

NEWSPAPER ADVERTISEMENT

NOTICE OF SALE OF REAL PROPERTY VIDOR INDEPENDENT SCHOOL DISTRICT

Vidor ISD will receive sealed written bids at the office of the Vidor ISD Director of Support Services, 505 Orange Street, Vidor, TX 77662 until 2:00 p.m. on Tuesday, February 12, 2019 from parties desiring to purchase, for cash, the surface estate of an approximately 25.53-acre tract of school property located near the easterly dead-end of Byrd Street in the southern part of Vidor, Orange County, Texas, and being that same called 25.347-acre tract conveyed to Vidor Independent School District of record in Volume 732, Page 091 of the Official Public Records of Orange County, Texas. Minimum Bid \$100,000. The property is to be sold in its present condition and "AS IS AND WITH ALL FAULTS" and buyer will pay all costs associated with sale to net seller the total amount of the winning bid. Bidders should exercise their own due diligence regarding property suitability and compliance with city restrictions. A Bid Packet containing instructions applicable to this bid process will be available in the office of the Vidor ISD Director of Support Services, 505 Orange Street, Vidor, TX 77662 during regular business hours or on the Vidor ISD website at www.vidorisd.org/Bids-Proposals. All potential bidders are encouraged to request a Bid Packet to ensure bidders are familiar with the bid requirements. Sealed bids for the purchase of this property must be marked "**ATTENTION: ROBERT GODEAUX - BID FOR 25.53 ACRE TRACT - DO NOT OPEN.**" Bids not received by the deadline specified herein or that do not comply with the bid requirements will not be considered. All inquiries should be directed to Robert Godeaux, Director of Support Services, at the above address, telephone 409-951-8700. Vidor ISD reserves the right to accept or reject any or all bids submitted in the best interest of the school district.

**INSTRUCTIONS FOR BID PACKET- BID REQUIREMENTS
SALE OF REAL PROPERTY**

The Vidor Independent School District (“Vidor ISD” or “VISD”) is offering for sale the surface estate of an approximately 25.53-acre tract of school property located near the easterly dead-end of Byrd Street in the southern part of Vidor, Orange County, Texas, and being that same called 25.347-acre tract conveyed to Vidor Independent School District of record in Volume 732, Page 091 of the Official Public Records of Orange County, Texas, together with all improvements thereon.

1. Offers must be submitted in a sealed envelope and must be received at the Office of the Director of Support Services for VISD located at 505 Orange Street, Vidor, Texas 77662 on or before 2:00 p.m., Tuesday, February 12, 2019.

BID PACKETS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE ACCEPTED. Bids may be personally delivered, sent by U.S. Postal Service, Federal Express, or by other express delivery. **FAXED PROPOSALS WILL NOT BE ACCEPTED.** To be considered, responses must be received at the above address no later than the date and time indicated above. **VIDOR ISD IS NOT RESPONSIBLE FOR NEGLIGENCE, ERROR, OR OTHER FAILURE OF THE U.S. POSTAL SERVICE OR AN EXPRESS DELIVERY SERVICE TO DELIVER A SUBMISSION BY THE DEADLINE OR TO A LOCATION OTHER THAN THE OFFICE ADDRESS ABOVE. OFFERORS ASSUME ALL RISK OF SUBMISSION BY MAIL OR DELIVERY SERVICE.**

2. The sealed envelope must be marked: **"ATTENTION: ROBERT GODEAUX - BID FOR 25.53 ACRE TRACT - DO NOT OPEN."**
3. Offers shall be submitted on the enclosed Sealed Bid Offer Form.
4. The minimum required bid is **\$100,000.00.**
5. Earnest money equal to ten percent (10%) of the accepted bid will be required to be delivered to Capital Title Company by the successful offeror, as required by these bid instructions and requirements.
6. A metes and bounds survey of the Property was obtained on December 12, 2018 and the survey's field notes are included in this Bid Packet.
7. The successful offeror will be required to pay all costs associated with the conveyance of the property, including, but not limited to, all closing costs, the cost of the title commitment, and the cost of a survey, so that Vidor ISD will net the total amount of the accepted bid.
8. The surface estate of the property is sold subject to any conditions, covenants, easements, mineral interests, and restrictions of record in the Deed Records of Orange County, Texas.
9. Vidor ISD will retain its interest in the mineral/subsurface estate of the property.
10. The property and all existing improvements are sold **AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS.** Vidor ISD makes no representations or warranties whatever, express or implied, regarding the condition of the property.

Vidor ISD further DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES as to the condition of the property and further DISCLAIMS THAT THE PROPERTY IS FIT OR SUITABLE FOR ANY PURPOSE OR USE INTENDED BY THE OFFEROR OR PURCHASER.

