRICT IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, EXCEPT FOR THE SPECIAL WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

C. THE DISTRICT EXPRESSLY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF ANY INFORMATION PROVIDED BY ANY TITLE COMPANY, GOVERNMENTAL ENTITY, SURVEYOR, OR ANY OTHER SOURCE, WHICH MAY BE PROVIDED AS A PART OF THE BID DOCUMENTS OR IN CONNECTION WITH THE BID PROCESS. SUCH INFORMATION IS BEING SUPPLIED SOLELY FOR THE PURPOSE OF DISCLOSING THE INFORMATION THE DISTRICT HAS IN ITS POSSESSION REGARDING THE LOCATION AND TITLE TO THE PROPERTY AT THE TIME OF BID SOLICITATION, UPON THE CONDITION AND WITH THE UNDERSTANDING THAT EACH BIDDER IS REQUIRED TO CONDUCT AND WILL IN FACT CONDUCT, ITS OWN INDEPENDENT DETERMINATION OF THE CONDITION, MERCHANTABILITY, FITNESS, AND USABILITY OF THE PROPERTY FOR BIDDER'S PURPOSES, INCLUDING ENVIRONMENTAL, TITLE, AND ACCESS MATTERS, AND THAT BIDDER WILL BE RELYING SOLELY ON SUCH DETERMINATION IN ACQUIRING THE PROPERTY.

The above disclaimers shall be set out in the Agreement.

**5.2. Representations and Warranties by Bidder to the District.** At the time of submission of its Bid and again at the time Bidder signs the Agreement, Bidder shall be deemed to have made the following representations and warranties to the District:



A. Bidder has all requisite power and authority to execute, deliver, and perform the Agreement and all instruments and agreements contemplated thereby, and the person signing the Agreement on behalf of Bidder has full authority to execute the Agreement on behalf of Bidder and to bind Bidder to all the terms and obligations therein.

B. Gratuities in the form of entertainment, gifts, personal or political favors, or otherwise have not been offered or given by Bidder, its employees, officers, representatives, or agents to representatives or employees of the District, where such gratuity was offered or given with the intent to: secure any Bid award, secure any other favorable treatment or consideration, or affect the public bid process which preceded said award; obtain any amendment thereto; or obtain or influence the making of any determination respecting the performance under the Agreement.

C. To the best of Bidder's knowledge and that of Bidder's employees, agents, and representatives, no officer or employee of the District has any financial interest, direct or indirect, in the sale and transfer of the Property by the District to Bidder. The existence of such interest within the knowledge of Bidder or its officers, agents, representatives, or employees, expressed or implied, shall be grounds for voiding of the Agreement at the District's sole discretion.

D. Bidder has or will have at the time of closing of the sale, the financial ability to perform its obligations under the Agreement to purchase the Property.

## **VI.**

### **OPENING AND EVALUATION OF BIDS**

**6.1.** After opening of Bids, the District will evaluate the Bids and determine which Bid(s), if any, to accept. The evaluation will depend upon the price offered but will also depend upon various other factors, including but not limited to: (i) a Bidder's financial integrity, reliability, responsibility, and past performance, if any; and (ii) any and all other factors which, in the sole opinion of the District, have a pertinent bearing on the public interest of the District and its citizens. Bidders whose Bids will not be recommended by the District staff for consideration for a Bid award will be notified as soon as possible of that evaluation result. The District reserves the right to evaluate Bids for up to sixty (60) days following the date for receipt of Bids, and thereafter to post, in accordance with the Open Meetings Act, the matter of the Bid award for action by the District's Board of Trustees.

**The period following the time and date designated in the Notice as the deadline for submitting Bids through and including the Bid opening, evaluation, posting, and consideration by the District's Board of Trustees and the execution of the Agreement, shall be the period during which a Bid shall be an irrevocable firm offer by Bidder to purchase the Property on the terms specified in the Bid Documents, as contemplated in Sections 3.7 and 3.8 above. This period shall not exceed ninety (90) days from the date of Bid opening.**

## **VII.**

### **BID ACCEPTANCE AND AWARD TO BEST BIDDER**

**7.1. Intent to Accept Best Bid(s).** The District intends to accept that Bid(s), which, in the

District's sole judgment, is the best Bid submitted by a responsible Bidder, and which, in the District's sole judgment, is in the District's best interest to accept.