11. No personal property of Vidor ISD located on, in, or about the property is included in this sale.
12. Additional terms and conditions of sale are included in the enclosed Sales Contract Form, a finalized version of which must be executed by the successful Offeror upon presentment following VISD's official acceptance of the Offeror's bid. These additional terms and conditions may be waived or modified at the sole discretion of VISD.
13. Conveyance of the property to the successful offeror shall be by a No Warranty Deed or by a Deed Without Warranty.
14. Offers will be evaluated by the Board of Trustees of the Vidor Independent School District or its delegates. The Board will accept the offer that it deems to be in the best interests of the District. The Board may consider any relevant factors affecting the interests of the District.
15. Vidor Independent School District reserves the right to reject any and all bids.
16. This bid packet contains the following documents:
 - Instructions for Bid Packet- Bid Requirements
 - Newspaper Advertisement
 - Sealed Bid Offer Form
 - Real Estate Sales Contract Form
 - Deed Without Warranty (No Warranty Deed) Form
 - Metes and Bound Survey Field Notes

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SEALED BID OFFER FORM

25.53-acre Tract of Land

1. Name and Address of Offeror:

2. Telephone: _____ Fax: _____

E-Mail Address: _____

3. Person to Contact: _____

4. Bid Price: \$ _____

5. Offeror has read the newspaper notice, the instructions including the conditions of sale, the Deed Without Warranty (No Warranty Deed), and the Real Estate Sales Contract and consents to the terms thereof except as expressly noted below:

OFFEROR/Authorized Representative

Date: _____

CONTRACT FOR SALE OF REAL PROPERTY

State of Texas §
 §
County of Orange §

THIS CONTRACT OF SALE is between **VIDOR INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, 120 E. Bolivar, 120 E. Bolivar, Vidor, Texas 77662 (referred to in this Contract as “Seller”) and _____ (referred to in this Contract as “Buyer”), on the terms set forth in this Contract, and is effective on the date (“Effective Date”) of the last of the signatures by Seller and Buyer as parties to this Contract. Buyer must deliver the Earnest Money to Title Company and obtain Title Company’s signature before the Earnest Money Deadline provided in Article III for this Contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

AGREEMENT

In consideration of the mutual covenants, agreements, and obligations stated below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

**ARTICLE I
PURCHASE AND SALE**

1.01. Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis, the surface estate of an approximately 25.53-acre tract of school property located near the easterly dead-end of Byrd Street in the southern part of Vidor, Orange County, Texas, and being that same called 25.347-acre tract conveyed to Vidor Independent School District of record in Volume 732, Page 091 of the Official Public Records of Orange County, Texas, being more particularly described in **Exhibit A**, attached to and incorporated in this Contract by reference, reserving and excepting the following:

- (a) Any and all easements, rights-of-way, roadways, and/or prescriptive rights, whether of record or not; rights of any and all parties in possession; all restrictions and covenants, and conditions running with the land; all presently recorded and validly existing restrictions, reservations, covenants, conditions, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements; and
- (b) All oil, gas, other liquid and gaseous hydrocarbons, and other minerals of every kind and character in, on, and under and that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, other liquid and gaseous

hydrocarbons, and other minerals of every kind and character and removing the same therefrom. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

The real property described above, and any rights or appurtenances are referred to in this Contract as the "Property."

ARTICLE II SALES PRICE

Amount of Sales Price

2.01. The sales price for the Property will be the sum of: _____ **Dollars**
(\$_____).

Payment of Sales Price

2.02. The Sales Price will be payable as follows:

- (a) The full amount of the Sales Price will be payable in cash at the closing.

ARTICLE III EARNEST MONEY

3.01. Earnest Money Deposit. Within three (3) business days after this Contract is fully executed by Seller and Buyer, Seller will deposit with Capital Title Company ("Title Company"), at 719 W. Front St., Orange, Texas 77630, a fully executed original counterpart of this Contract. In addition, within 5 business days, or another time period as may be agreed upon by the Parties hereto, after an original executed counterpart of this Contract is deposited with the Title Company, Buyer will deposit with the Title Company ten (10) percent of the Sales Price to ensure prompt observance of this Contract by Purchaser ("Earnest Money Deposit"). The Earnest Money Deposit is non-refundable except in the event Seller's breach of this Contract, and the Title Company is authorized to immediately deliver the Earnest Money Deposit to Seller in the event that this Contract is terminated or the sale of the Property fails to close for any reason not caused by Seller's breach of this Contract. All interest accruing on the Earnest Money Deposit will become a part of the Escrow Deposit and will be delivered to the party entitled to receive the Earnest Money Deposit. Buyer will accept all risks relating to the Earnest Money Deposit. The Earnest Money Deposit will apply to the Sales Price at Closing or be otherwise disbursed by the Title Company under this Contract.

3.02. Refundability. After the Inspection Period (as defined in Article V) expires, the Earnest Money Deposit will be nonrefundable to Buyer, except that the Earnest Money Deposit will be promptly refunded to Buyer and the parties will have no further obligations if this Contract is terminated due to Seller's breach or default of this Contract.

**ARTICLE IV
TITLE AND SURVEY**

Statutory Notice

4.01. The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

Definitions

4.02. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, or directly by Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

4.03. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a surveyor satisfactory to Title Company, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category. A survey was obtained by Seller on December 12, 2018 and the survey's field notes are included as an attachment to this Contract.

Delivery of Title Commitment and Legible Copies

4.04. Within 30 calendar days after the Effective Date of this Contract, Seller shall furnish the Title Commitment to Buyer, *at Buyer's expense*, and shall furnish, *at Buyer's expense*, legible copies of the instruments referenced in the Title Commitment with 5 business days after the delivery of the Title Commitment.

Survey

4.05. If the survey field notes attached to this Contract is not acceptable to the Title Company, Buyer shall obtain a new survey at Buyer's expense within 30 calendar days of the Effective Date of this Contract and will be deemed to have received the survey on the date of actual receipt.

Review of Title Commitment and Survey; Title Objections

4.06. Buyer has until 15 calendar days after the delivery of the Title Commitment ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. If Buyer notifies Seller of any Title Objections, Seller has seven business days from receipt of Buyer's notice to notify Buyer whether or not Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does

not agree to cure all the Title Objections before closing, Buyer may, at its option, terminate this Contract without liability to Seller by providing Seller with written notice of same by the earlier of five business days after the deadline for the giving of Seller's Cure Notice or one day prior to the date of closing, whichever is earlier. The termination of this Contract as described above shall be **Buyer's sole remedy**. If Buyer fails to terminate this Contract by written notice to Seller and the Title Company within the five-day (5-day) period, Buyer will be deemed to have elected to accept title in its current condition without any adjustment in the Purchase Price, and Buyer's objections will be deemed to have been waived for all purposes. Any items or exceptions to title that are accepted or waived by Buyer or deemed to have been accepted or waived by Buyer are referred to as the "Permitted Exceptions."

ARTICLE V INSPECTION AND EXAMINATION

5.01. Inspection Period. Buyer, if it chooses to inspect the Property, will have a period of twenty (20) calendar days after the Effective Date ("Inspection Period"), during which time Buyer, or its authorized agents or representatives, will be entitled to enter on the Property for the purpose of inspecting, examining, and conducting tests on the Property at the Buyer's sole cost and expense.

5.02. Entry onto the Property. The inspection and examination of the Property during the Inspection Period will be governed by the following terms:

- a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, with coverages and in amounts that are substantially the same as those maintained by Seller or with such lesser coverages and in such lesser amounts as are reasonably satisfactory to Seller.
- b. Buyer may not interfere in any material manner with existing operations or occupants of the Property.
- c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests. All tests must be completed before the end of the Inspection Period.
- d. If the Property is physically altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs.
- e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days after their preparation or receipt.
- f. Buyer must abide by any other reasonable entry rules imposed by Seller.

5.03. Termination. If, as a result of the Buyer's inspection, or by any other means, Buyer or Seller becomes aware of the existence of toxic or hazardous wastes (including asbestos) or other environmental contamination on or within the Property, Buyer will have the right to immediately terminate this Contract ***before*** the Inspection Period expires. If Buyer terminates this Contract under this Section, the Earnest Money Deposit will be returned to Buyer and the Parties will have no further obligations under this Contract except for those that expressly survive its termination.

5.04. Buyer's Indemnity and Release of Seller.

- a. *Indemnity.* Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this Contract and closing.
- b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

**ARTICLE VI
CLOSING**

6.01. Closing Date. The closing will be held at the office of Capital Title Company ("Title Company"), at 719 W. Front St., Orange, Texas 77630, on or before the ___th day after the date of the execution of this Contract ("Closing Date") or at the time, date, and place otherwise mutually agreed on by Seller and Buyer in writing.

6.02. Closing Costs.

- a. *Seller's Costs.* Seller will not pay any closing costs or any other charges or costs associated with this Contract, sale, and/or transaction, and will be responsible to pay only its own expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer **will pay all** closing costs; all charges for the Title Policy; the entire escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain the Survey and certificates or reports of ad valorem taxes; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if any; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the mortgagee's title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this Contract; Buyer's expenses and attorney's fees; and all other charges and costs in any way related to this Contract, sale, and/or transaction.