**7.2. Execution of the Agreement.** Upon acceptance of a Bidder's Bid by the District, Bidder agrees to sign an Agreement in substantially the same form as the Proposed Agreement, except for any exceptions or proposed changes set forth by Bidder on the Bid Form and accepted by the District.

**7.3. Right to Reject Any and All Bids.**

A. The District reserves the right to reject any and all Bids for any reason, including but not limited to any failure of a Bid to be accompanied by any material required by the Bid Documents (or later requested as described in the Bid Documents), or to reject a Bid that is in any way incomplete or irregular.

B. The District shall have the right to waive any formality or any irregularity in any Bid(s) received, and to accept the Bid which, in the District's sole judgment, is in the District's best interest.

## **VIII.**

### **MISCELLANEOUS REQUIREMENTS AND CONDITIONS FOR BIDDERS**

**8.1. Gratuities.** The District may, by written notice to Bidder, reject any Bid or cancel any Bid award made subsequent to acceptance of any Bid, without liability of any kind to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by Bidder, or by any agent or representative of Bidder, to any officer or employee of the District or member of the Board of Trustees of the District with a view toward securing a Bid award or securing favorable treatment with respect to the awarding or amending of, or the making of any determinations with respect to the performance of, such an award.

**8.2. Prohibition Against Personal Interest in Contracts.** No officer or employee of the District shall have a financial interest, direct or indirect, in any contract with the District, or shall be financially interested, directly or indirectly, in any proposed transaction, except on behalf of the District as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, express or implied, of the person, corporation, or other legal entity bidding or contracting with the District shall render any subsequent Bid award awarded on the basis of any such Bid voidable by the District.

**8.3. List of Exhibits and Attachments.**

Exhibit "A" — Property Description

Exhibit "B" — Bid Form

Exhibit "C" — Public Notice

Exhibit "D" — Earnest Money Contract ("Proposed Agreement"), and exhibits thereto, including form of Special Warranty Deed

## **EXHIBIT A**

### **Description of the Property**

#### **TRACT ONE:**

APPROXIMATELY 30.002 ACRES LOCATED ON THE EAST SIDE OF US HWY 271,  
ABOUT 1 MILE NORTH OF LOOP 286 IN PARIS, LAMAR COUNTY, TEXAS

## **EXHIBIT B**

### **Bid Form**

## BID FORM

RE: 30 ACRES, PARIS, LAMAR COUNTY, TEXAS, TOGETHER WITH ANY IMPROVEMENTS THEREON

**1. Bidder:**

- a. Full legal name of Person(s), Company, Partnership or Sole Proprietorship bidding:

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- b. If applicable, State of Incorporation or Principal Place of Business:

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- c. Name, address, phone number, and fax number (if available) of the contact person for Bidder, who is authorized to represent Bidder in connection with the Bid Documents:

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- d. If Bidder is a corporation or other entity, Bidder has attached the following documents evidencing (i) the authority of the entity to make this Bid, and (ii) the authority of the person(s) signing on behalf the entity, (including the contact person designated above to act on behalf of the entity):

- ☐ corporate resolution
- ☐ partnership agreement
- ☐ by-laws  
and/or
- ☐ other appropriate documents (if other, please specify: .

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2. **Bid Price:** The District has set a **minimum bid price of \$3,000,000.00** for the purchase of the Property.

a. The purchase price bid is \_\_\_\_\_  
(\$\_\_\_\_\_), to be paid by Bidder **IN CASH OR CASHIER'S CHECK** at Closing as full payment for the Property.

3. The following is Bidder's information for purposes of notice in Paragraph 23 of the Proposed Agreement:

If to Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

FAX: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

FAX: \_\_\_\_\_

4. Changes in Proposed Agreement:

a. Please specify all changes or modifications to the terms of the Proposed Agreement attached as Exhibit D to the Bid Package that Bidder desires to incorporate into the Proposed Agreement to purchase the Property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach additional pages if necessary)

b. Is Bidder's Bid conditioned upon the District's acceptance of the changes or modifications to the Proposed Agreement stated above?

Check One: ☐ Yes ☐ No

Explain: \_\_\_\_\_  
(attach additional pages if necessary)

5. Bidder hereby acknowledges receipt of all Addenda issued by the District, if any, subsequent to the issuance of the Bid Package.
6. In submitting this Bid, Bidder certifies that:
  - a. This Bid constitutes a firm offer to purchase the Property described in Article I of the Bid Instructions on the terms stated in the Bid Documents, and Bidder understands that said offer shall be irrevocable for the duration of the period specified in Article VI of the Bid Instructions following the time and date designated as the deadline for submitting Bids.
  - b. The undersigned is authorized to bind Bidder.
  - c. The purchase price stated in this Bid has been arrived at independently by Bidder. Bidder has engaged in no consultation, communication, or agreement with any competitor regarding said price, or any matter relating to such price, the purpose of which is to restrict competition.
  - d. Bidder complies, or agrees to comply, with all requirements set forth in the Bid Documents.
  - e. Bidder understands that this Bid will entitle it to be considered as a potential purchaser of the Property from the District subject to the terms and conditions of the Bid Documents and that the District will determine, in its sole discretion, whether to accept all, part, or none of Bidder's bid.
7. If this Bid is accepted, Bidder agrees to fully comply with the Bid Documents including the Agreement, in strict accordance with same.
8. The Bid Documents are incorporated herein by reference and made a part hereof for all purposes. All capitalized terms not otherwise defined herein shall have the same meanings as provided in the District's Bid Package for the Sale of the Property known as 30 acres, Paris, Texas, as the same may be modified as herein provided.

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(Bidder)

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(Signature of Authorized Officer, if applicable)

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(Signer's Printed Name and Title)

---

(area code) (phone number)

Date: \_\_\_\_\_



## **EXHIBIT C**

### **Public Notice**

**PUBLIC NOTICE**  
**SALE OF SCHOOL DISTRICT PROPERTY**

The Board of Trustees of the North Lamar Independent School District (“NLISD”) is seeking Bids for the purchase of three tracts of real property owned by the District. The three tracts to be sold are as follows: (Tract One) is approximately 30.002 acres of land located on the east side of US Hwy 271, about a mile north of Loop 286 in Paris, Lamar County, Texas; (Tract Two) is approximately 1.06 acres of land located in the northeast quadrant of Main Street and Stone Avenue in Paris, Lamar County, Texas; and (Tract Three) is approximately .78 acres of land located in the northeast corner of Main Street and Stone Avenue in Paris, Lamar County, Texas. The property may be viewed by interested bidders through appointment with Superintendent of Schools, Ms. Kelli Stewart.

Bid Packages, including instructions and bid forms, are available in the NLISD Administrative Office at 3130 North Main, Paris, Texas 75460. All bidders must strictly comply with the bid specifications outlined in the Bid Packages. Bid Packages will be available for pick up at 3130 North Main, Paris, Texas 75460 or online at [www.northlamar.net](http://www.northlamar.net) by March 21, 2022. The deadline for submitting written and sealed bids is April 6, 2022 at 3:00 p.m. Bids will be received at the NLISD Administrative Office at 3130 North Main, Paris, Texas 75460. Any Bid received after the deadline will be returned unopened.

All bids timely received shall be opened and read aloud on April 7, 2022 at 9:00 a.m. and will thereafter be available for public inspection. NLISD reserves the right to accept or reject any or all Bids, and to award in the best interest of the District.