6.03. Prorations. There shall be no property tax proration as a part of this transaction. Seller is a political subdivision of the State of Texas and has no ad valorem tax liability. Seller assumes no responsibility for any outstanding taxes as may be due from its predecessors in interest. Buyer will be responsible for all ad valorem taxes.

6.04. Roll Back Taxes. Any Roll Back Taxes as may become due as a result of a change in the uses of the Property or on any other basis are not the responsibility of Seller, and Seller shall have no liability to Buyer for same.

6.05. Brokers' Commissions. Buyer indemnifies and agrees to defend and hold Seller harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract, whether the claimant is disclosed to the indemnitee or not. At closing, Buyer will provide Seller with a release of broker's or appraiser's liens from all brokers or appraisers for which Buyer was responsible.

6.06. Seller's Obligations at Closing. At the closing, Seller will:

- a. Deliver to Buyer a properly executed and acknowledged Deed Without Warranty (No Warranty Deed) conveying Seller's title in fee simple to the surface of the Property, subject, however, to all covenants, conditions, reservations and interest of record and/or as noted and subject to the reservation of all mineral rights.
- b. An affidavit required under Internal Revenue Code section 1445 stating, under penalty of perjury, that neither Seller nor any other party so swearing is a foreign person within the meaning of Section 1445. {See 26 U.S.C. §1445(b), (f)(3).}
- c. Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing at Buyer's sole cost and expense.
- d. Deliver to Buyer possession of the Property at Closing, after completion of funding, subject only to the Permitted Exceptions.

6.07. Buyer's Obligations at Closing. At closing, Buyer will:

- a. Pay the cash portion of the sales price in full.
- b. Deliver to Seller and the Title Company the counterparts of the document referred to in Section 6.05(b), which will be duly executed by Buyer and, if appropriate, acknowledged, together with any other necessary or appropriate items or instruments.
- c. Pay all closing costs and other costs and fees associated with the Transaction.
- d. Deliver any documents reasonably requested by the Title Company or required by this Agreement to confirm that this transaction and the parties executing the documents are fully authorized and empowered to act.

6.08. Failure to Close. If, due to the fault of Buyer, this transaction fails to close on the date of Closing or upon any agreed-upon extension of that date, an automatic termination of this Contract shall be deemed to have occurred, and all Earnest Money shall be immediately tendered by the Title Company to Seller.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

Seller's Representations and Warranties

7.01. Seller represents and warrants to Buyer as follows:

- a. Authority. Seller is an independent school district duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
- b. Litigation. There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract.
- c. No Other Obligation to Sell the Property or Restriction against Sale. Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
- d. Environmental. Seller has no actual knowledge of and has not received any written notice about any violation of Environmental Laws related to the Property or the presence or release of Hazardous Substances on or from the Property or any adjacent property. Neither Seller nor, to Seller's actual knowledge, any other person or entity has ever (1) used, generated, processed, stored, disposed of, released, or discharged any Hazardous Substances on, under, or about the Property, or (2) transported Hazardous Substances to, from, or across the Property except as reflected in any environmental report, studies, or written disclosure actually delivered by Seller to Buyer. To Seller's actual knowledge, the Property is in compliance with all applicable Environmental Laws. To Seller's actual knowledge, there are no orders, judgment, claims, suits, or proceedings concerning or affecting the Property relating to any Environmental Law. Seller has not received any written notice of any threatened or pending suit or proceeding concerning the Property relating to any Environmental Law. The term "Environmental Laws" includes but is not limited to any federal, state, or local law, ordinance, order, decree, rule, regulation, or common law in effect on the Effective Date of this Agreement or later enacted or imposed, pertaining to health, safety, land use, or environmental protection, including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Clean Water Act, 33 U.S.C. §1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., and any similar state law, each as amended. The term "Hazardous Substance" includes but is not limited to any substance that (1) at any time is listed or determined to be a hazardous waste, hazardous substance, pollutant, contaminant, or toxic material in or under an Environmental Law, or (2) has been or is determined at any time by any agency or court to be regulated under any Environmental Law, or (3) the presence of which requires investigation, removal, or remediation under any Environmental Law, but does not include any janitorial supplies in quantities and strengths normal and necessary for the maintenance of property similar to the Property, if sold, kept, and used in accordance with all Environmental Laws. The term "Hazardous Substance" also includes but is not limited to asbestos and polychlorinated biphenyls. To Seller's actual knowledge, the Property has not been used as a landfill or as a dump for garbage or refuse.

- e. Terrorist Organizations Lists. Neither Seller nor, to Seller's actual knowledge, any of its respective partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is or will become a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control of the Department of the Treasury (including those named on the OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001), or other governmental action.
- f. No Other Representations. Except as stated above, Seller makes no representation with respect to the Property.
- g. No Warranty. Seller has made no warranty of any kind regarding the Property, the Property's title, the fitness of the Property for any particular purpose, or any other warranty of any kind regarding the Property or in connection with this Contract.

Buyer's Representations and Warranties

7.02. Buyer represents and warrants to Seller as follows:

- a. Authority. Buyer has been duly organized and is in good standing under the laws of the state of its organization. Buyer has the legal right and authority to enter into this Agreement and to make the transactions under this Agreement. The execution, delivery, and performance of this Agreement have been duly authorized, and no other action by Buyer is required for the valid and binding execution, delivery, and performance of this Agreement, except as otherwise expressly provided. There is no agreement to which Buyer is a party or, to Buyer's knowledge, binding on Buyer that is in conflict with this Agreement.
- b. Terrorist Organizations Lists. Neither Buyer nor, to Buyer's actual knowledge, any of its respective partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is or will become a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control of the Department of the Treasury (including those named on the OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001), or other governmental action.

ARTICLE VIII AS IS, WHERE IS, AND WITH ALL FAULTS

BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS ACQUIRING THE PROPERTY **AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS**, AND FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN SECTION 7.01 OF THIS CONTRACT, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY

REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS, OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES THAT BUYER MAY INTEND TO CONDUCT, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, (E) THE HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT; AND BUYER WILL NOT SEEK RECOURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST, OR EXPENSE SUFFERED OR INCURRED BY BUYER WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE. BUYER ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER. BUYER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF SELLER CONCERNING THE PROPERTY, AND SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THAT INFORMATION, IT BEING INTENDED BY THE PARTIES THAT BUYER WILL VERIFY THE ACCURACY AND COMPLETENESS OF THAT INFORMATION ITSELF. BUYER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS, AND OTHER STATEMENTS IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS CONTRACT AND THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS, AND OTHER STATEMENTS IN THIS SECTION.

ARTICLE IX BREACH BY SELLER

If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason, except Buyer's default, Buyer may, as its sole and exclusive remedy for breach, terminate this Contract by written notice to Seller and the Title Company, and upon any such termination the Title Company will immediately deliver to Buyer the Earnest Money Deposit.

ARTICLE X BREACH BY BUYER

In the event Buyer fails to consummate the purchase of the Property or otherwise fails to fully and timely perform any of its obligations under this Contract, Seller may, as its sole and exclusive

remedy for the breach, terminate this Contract by written notice to Buyer and the Title Company, and upon any such termination the Title Company will immediately deliver to Seller the Earnest Money Deposit.

**ARTICLE XI
MISCELLANEOUS**

Assignment of Contract

11.01. Buyer may not assign this Contract or any of Buyer's rights under it, and any attempted assignment is void.

Survival of Covenants

11.02. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.

Notice

11.03. All notices required or permitted under this Agreement must be in writing and be served on the parties at the addresses listed below. Unless otherwise provided, all notices must be given or served (a) by overnight delivery using a nationally recognized overnight courier, (b) by personal delivery, (c) by fax transmission during normal business hours with a confirmation copy delivered by another method permitted under this Section other than e-mail, or (d) by e-mail sent to the e-mail address listed below with a confirmation copy delivered by another method permitted under this Section other than fax transmission. Notice given by all permitted forms other than fax transmission or e-mail will be effective on the earlier of actual delivery to the address of the addressee or refusal of receipt by the addressee (even if the addressee refuses delivery). Notice given by fax transmission or e-mail will be effective on the transmission or attempted transmission of a fax to the phone number designated as the recipient's fax number during normal business hours or an e-mail to the e-mail address designated as the recipient's e-mail address during normal business hours. A party's address, fax number, or e-mail address may be changed by written notice to the other party, but a notice of change is not effective until actual receipt of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice. Notices given by a party's attorney will be deemed given by that party. The notice addresses of the parties are specified below until further notice:

Seller:

Vidor Independent School District
120 E. Bolivar
Vidor, Texas 77662
ATTN: Jay Killgo
E-mail: jkillgo@vidorisd.org

Buyer:

_____ – Fax

ATTN: _____

E-mail: _____

Texas Law to Apply; Venue

11.04. This Contract will be construed in accordance with the laws of the State of Texas without regard to the choice of law provisions of any jurisdiction, and all obligations of the parties created under this Contract are performable in Orange County, Texas. The Exclusive Venue of any cause of action between the Parties to this Contract shall be in the state district courts of Orange County, Texas.

Parties Bound

11.05. This Contract will be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, as permitted by this Contract.

Entire Agreement

11.06. This Contract contains the entire agreement of the parties. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this Contract, and neither party is relying on any warranty, statement, or representation not contained in this Contract.

Amendment

11.07. This Contract may not be altered, changed, or amended except by a written agreement signed by all parties.

Headings

11.08. The headings used in this Contract are for convenience only and are not intended in any way to limit or expand the terms and provisions of this Contract.

Counterparts

11.09. If this Contract is executed in multiple counterparts, all counterparts taken together constitute this Contract. Copies of signatures to this Contract are effective as original signatures.

Attorney Disclosure

11.10. Buyer acknowledges that, at the time of the execution of this Contract, Seller advised Buyer by this writing that Buyer should have the abstract covering the Property examined by an attorney of Buyer's own selection or that Buyer should be furnished with or obtain a policy of title insurance.

Date Computation

11.11. If any significant date falls on a Saturday, Sunday, or federal or state holiday, the date will be deemed moved to the next business day that is not a Saturday, Sunday, or federal or state holiday. The term “business day” means a day that is not a Saturday, Sunday, or federal or state holiday.

Legal Construction

11.12. This Contract is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Contract will be construed in accordance with their usual and customary meanings. Seller and Buyer waive the application of any rule of law that would otherwise apply in the construction of this Contract that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Contract or any earlier draft of it.

Savings Clause

11.13. If a provision in this Contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Contract, and this Contract is to be construed as if the unenforceable provision is not a part of the Contract.

Survival

11.14. The provisions of this Contract that expressly survive termination or closing and other obligations of this Contract that cannot be performed before termination of this Contract or before closing survive termination of this Contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents control.

No Third-Party Beneficiaries

11.15. There are no third-party beneficiaries of this Contract.

Attorney’s Fees

11.16 If it becomes necessary for either Seller or Buyer to employ legal counsel or to bring an action at law or other proceeding to enforce any of the terms, covenants, or conditions of this Contract, the prevailing party in any action or proceeding will be entitled to recover its costs and expenses incurred, including its reasonable attorney fees, from the other party. The term “prevailing party” means the party that has succeeded on a significant issue in the litigation and achieved a benefit with respect to the claims at issue, taken as a whole, whether or not damages are actually awarded to that party.

Waiver of Default

11.17. Default is not waived if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

Prior Contracts Superseded

11.18. This Contract constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

No Special Relationship

11.19. The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

Waiver of Consumer Rights

11.20. BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 *ET SEQ.* OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

Time of Essence

11.21. Time is of the essence in this Contract.

EXECUTED as of _____, 20____.

SELLER:

Vidor Independent School District, a political subdivision of the State of Texas

By: _____

Name: _____

Title: _____

BUYER:

By: _____

Name: _____

Title: _____

ACCEPTANCE BY TITLE COMPANY

The undersigned title company, Capital Title Company, referred to in this Contract as the Title Company, acknowledges receipt of Earnest Money in the amount of \$_____ and acknowledges receipt of a fully executed copy (or executed counterparts) of the Contract, and accepts the obligations of the Title Company as stated in the Contract.

TITLE COMPANY:

Capital Title Company

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Description of the Land

The surface estate of an approximately 25.53-acre tract of school property located near the easterly dead-end of Byrd Street in the southern part of Vidor, Orange County, Texas, and being that same called 25.347-acre tract conveyed to Vidor Independent School District of record in Volume 732, Page 091 of the Official Public Records of Orange County, Texas, reserving and excepting:

1. Any and all easements, rights-of-way, roadways, and/or prescriptive rights, whether of record or not; rights of any and all parties in possession; all restrictions and covenants, and conditions running with the land; all presently recorded and validly existing restrictions, reservations, covenants, conditions, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.
2. All oil, gas, other liquid and gaseous hydrocarbons, and other minerals of every kind and character in, on, and under and that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, other liquid and gaseous hydrocarbons, and other minerals of every kind and character and removing the same therefrom. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Legal description of the Property (surface estate only):

That same called 25.347-acre tract conveyed to Vidor Independent School District of record in Volume 732, Page 091 of the Official Public Records of Orange County, Texas

Metes and Bounds:

See attached Field Notes Description dated December 12, 2018.

DEED WITHOUT WARRANTY

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all 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.

Date:

Grantor: Vidor Independent School District

Grantor's Mailing Address: 120 E. Bolivar
Vidor, Texas 77662

Grantee:

Grantee's Mailing Address:

Consideration:

AND No/100 DOLLARS (\$_____ .00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

The surface estate of an approximately 25.53-acre tract of school property located near the easterly dead-end of Byrd Street in the southern part of Vidor, Orange County, Texas, and being that same called 25.347-acre tract conveyed to Vidor Independent School District of record in Volume 732, Page 091 of the Official Public Records of Orange County, Texas, and more fully described in Exhibit A ("Property").

Reservations from and Exceptions to Conveyance:

1. Any and all easements, rights-of-way, roadways, and/or prescriptive rights, whether of record or not; rights of any and all parties in possession; all restrictions and covenants, and conditions running with the land; all presently recorded and validly existing restrictions, reservations, covenants, conditions, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.
2. For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, other liquid and gaseous hydrocarbons, and other minerals of every kind and character in, on, and under and that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining,

drilling, exploring, operating and developing said lands for oil, gas, other liquid and gaseous hydrocarbons, and other minerals of every kind and character and removing the same therefrom. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor, for the Consideration and subject to the conditions and restrictions below and the Reservations from and Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties, express or implied, regarding the Property are excluded, including without limitation, any warranties arising by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor).

By executing this document, Grantee acknowledges and agrees that Grantor has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future of, as to, concerning or with respect to (i) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses which Grantee may conduct thereon, (iv) the compliance of or by the Property or its operation with any law, rules, ordinances or regulations of any applicable governmental authority or body, (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, (vii) the manner, quality, state of repair or lack of repair of the Property, or (viii) any other matter with respect to the Property, and specifically, that Grantor has not made, does not make and specifically disclaims any representation regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste, as defined by the U. S. Environmental Protection Agency or the disposal or existence, in or on the Property of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, (CERCLA), as amended, and regulations promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee has relied solely on its own investigation of the Property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided with respect to the Property was obtained from a variety of sources and the Grantor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Grantor is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Grantee further acknowledges and agrees that to the maximum extent permitted by law, the conveyance of the Property as provided for herein is made on an "as is" condition and basis with all faults, and in particular, the Grantee will be solely liable for all costs of abatement or removal of any hazardous materials, including asbestos, found to be present on the Property. It is understood and agreed that all of the Property is transferred by Grantor and accepted by Grantee subject to the foregoing.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE GRANT AND CONVEYANCE OF THE PROPERTY IS "AS IS, WHERE IS", WITH ALL FAULTS AND DEFECTS, INCLUDING BUT NOT LIMITED TO, ANY MATTER, FACT OR CONDITION PERTAINING TO OR AFFECTED BY ANY APPLICABLE LAW, RULE, OR REGULATION PERTAINING TO WATER, AIR, OR WASTE.

GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS, OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES THAT GRANTEE MAY INTEND TO CONDUCT, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, (E) THE HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY. ALL WARRANTIES ARE DISCLAIMED.

GRANTEE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, OTHER THAN THOSE EXPRESSLY CONTAINED IN THE REAL ESTATE SALES AND EARNEST MONEY CONTRACT AND THE CLOSING DOCUMENTS, MADE BY GRANTOR OR ANY OTHER PERSON, AND THAT GRANTEE HAS RELIED SOLELY ON ITS OWN INSPECTION OF THE PROPERTY. GRANTEE, BY ITS ACCEPTANCE HEREOF, DOES HEREBY RELEASE AND FOREVER DISCHARGE GRANTOR, ITS EMPLOYEES, AND TRUSTEES AND THEIR RESPECTIVE AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, OBLIGATIONS AND LIABILITIES (WHETHER BASED IN TORT, UNDER CONTRACT OR OTHERWISE) ATTRIBUTABLE, IN WHOLE OR IN PART, TO ANY SUCH REPRESENTATIONS AND/OR ALLEGED REPRESENTATIONS.

Grantee, by its signature below, acknowledges that it is aware of the resolution passed by the Vidor Independent School District Board of Trustees, which is as follows:

[WORDING OF RESOLUTION TO BE INSERTED]

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

EXECUTED this _____ day of _____, 2019.

VIDOR INDEPENDENT SCHOOL DISTRICT,
GRANTOR

By: Carrie Vincent
President of the Board of Trustees

GRANTEE

[Authorized representative of Grantee]

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF ORANGE §

This instrument was acknowledged before me on the _____ day of _____, 2019 by Carrie Vincent, President of the Board of Trustees, the authorized representative of VIDOR INDEPENDENT SCHOOL DISTRICT, GRANTOR, in the capacity herein stated.

Notary Public, State of Texas

My Commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF ORANGE §

This instrument was acknowledged before me on the _____ day of _____, 2019 by _____, GRANTEE, in the capacity herein stated.

Notary Public, State of Texas

My Commission expires: _____

Exhibit A

Description of the Land

The surface estate of an approximately 25.53-acre tract of school property located near the easterly dead-end of Byrd Street in the southern part of Vidor, Orange County, Texas, and being that same called 25.347-acre tract conveyed to Vidor Independent School District of record in Volume 732, Page 091 of the Official Public Records of Orange County, Texas, reserving and excepting:

3. Any and all easements, rights-of-way, roadways, and/or prescriptive rights, whether of record or not; rights of any and all parties in possession; all restrictions and covenants, and conditions running with the land; all presently recorded and validly existing restrictions, reservations, covenants, conditions, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.
4. All oil, gas, other liquid and gaseous hydrocarbons, and other minerals of every kind and character in, on, and under and that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, other liquid and gaseous hydrocarbons, and other minerals of every kind and character and removing the same therefrom. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Legal description of the Property (surface estate only):

That same called 25.347-acre tract conveyed to Vidor Independent School District of record in Volume 732, Page 091 of the Official Public Records of Orange County, Texas

Metes and Bounds:

See attached Field Notes Description dated December 12, 2018.

December 12, 2018

BEING a 25.53 acre tract or parcel of land located in the I & G N RR, Section No. 17, Abstract 118, Orange County, Texas, and being that same called 25.347 acre tract conveyed to Vidor Independent School District of record in Volume 732 Page 091 of the Official Public Records of Orange County, Texas, (OPROCT) said 25.53 acres being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found for the Southwest corner of the said 25.347 acre tract and the Southwest corner of that called 75.835 acre tract of record in Volume 238 Page 201 DROCT, having Texas State Plane Coordinate values of, N: 10,061,354.07 and E: 4,292,829.02, being in the North line of that tract conveyed to Virgil Davis of record in Clerk's File No. 465770 OPROCT;

THENCE North 03° 27' 37" West, along the West line of the herein described tract and a West line of the said 75.835 acre tract for a distance of 290.11 feet (called North 00°05' East 291.5 feet) to a concrete monument found for the Southeast corner of that called 1.496 acre tract of record in Clerk's File No. 249812 OPROCT and an angle point for the herein described tract;

THENCE North 04° 44' 48" West, continuing along the West line of the herein described tract for a distance of 230.93 feet to a ½" Rod found for an angle point, being in the apparent North line of Byrd Street and the Southeast corner of that tract conveyed to Hazel White of record in Clerk's File No. 126168 OPROCT;

THENCE North 03° 19' 16" West, continuing along the West line of the herein described tract for a distance of 524.11 feet to a concrete monument found for the Northwest corner of the herein described tract, the Northeast corner of that tract conveyed to Bobby Harris of record in Clerk's File No. 232177 OPROCT, and an interior "ell" corner of the said 75.835 acre tract;

THENCE South 89° 50' 10" East, along the North line of the herein described tract, over and across the said 75.835 acres for a distance of 228.54 feet (called South 89°39'30" East 228.86 feet) to a concrete monument found for an angle point;

THENCE North 86° 31' 48" East, continuing along the North line of the herein described tract for a distance of 859.75 feet (called South 89°44'48" East 864.07 feet) to a concrete monument found for the Northeast corner of the herein described tract and the Northwest corner of that 10.002 acre tract conveyed to the City of Vidor of record in Volume 656 Page 731 OPROCT;



THENCE South $02^{\circ} 50' 10''$ East, along the East line of the herein described tract and the West line of the said 10.002 acres for a distance of 1026.38 feet (called South $00^{\circ} 43' 35''$ West 1024.06 feet B-Line Survey 1996) to a concrete monument found for the Southeast corner of the herein described tract, being in the north line of that called 8.619 acre tract conveyed to Stacey Smith of record in Clerk's File No. 463751 OPROCT, from which a concrete monument found for the Northeast corner of said 8.619 acre tract bears North $86^{\circ} 56' 42''$ East 107.72 feet;

THENCE South $86^{\circ} 34' 02''$ West, along the South line of the herein described tract for a distance of 721.39 feet to a concrete monument found for an angle point;

THENCE South $85^{\circ} 34' 55''$ West, continuing along the South line of the herein described tract for a distance of 271.57 feet to a 2" Pipe found for the Northwest corner of the said 8.619 acre tract;

THENCE South $86^{\circ} 20' 28''$ West, continuing along the South line of the herein described tract for a distance of 79.82 feet to the POINT AND PLACE OF BEGINNING, containing 25.53 acres of land more or less.

This Field Note Description is being submitted along with a Plat of even date, based on this Survey.