## **EXHIBIT D**

Earnest Money Contract ("Proposed Agreement")

## **EARNEST MONEY CONTRACT**

1. **PARTIES:** North Lamar Independent School District ("Seller") agrees to sell and convey to \_\_\_\_\_ ("Buyer") and Buyer agrees to buy from Seller the real property described below.
2. **PROPERTY:** Being approximately 30.002 acres of land with improvements more or less located at US Hwy 271, about a mile north of Loop 286, Paris, Texas, and more accurately depicted in Exhibit "A" attached hereto.
3. **SALES PRICE:** Buyer agrees to pay \_\_\_\_\_ for the above-referenced tract.
4. **FINANCING:** Buyer agrees to pay cash at the time of closing.
5. **EARNEST MONEY:** Buyer shall deposit \_\_\_\_\_ as Earnest Money with \_\_\_\_\_, Title Company, as escrow agent, within forty-eight (48) hours of execution of this contract by both parties. All Earnest Money is to be applied to the purchase price.
6. **TITLE POLICY AND SURVEY:**
  - A. **TITLE POLICY:** Buyer shall obtain, at its expense, an owner policy of title insurance (the Title Policy) issued by \_\_\_\_\_ (hereinafter the "Title Company") in the amount of the Sales Price, dated at or after closing, insuring 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. The standard printed exception for standby fees, taxes, and assessments.
    2. Liens created as part of the financing described in Paragraph 4.
    3. Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
    4. The standard printed exception as to shortages in the area of boundary lines, encroachments, protrusions, or overlapping improvements.
    5. The standard printed exception as to the marital rights.
    6. The standard printed exception as to waters, tidelands, beaches, streams, and related matters.

Within ten (10) days after the Title Company receives a copy of this contract, Title Company shall furnish to Buyer a commitment for title insurance (the Commitment) and, at Buyer's expense, legible copies of all documents referred to in the title commitment, the proposed warranty deed, survey, restrictive covenants, and documents evidencing exceptions in the Commitment other than the standard printed exceptions. If the Commitment is not delivered to Buyer within the

specified time, the time for delivery will be automatically extended up to fifteen (15) days. Buyer will have thirty (30) days after the receipt of the Commitment to object in writing to matters disclosed in the Commitment.

- B. SURVEY: Seller has obtained a survey of the property within the 12 months prior to the execution of this Agreement. Buyer, if it chooses, may obtain, at its expense, a survey (the "Survey") of the property. The survey must be made by a Registered Professional Land Surveyor acceptable to the Title Company and any lender if the Buyer chooses not to rely on the Seller's survey. Utility easements created by the dedication deeded and plat of the subdivision in which the Property is located will not be a basis for objection.

Buyer may object to existing building and zoning ordinances, items 6.A.(1) through (6) above, and matters shown on the survey if Buyer determines that any such ordinance, items, or matters prohibit the following use or activity: The intended use of the Property by Buyer is to \_\_\_\_\_

Buyer's failure to object under Paragraph 6.A. or 6.B. within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in the Commitment will not be deemed to have been waived. Seller shall cure the timely objections of Buyer or any third party lender within ten (10) days from the date Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured by the extended Closing Date, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer elects to waive objections.

7. **NOTICE TO SELLER AND BUYER:**

- A. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- B. 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 of the Texas Water Code requires Seller to deliver and 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.
- C. If the Property abuts the tidally influenced waters of the state, Section 33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum either promulgated by the Texas Real Estate Commission (TREC) or required by the parties should be used.
- D. 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 Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum either promulgated by TREC or required by the parties should be used. (See Addendum A attached)
- E. If the Property is located outside the city limits of a municipality, Seller notifies 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.

- F. Buyer may enforce specific performance of the contract if Seller fails to cure a title objection which is curable.
8. **PROPERTY CONDITION - INSPECTIONS, ACCESS, AND UTILITIES:** Buyer may have the property inspected by an inspector selected by Buyer, licensed by TREC or otherwise permitted by law to make such inspections. Seller shall permit access to the Property at reasonable times for investigations or inspections relating to title and survey, feasibility, geotechnical and environmental assessment, threatened or endangered species, wetlands, archeological impact, and for re-inspection after repairs and treatment, if any, have been completed.
9. **INVESTIGATION PERIOD:** Buyer shall have thirty (30) days after execution of the Purchase Contract, subject to adjustment under Paragraph 11 hereof, to perform various investigations which may include, but are not limited to, review of title, environmental studies, utility availability, confirmation of entitlements, environmental audits, code compliance, and any other investigations Buyer deems appropriate ("Investigation Period"). Buyer shall have the option of one (1) thirty (30) day extension of the Investigation Period. In the event Buyer, in its sole judgment, concludes that the results of such investigations are unsatisfactory, Buyer may terminate the Purchase at or prior to the end of the Investigation Period and receive a full, immediate refund of all Earnest Money.
10. **BROKER'S FEES:** Seller and Buyer agree that neither has engaged the services of a Broker and, accordingly, no broker's fees will be paid by either party.
11. **CLOSING:** The closing of the sale will be on or before thirty (30) days after the end of the Investigation Period. The Closing Date will be extended up to fifteen (15) days, if necessary, to comply with standard closing requirements (for example, appraisal, survey, insurance policies, repairs, closing documents, etc.). If either party fails to close this sale by the Closing Date, the non-defaulting party will be entitled to exercise the remedies contained in Paragraph 16. At closing, Seller shall furnish tax statements or certificates showing no delinquent taxes and a Special Warranty Deed conveying good and indefeasible title showing no additional exceptions to those permitted in Paragraph 6.
12. **POSSESSION:** Seller shall deliver possession of the Property to Buyer on the date of closing and funding in its present or required repaired condition, ordinary wear and tear excepted. Any possession by Buyer prior to the closing or by Seller after closing which is not authorized by a temporary lease form promulgated by TREC or required by the parties will establish a tenancy-at-sufferance relationship between the parties.

13. **SETTLEMENT AND OTHER EXPENSES:**

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

1. Appraisal fees will be paid by Buyer, if the Buyer has another survey or appraisal completed.
2. Seller's Expenses: releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; and other expenses stipulated to be paid by Seller under other provisions of this contract, if any.
3. Buyer's Expenses: Survey, if any, and title insurance cost. Preparation and recording of deed of trust to secure assumption; lender required expenses incident to new loans, including PMI premium, preparation of loan documents, loan related inspection fee, recording fees, tax services and research fees, warehouse or underwriting fees, copies of restrictions and easements, amortization schedule, premiums for mortgagee title policies and endorsements required by lender, credit reports, and photos; required premiums for flood and hazard insurance; required reserve deposit for insurance premiums and ad valorem taxes; interest on all monthly installment notices from date of disbursements to one month prior to dates of first monthly payments; customary Program Loan costs for Buyer; one-half of any escrow fees; and other expenses stipulated to be paid by Buyer under other provisions of this contract.
4. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to such excess.

14. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues, and rents will be prorated through the Closing Date. Seller is a governmental entity and Buyer is a \_\_\_\_\_. If taxes for the current year vary from the amount prorated at closing the parties shall adjust the prorations when tax statements for the current year are available in accordance with Chapter 26, Texas Tax Code. Buyer shall pay the premium for a new property insurance policy. Buyer will be responsible for any roll back taxes, if applicable, due to a change in the use of this property.

15. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to fifteen (15) days and the Closing Date will be extended as necessary or, (c) accept the Property in its damaged condition and accept an assignment of insurance proceeds. Seller's obligations under this paragraph are independent of any obligations of Seller under Paragraph 7.

16. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (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 Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, Buyer may either (a) extend the time for performance up to 30 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 Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (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, thereby releasing both parties from this contract.

17. **DISPUTE RESOLUTION:** It is the policy of the State of Texas to encourage peaceable resolution of disputes through alternative dispute resolution procedures. The parties agree to submit to mediation any disputes which cannot be resolved in good faith through informal discussion.
18. **ATTORNEY'S FEES:** In the event of a dispute, each party in any legal proceeding brought under or with respect to the transaction described in this contract shall be responsible for their own costs and attorney's fees.
19. **ESCROW:** The earnest money, if any, is deposited with escrow agent with the understanding that escrow agent is not (a) a party to this contract and does not have any liability for the performance or nonperformance of any party to this contract, (b) liable for interest on the earnest money, and (c) liable for any loss of earnest money caused by the failure of any financial institution in which the earnest money has been deposited, unless the financial institution is acting as escrow agent. At closing, the earnest money must be applied first to any cash payment, then to Buyer's closing costs and any excess refunded to Buyer. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties. If one party makes written demand for the earnest money, escrow agent shall give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within thirty (30) days after noticed to the other party, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money. Escrow agent's notice to the other party will be effective when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the other party at such party's address shown below. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
20. **REPRESENTATIONS:** Seller represents that as of the Closing Date (a) 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 Buyer, and (b) assumed loans will not be in default. If any representation in this contract is untrue on the



Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.

21. **FEDERAL TAX REQUIREMENT:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person" then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.
22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are: Special Conditions Addendum, Addendum A and Addendum B – Special Warranty Deed which are attached hereto.
23. **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 machine as follows:

**To Buyer at:**

**To Seller at:**

**EXECUTED** the \_\_\_\_ day of \_\_\_\_, 2022 (THE EFFECTIVE DATE).

NORTH LAMAR INDEPENDENT SCHOOL  
DISTRICT

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

The undersigned hereby acknowledges receipt of the \$\_\_\_\_\_ Earnest Money provided in the foregoing Contract, agrees to hold such Earnest Money pursuant to the terms and provisions of the contract and agrees to abide by and perform in accordance with the terms and conditions of escrow contained in the Contract.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_

### **SPECIAL CONDITIONS ADDENDUM**

1. Seller hereby represents and warrants that Seller is not an employee, officer, or trustee of the Purchaser, nor related to any officer or trustee of Buyer.
2. Seller maintains, to the best of its knowledge, that it is not an individual or organization in which there exists such a connection or interest in Buyer that might affect the exercise of the best judgment of the Buyer in the purchase of said property.
3. Buyer represents that it will provide a Title Policy for the property.

EXECUTED:

NORTH LAMAR INDEPENDENT SCHOOL  
DISTRICT

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Buyer

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Seller

**ADDENDUM "A" TO THE EARNEST MONEY  
CONTRACT**

**ADDENDUM TO THE EARNEST MONEY CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY:** As described on the attached Exhibit "A."

**TITLE AND SURVEY:** Buyer, at Buyer's expense, may obtain a Title and Survey Report prepared by a title specialist/licensed surveyor.

**FEASIBILITY:** Buyer, at Buyer's expense, may obtain a Feasibility Report prepared by an architect or design specialist.

**GEOTECHNICAL:** Buyer, at Buyer's expense, may obtain a Geotechnical Report or soils analysis prepared by a licensed professional engineer or laboratory.

**ENVIRONMENTAL ASSESSMENT:** Buyer, at Buyer's expense, may obtain an Environmental Assessment Report prepared by an environmental specialist.

**THREATENED OR ENDANGERED SPECIES:** Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.

**ARCHEOLOGICAL IMPACT:** Buyer, at Buyer's expense, may obtain a report from an archeological specialist to determine if there are archeological or cultural sites, as defined by federal or state law or regulation.

NORTH LAMAR INDEPENDENT  
SCHOOLDISTRICT

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Buyer

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Seller

# SPECIAL WARRANTY DEED

## SPECIAL WARRANTY DEED

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By acceptance of this Special Warranty Deed, Grantee (for itself and its successors and assigns) assumes payment of all property taxes on the Property for the year 202\_, there having been a proper proration of taxes for the current tax year as of the date hereof, and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership from and after the date hereof.

[Remainder Intentionally Blank]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of the \_\_\_\_ of \_\_\_\_, 202\_\_.

\_\_\_\_ INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS                    §  
   §  
COUNTY OF \_\_\_\_\_           §

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_, 202\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ INDEPENDENT SCHOOL DISTRICT, a Texas Political Subdivision, on behalf of said entity.

[Seal]

\_\_\_\_\_  
Notary Public  
My commission expires:



