

HOUSTON COMMUNITY COLLEGE SYSTEM

**INVITATION FOR BID (IFB)
(REAL PROPERTY)**

**SALE OR LEASE OF TWO PARCELS OF LAND
CONTAINING APPROXIMATELY 1.1479 ACRES (ROSALIE PROPERTY)**

IFB NO.: 19-60

ISSUED BY:

Procurement Operations Department

FOR:

Facilities Department

PROCUREMENT OFFICER:

Marilyn Vega, Senior Buyer

Telephone: (713) 718-7410

E-mail: Marilyn.Vega@hccs.edu

BROKER:

CBRE

Peter Jansen, Broker
500 West 2nd St, Suite 1700
Austin, Texas 78701
Telephone: (512) 499-4902
E-Mail: Peter.Jansen@CBRE.com

Darin Gosda, Broker
2800 Post Oak Blvd., Suite 500
Houston, Texas 77056
Telephone: (713) 577-1819
Email: Darin.Gosda@CBRE.com

**BIDS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN:**

July 23, 2019 by 2:00 p.m. (local time)

at

Houston Community College
Procurement Operations Department
3100 Main Street, 11th Floor
Houston, Texas 77002

Ref: IFB 19-60 Sale Or Lease Of Two Parcels Of Land
Containing Approximately 1.1479 Acres (Rosalie Property)

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

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NOTE: All noted Attachments are to be completed, signed and submitted with Bid.

SOLICITATION SCHEDULE

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestone	Date & Time
IFB released and posted to HCC’s & ESB D’s websites	June 14, 2019
Deadline to receive written questions/inquiries	June 27, 2019 by 2:00 pm (local time)
Responses to written questions/inquiries (estimated)	July 9, 2019 by 2:00 pm (local time)
Bid Submittal Due Date	July 23, 2019 by 2:00pm (local time)
Anticipated Board Recommendation and Approval	September 2019

NOTE: Houston Community College System reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum or amendment to the IFB and posted on Procurement Operations web site for your convenience.

CBRE through its contract with Houston Community College System will be marketing the property for Houston Community College System.

Interested Bidders may contact Peter Jansen or Darin Gosda at CBRE to request marketing materials on the property:

CBRE

Peter Jansen, Broker
500 West 2nd St, Suite 1700
Austin, Texas 78701
Telephone: (512) 499-4902
E-Mail: Peter.Jansen@CBRE.com

Darin Gosda, Broker
2800 Post Oak Blvd., Ste. 500
Houston, Texas 77082
Telephone: (713) 577-1819
Email: Darin.Gosda@CBRE.com

Section 1 – Bid Overview

1. Property Overview

The Houston Community College System ("HCCS" or "College") is interested in soliciting bids for the sale of and/or proposals for the lease under a ground lease of two parcels of real property containing a total of approximately 1.1479 acres, as more particularly described on the attached Exhibit A ("Property"). The Property comprises the block bounded by Main Street, Rosalie Street, Anita Street, and Travis Street, Houston, Harris County, Texas.

2. Alternatives Considered by HCCS

HCCS will consider alternatives for the disposition and/or use the Property submitted by prospective bidders/ proposers and examine whether such bid or proposal provides the best value to HCCS (as further described in this IFB). The terms of the transaction are to be offered by the bidder/ proposer on the respective forms attached to this IFB, as further described herein.

3. "As Is Sale"/ "As Is Lease"; Disclaimer of Warranties

THE PROPERTY WILL BE SOLD OR LEASED IN AS-IS, WHERE-IS CONDITION AND HCCS MAKES NO AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES ABOUT THE PROPERTY. The Contract and deed (for a sale) and the Ground Lease (for a lease) will contain an "as is" clause and disclaimer of all warranties. The information contained in this IFB and any document from HCCS or any third party provided as a part of this IFB is based upon data supplied by sources deemed reliable but is subject to errors and omissions and is not in any way warranted by HCCS or any employee or agent of HCCS.

4. Restrictions on Property and Sale

The Property will be conveyed or leased by the College subject to all matters filed of record in the official public records of Harris County, Texas; except for any that may be cured by the prospective buyer / lessee or agreed to be cured by HCCS prior to Closing as set forth in the Contract (as hereinafter defined) or prior to the effective date of the Ground Lease (as hereinafter defined) that may be awarded under this IFB.

5. Title Commitment; Survey; Property Inspection

Title Commitment; Survey. The College has obtained a title commitment for the Property with a GF No. 19000330423 issued on March 25, 2019 and underwritten by Stewart Title Company ("Title Commitment"); a survey of one parcel of the Property containing approximately 0.9529 acres conducted by Orlando J. Teran dated December 10, 2010 ("Tract 1 Survey"); a survey of the other parcel of the Property containing approximately 0.195 acres conducted by Orlando J. Teran dated June 26, 2009 ("Tract 2 Survey") (individually, the Tract 1 Survey and the Tract 2 Survey are referred to herein as "Survey" and collectively, as "Surveys"). The College's Broker will provide a copy of the Title Commitment and/or Surveys to any prospective bidders/ proposers upon request.

The Title Commitment and Surveys (collectively, "Deliverables") were prepared by third parties and the College does not warrant the contents of such Deliverables but makes them available to interested prospective bidders for information only.

Property Inspection. Prior to the Bid Deadline, a prospective bidder/ proposer may visit on their own.

6. IFB Not an Offer; Contract or Ground Lease Approval Required

THIS IFB CONSTITUTES A REQUEST FOR BIDS AND PROPOSALS ONLY, WHICH MAY OR MAY NOT RESULT IN A SALE OR CONTRACT TO SELL OR THE LEASE OF OR A GROUND LEASE FOR THE PROPERTY. THIS IFB AND DOES NOT SERVE AS A LEGAL OFFER BY HCCS UNDER CONTRACT LAW. THE SUBMISSION OF A BID OR PROPOSAL TO THE COLLEGE CONSTITUTES AN OFFER TO PURCHASE OR LEASE THE PROPERTY THAT THE HOUSTON COMMUNITY COLLEGE SYSTEM MAY OR MAY NOT ACCEPT. THE BID OFFER, PROPOSAL, AND RESPONSE SUBMITTED TO HCCS PURSUANT TO THIS IFB MAY CREATE LEGAL OBLIGATIONS ON THE BIDDER/PROPOSER. A BIDDER/PROPOSER IS ADVISED TO HAVE AN ATTORNEY REVIEW THIS IFB, INCLUDING ANY AND ALL ATTACHMENTS; THE CONTRACT OR THE GROUND LEASE; AND THE BIDDER'S OR PROPOSER'S OFFER TO ADVISE THE BIDDER/PROPOSER AS TO THE EFFECTS THEREOF.

This IFB does not obligate HCCS to award a contract or a lease or pay any costs incurred by a prospective buyer or lessee in the preparation and submittal of a bid, proposal, or response. If a bid or proposal is accepted, the resulting Contract or Ground Lease, if any, will be submitted for consideration and approval to the HCCS Board of Trustees ("Board"). HCCS reserves the right to amend any terms of a resulting Contract or Ground Lease, if any, (other than the bidder/proposer and the purchase price or ground lease value offered). NO CONTRACT SHALL BE ENFORCEABLE AGAINST HCCS UNLESS IT IS ON THE FORM OF ATTACHMENT 2a TO THIS IFB, SIGNED BY BOTH HCCS AND THE BIDDER, AND APPROVED BY THE BOARD AT A DULY CALLED MEETING. NO GROUND LEASE OR OTHER LEASE AGREEMENT SHALL BE ENFORCEABLE AGAINST HCCS UNLESS IT IS ON THE FORM OF ATTACHMENT 2B TO THIS IFB, SIGNED BY BOTH HCCS AND THE PROPOSER, AND APPROVED BY THE BOARD AT A DULY CALLED MEETING. Subsequent to Board approval, the only person authorized to commit HCCS contractually is the Chancellor or his designee subject to the limits of delegation set forth in Board policies.

7. Waiver

BY SUBMITTING A BID, PROPOSAL, OR OFFER, BIDDER/PROPOSER AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID, PROPOSAL, OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, INVITATION TO BID/REQUEST FOR PROPOSALS PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID, PROPOSAL, OR OFFER OR ANY PART OF ANY BID, PROPOSAL, OR OFFER; (4) WAIVER BY THE HOUSTON COMMUNITY COLLEGE SYSTEM OF ANY NON-MATERIAL BID OR PROPOSAL DEFECT OR TECHNICALITIES IN THE BID/REQUEST FOR PROPOSAL PACKAGE OR ANY BID, PROPOSAL, OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED BIDS, PROPOSALS, OR OFFERS; (6) WAIVER BY HOUSTON COMMUNITY COLLEGE SYSTEM OF ANY IRREGULARITY OR IRREGULARITIES IN THE SOLICITATION PROCESS; AND/OR (7) THE AWARD OF OR FAILURE TO AWARD A CONTRACT OR A GROUND LEASE, IF ANY.

8. Right of Withdrawal of IFB

THE HOUSTON COMMUNITY COLLEGE SYSTEM RESERVES THE RIGHT TO WITHDRAW THIS IFB AND THE PROPERTY FROM SALE OR LEASE AT ANY TIME AND FOR ANY REASON DEEMED BY HCCS TO BE ADVISABLE IN ITS SOLE DISCRETION.

9. Amendments to the IFB; Questions regarding the IFB

HCCS reserves the right to issue such clarifications, modifications, and / or amendments to this IFB as deemed appropriate. If and when any part of this IFB must be revised, amended, corrected, extended, withdrawn, or changed in a manner that impacts the process or the outcome, the HCCS Procurement Operations Department will issue an amendment addressing the nature of the change. These changes will be numbered and posted to the HCCS Procurement Department website at <http://www.hccs.edu/about-hcc/procurement/>.

It is the sole responsibility of the bidder or proposer to routinely check the HCCS Procurement Operations website and verify issuance of amendments and/or responses to questions or interpretations of the IFB and to ensure receipt thereof. Bidders and/or proposers shall acknowledge receipt of any amendment in the bidder's submission.

HCC requests that all contact and questions regarding this IFB be submitted to HCCS' designated broker: CBRE, Attn: Darin Gosda, 2800 Post Oak Blvd., Ste. 500, Houston, Texas 77056, Telephone (713) 577-1819, Email: Darin.Gosda@CBRE.com, or Peter Jansen, 500 West 2nd St, Suite 1700, Austin, Texas 78701, Telephone: (512) 499-4902, Email: Peter.Jansen@CBRE.com. If the question(s) relates to information about the IFB, the process, or the Property, the bidder or proposer MUST submit the question in writing and responses to the questions submitted will be in the form of an amendment or addendum posted to the HCCS Procurement Operations Website. Responses to all questions will be posted no later than July 9, 2019 by 2:00 p.m.

10. Prohibited Communications and Political Contributions

Except as provided in exceptions below, political contributions and the following communications regarding this IFB or any other invitations for bid, requests for proposal, requests for qualifications, or other solicitation involving HCCS are prohibited:

[1] Between a potential bidder, proposer, vendor, subcontractor to or agent of a bidder, proposer, or vendor, service provider, respondent, offeror, lobbyist, consultant, or any agent of the bidder/proposer and any Trustee;

[2] Between any Trustee and any member of a selection or evaluation committee; and

[3] Between any Trustee and administrator or employee (except for the employee who is to receive communications as indicated in this IFB).

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after the Contract or Ground Lease is executed by the Chancellor or his/her designee, or when a determination is made that the Contract or Ground Lease will not be awarded. During this period, no HCCS Trustee and no bidder, proposer, vendor, subcontractor to or agent of the vendor, service provider, respondent, bidder, offeror, lobbyist, consultant, or any agent of the bidder/proposer shall communicate in any way concerning any pending solicitation involving the bidder/proposer or bidder/proposer representative, subject to the penalties stated herein.

In the event the Board refers the recommendation back to the staff for reconsideration, the communication prohibition shall be re-imposed.

ALL COMMUNICATIONS REGARDING THIS IFB SHALL BE BETWEEN THE PROSPECTIVE BIDDER OR HIS/HER/ITS AGENT AND EITHER THE HCCS SENIOR BUYER SET FORTH ON PAGE ONE OF THIS IFB OR THE BROKER SET FORTH ON PAGE TWO OF THIS IFB. PROSPECTIVE BIDDERS SHALL NOT COMMUNICATE WITH ANY OTHER PERSON AT HCCS, INCLUDING, WITHOUT LIMITATION, ANY BOARD MEMBER, ANY ADMINISTRATOR, OR THE GENERAL COUNSEL'S OFFICE, REGARDING THIS IFB OR THE BIDDERS RESPONSE.

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences;
- [2] Communications with the HCCS Senior Buyer, set forth on page 1 of this IFB, or the Broker, set forth on page 2 of this IFB;
- [3] Emergency contracts;
- [4] Presentations made to the Board during any duly-noticed public meeting;
- [5] Unless otherwise prohibited in this IFB, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request; or
- [6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

Any potential bidder, proposer, vendor, subcontractor to or agent of the vendor, service provider, respondent, bidder, offeror, lobbyist, consultant, or any agent of the bidder/proposer who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting Contract or Ground Lease under this IFB. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders/proposers, or to disregard ethical and legal trade practices will disqualify potential bidder, proposer, vendor, subcontractor to vendor, service provider, respondent, bidder, offeror, lobbyist, consultant, or any agent of the bidder/proposer from both this current and any future consideration for participation in HCCS orders and contracts.

11. Texas Public Information Act

During the course of the selection process, the bids/proposals submitted by prospective buyers/lessees are excepted from disclosure to the public under the Texas Public Information Act. However, upon the award of a Contract or Ground Lease, if any, the bids, proposals, and all information submitted to the College will become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. If a bidder/proposer believes that any information that it intends to include in its bid or proposal would contain commercial or other information that is privileged or confidential by statute or that the bidder/proposer believes may cause substantial competitive harm to the bidder's/proposer's business if disclosed by the College to a third-party even after the award, the bidder/proposer should mark that in its bid/proposal and response and the bidder/proposer may be entitled to protect this information at the time the request is made for disclosure. However, HCCS cannot guarantee that any such information is protected from disclosure and the bidder/proposer would need to consult with its legal counsel to assure that this kind of information would be protected from disclosure. Wholesale marking of the entire bid, proposal, or response as "Confidential" or "Proprietary" will not be effective.

12. IFB – Sale of Property

The following applies to this IFB with respect to an offer to purchase the Property:

1. For purposes of the IFB, the term "Contract" as used herein means the Purchase and Sale Contract in substantially the same form as attached to this IFB as Attachment 2a ("Contract").
2. If a bidder is selected for the purchase of the Property, ("Buyer") and the offer is accepted by the Board, the Contract will provide for a thirty (30) day inspection and due diligence period, commencing on the date the Contract is countersigned by HCCS ("Inspection Period"). During the Inspection Period and subject to the requirements and any limitations set forth in the Contract, the

Buyer shall conduct its inspection and due diligence on the Property at the Buyer's sole cost and expense. If the Buyer discovers an environmental or title problem or otherwise discovers an encumbrance or condition of the Property that renders the Property unusable for the Buyer's purpose, the Buyer may terminate the Contract during this Inspection Period and except for the independent consideration fee of one thousand dollars (\$ 1,000.00), which fee is for the right of termination of the Contract as further described in the Contract ("Independent Consideration"), and subject to the terms of the Contract, receive a refund of his/her/its Earnest Money (as hereinafter defined) deposit.

3. During the Inspection Period, the Buyer also may obtain updated Surveys or a new survey ("New Survey") of the Property at Buyer's sole expense, and must provide the updated Surveys or New Survey to HCCS within twenty (20) days of the Effective Date (as defined in the Contract) of the Contract. HCCS shall have the right to request revisions to and/or object to the New Survey, including the geometry of the Property. Buyer also may purchase a title policy under the Title Commitment at Buyer's sole expense. Buyer shall have a right to object to the Title Commitment and Surveys or New Survey as set forth in the Contract. As per the Contract, HCCS may or may not elect to cure any objections made by the Buyer.

4. If a bidder elects to submit a bid for the **purchase of the Property**, such bid must meet the requirements set forth in **Section 13 of this IFB**.

13. Bid Instruction – Purchase and Sale of Property

Bidders should exercise particular care in reviewing the requirements set forth in this IFB, including the requirements for the Bid Response and the selection criteria. The following information is provided to explain the sale process and requirements to submit an eligible bid for purchase of the Property. **A bid response shall be prepared on forms furnished by HCCS or as otherwise set forth herein and each document shall be manually signed by an authorized official of the company or individual submitting the bid, which person shall have the authority to bind the person or company.**

The **Bid Response** package for purchase of the Property consists of and each bidder **shall complete and submit with the bid response all** of the items enumerated and described in **Sections 13.1 through 13.4** below and **signed where indicated on the forms**:

1. Bid Response Form for purchase of the Property (Attachment 1a), completed, signed, and notarized.

2. Completed and signed Purchase and Sale Contract ("Contract") (Attachment 2a), as part of the Bid Response / offer by the bidder, with the following sections of the Contract filled in and completed by the bidder:

a. In the first paragraph, fill in the official legal name of the Buyer and type of entity and state or organization;

b. Section 3.1 – insert the amount of the Purchase Price offered;

c. Section 3.2 – cashier's check for the earnest money under this IFB which is One Hundred Thousand and no /100 Dollard (\$ 100,000.00) "Earnest Money";

d. Insert the Buyer's name, address, and other requested contact information in Section 13.5 of the Contract;

e. Fill in the name of Buyer's broker, if any, in Section 13.13 of the Contract (if none, write "none");

f. On the signature page of the Contract – Fill in name of the bidder after "Buyer: "; fill in any additional information (e.g. if limited partnership, name of general partner); **sign** the

Contract on the line below the "Buyer" entity name(s)(if no line, sign in space below "Buyer" entity name); and below the signature, fill in name and title of person signing.

3. Submit as part of the Bid Response a cashier's check for the amount of the earnest money under this IFB, which is One Hundred Thousand and no /100 Dollars (\$ 100,000.00)("Earnest Money"). Also, submit a cashier's check for the amount of the independent consideration, which is One Thousand and no/100 (\$ 1,000.00) ("Independent Consideration"). The Independent Consideration is for the right to terminate the Contract during the Inspection Period and is in addition to the Earnest Money. Both the Earnest Money check and the check for the Independent Consideration are to be in the form of cashier's checks and made payable to HCCS. If the bidder/proposer's bid or response is not accepted, the checks for the Earnest Money and Independent Consideration will be returned to the bidder/ proposer.

4. Submit as part of the Bid Response a signed copy of each of the amendments, if any, issued under this IFB.

All of the above items, as described in Section 13.1 through 13.4, completed and signed where indicated, ("Bid Response") must be contained in the bidder's submittal in order for the response to be considered eligible.

The bidder must have adequate financial resources to purchase the Property at Closing (as defined in the Contract) if the bidder is awarded the Contract or must have the ability to obtain such resources as required during the performance of the Contract. The College **will not** consider financing the purchase of the Property and will accept only cash or other good funds (cashier's check or wired funds) at Closing.

The bidder must be able to close on the Closing Date contained in the Contract (unless otherwise agreed by the College), and otherwise be able to perform under the Contract for purchase of the Property.

Bidders shall deliver one (1) completed original sealed Bid Response package, including one (1) electronic copy of the original sealed Bid Response package for the purchase of the Property, to the Procurement Officer at the location noted on the cover page.

Bids submitted via e-mail or facsimile (fax) will not be accepted by HCCS.

Bids received after the Bid/Proposal Deadline (see page 2 of this IFB) or received at the College in a location other than the location noted on the cover page will not be considered for award and shall be returned unopened to the bidder. The time/date stamp clock used by the College for submitted responses shall be the official time of receipt of the submittal.

Bidders are responsible for making certain his/her/its Bid Response is delivered to the location noted on the cover page of this IFB by the Bid/Proposal Deadline. If a Bid Response package is misplaced due to an insufficient address, HCCS will bear no responsibility for the loss and will not accept the Bid Response after the Bid/Proposal Deadline if it is found.

Bidders may not withdraw a bid or Bid Response once submitted and all bids submitted by a prospective Buyer must remain open and valid for ninety (90) days after the Bid/ Proposal Deadline.

14. IFB– Lease of Property

If the proposer is interested in leasing the Property under a Ground Lease, the following applies.

1. For purposes of the IFB, the term "Lease" or "Ground Lease" as used herein means the Ground Lease Agreement in substantially the same form as attached to this IFB as Attachment 2b.
2. Prior to submitting a proposal, any prospective respondent must conduct any due diligence or inspection of the Property that the proposer deems necessary or advisable.
3. If a proposer for a Ground Lease is selected and the offer is accepted by the Board, the date that HCCS countersigns the Ground Lease after approval by the Board will constitute the Ground Lease Effective Date. As defined in the Ground Lease, the Commencement Date shall be the date that all Improvement (as defined in the Ground Lease) shall be complete. The proposer will propose a Base Rent amount for the time between the Effective Date and the day before the Commencement Date and another Base Rent amount beginning with the Commencement Date with an escalation factor during the Term. Capitalized terms not defined in the portion of the IFB relating to the Ground Lease will have the meanings set forth in the Ground Lease.
4. If a proposer elects to submit a proposal for the **lease of the Property**, such proposal must meet the requirements set forth in **Section 15 of this IFB**.

15. The **Proposal Response** package for the lease of the Property consists of and each proposer **shall complete and submit with the Proposal response all** of the items enumerated and described in **Sections 15.1 through 15.5** below and **signed where indicated on the forms**:

1. Proposal Response Form (Attachment 1b), completed, signed, and notarized.
2. Completed and signed Ground Lease Agreement (Attachment 2b), as part of the Proposal Response / offer by the proposer, with the following sections of the Ground Lease filled in and completed by the proposer:
 - b. In the first paragraph, fill in the official legal name of the Lessee and type of entity and state or organization;
 - c. Section 3.1 –
 - i. In the first blank, insert the proposed number of years for the Term of the Ground Lease (between 75 and 99 years);
 - ii. In the second blank, insert the Expiration Date based on the number of years in the proposed Term; and
 - iii. In the third blank, insert the anticipated date of substantial completion of the Improvements to be constructed by the Lessee;
 - d. Section 6.1 – insert the amount of Security Deposit the proposer proposes;
 - e. Article XIV, page 17, insert the Lessee's name, address, and other requested contact information and the name of other representatives of the proposer who would receive notices;
 - f. Section 13.1 - insert the name of the proposer's broker (if none, write "none"); and
 - g. Exhibit D (see Section 15.4 below).
- h. On the signature page (page 19) of the Ground Lease – Fill in name of the proposer after "Lessee:"; fill in any additional information (e.g. if limited partnership, name of general partner); **sign** the Ground Lease on the line below the "Lessee" entity name(s)(if no line, sign in space below "Lessee" entity name); and below the signature, fill in name and title of person signing.

3. As part of the Proposal Response, submit a cashier's check made payable to HCCS for the amount of the Security Deposit under this IFB (Section 6.1) ("Security Deposit").
4. As part of the Proposal Response, complete and submit Exhibit D, Rent Schedule, that is attached to the Ground Lease. In Exhibit D, set forth the proposer's offered Base Rent amount both during the Pre-Commencement Term and during the time period between the Commencement Date and the Expiration Date. Include all amounts for Base Rent during the Term (including the proposed escalator over the Term).
5. As part of the Proposal Response, submit signed copy of each of the amendments, if any, issued under this IFB.

All of the above items, as described in Section 15.1 through 15.5, completed and signed where indicated, ("Proposal Response") must be contained in the proposer's submittal in order for the response to be considered eligible.

The proposer must have adequate financial resources to develop the Property and lease the Property for the full Term (as defined in the Ground Lease) if the proposer is awarded the Ground Lease or the ability to obtain such resources as required during the performance under the Ground Lease.

The proposer must be able to enter into the Ground Lease on the Effective Date of the Ground Lease.

Proposers shall deliver one (1) completed original sealed Proposal Response package, including one (1) electronic copy of the original sealed Proposal Response package for the lease of the Property, to the Procurement Officer at the location noted on the cover page.

Proposals submitted via e-mail or facsimile (fax) will not be accepted by HCCS.

Proposals received after the Bid/Proposal Deadline (see page 2 of this IFB) or received at the College in a location other than the location noted on the cover page will not be considered for award and shall be returned unopened to the proposer. The time/date stamp clock used by the College for submitted responses shall be the official time of receipt of the submittal.

Proposers are responsible for making certain his/her/its Proposal Response is delivered to the location noted on the cover page by the Bid/Proposal Deadline. If a Proposal Response package is misplaced due to an insufficient address, HCCS will bear no responsibility for the loss and will not accept the Proposal Response after the Bid/Proposal Deadline if it is found.

Proposers may not withdraw a Proposal Response once submitted and all proposals submitted by a prospective Lessee must remain open and valid for ninety (90) days after the Bid/Proposal Deadline.

16. Selection Process; Bid/Proposal Award; Best and Final Offer

Bid/Proposal Response Must be in Compliance; Eligible Bids/Proposals. To be eligible to be considered, the Bid/Proposal Responses must comply with the requirements of this IFB in all materials respects, all documents set forth in Section 13.1 through 13.4 (for a sale) and/or Section 15.1 through 15.5 (for a ground lease) must be included, and all documents must be completed and signed (and notarized if required) as indicated in this IFB and on each document. Bid/ Proposal Responses that do not materially conform to bid requirements may be disqualified from consideration.

Additional Conditions for Bids/ Proposals.

1. Sale. If a bidder is awarded a Contract, the bidder must have adequate financial resources to purchase the Property at Closing (as defined in the Contract) or will have obtained such resources prior to closing under the Contract. The College will not consider financing the purchase of the Property and will accept only cash or other good funds (cashier's check or wired funds) at Closing. The bidder must be able to close on the Closing Date contained in the Contract (unless otherwise agreed by the College), and otherwise be able to perform under the Contract for purchase of the Property.

2. Lease. If a proposer is awarded a Ground Lease, the proposer must have adequate financial resources to pay Rent (as defined in the Ground Lease) and to develop the Property including construction of the Improvements. The College will not finance the construction of any Improvements or undertake any other obligations for the development of the Property. No liens may be placed against the Property by a lessee.

3. All **Required Forms** must be timely submitted (see below)

Review of Bid/Proposal Responses. All Bid/Proposal Responses will be reviewed to determine conformity with the bid/ proposal requirements. Conforming Bid/Proposal Responses will be evaluated and the final bid or proposal response will be subject to approval by the College's Board of Trustees ("Board"). The bidder whose Contract or the proposer whose Ground Lease, if either or any, is to be recommended to the Board must complete the Required Forms (see below) prior to consideration by the Board. No final determination of the winning bid or proposal will be made until a thorough review of all bids and proposals is conducted and completed, including the information contained on the Required Forms.

Waiver of Minor, Non-Material Technicalities. Notwithstanding the foregoing, HCCS reserves the right to waive minor, non-material technicalities in a Bid/Proposal Response so long as such technicality does not relate to the amount of the Purchase Price bid or the terms of the Contract for a sale) or the Term or the amount of Base Rent amount (or other financial considerations relating to the lease of the Property) proposed (for a ground lease), and does not put any other bidder/proposer at a disadvantage or otherwise adversely affect the bid/proposal process.

Best and Final Offer.

1. For a Sale. In the event that HCCS elects to seek a best and final offer for a sale, it will notify the top bidders (up to a maximum of 5 bidders) in writing, request those bidders to submit their best and final offer, and provide a deadline for such offers. The bidder's best and final offer must be submitted on forms required by HCCS contained in its request for best and final offer notice.
2. For a Ground Lease. In the event that HCCS elects to seek a best and final offer for a ground lease proposal, it will notify the top proposers (up to a maximum of 5 proposers) in writing, request those proposers to submit their best and final offer, and provide a deadline for such offers. The proposer's best and final offer must be submitted on forms required by HCCS contained in its request for best and final offer notice.

Required Forms. Prior to taking any recommended bid or proposal offer to the Board for consideration, HCCS will require the highest eligible bidder (for a sale) or the highest ranked eligible proposer (for a lease) to **complete, sign, and submit the following forms** to the HCCS Procurement Operations Department:

1. Conflict of Interest Questionnaire (See Attachment 3) completed and signed.
2. Felony Conviction Notice (See Attachment 4), completed with the appropriate box or boxes marked and information given and signed.

3. Non-Collusion Affidavit (See Attachment 5) completed and signed.
4. A completed and signed Form 1295 (Certificate of Interested Parties). The instructions for completing the 1295 form are set forth in Attachment 6. The bidder will be required to electronically complete and sign a 1295 form on the Texas Ethics Commission website, print out the form, and deliver a copy of the form to the HCCS Procurement Operations Department.

The forms described above, the forms of which are contained in Attachment 3 through 6 of this IFB, are referred to in this IFB as "Required Forms."

If HCCS requests a bidder/proposer to complete and sign the Required Forms, the bidder/proposer must submit such completed and signed Required Forms to HCCS within **forty-eight (48) hours** from the date HCCS notified the bidder/proposer of the need for the Required Forms. If the bidder/proposer fails to submit the completed and signed Required Forms to HCCS within the 48 hours or if the bidder's/proposer's completed and signed Required Forms evidence that the bidder/proposer has a felony conviction or contain other information that indicates an issue permitting or requiring HCCS to reject the bidder/proposer, HCCS will deem that Bid Response ineligible and request the second highest bidder or highest ranked proposer to complete the Required Forms with the process continuing until the bidder with the highest eligible bid or the highest ranked eligible proposer shows no felony conviction or other evidence of an issue that would require or permit HCCS to reject the bidder/proposer. If HCCS requests the next highest bidder or next highest ranked proposer to complete the forms, that bidder/proposer must return the signed and completed Required Forms to HCCS within **forty-eight (48) hours** from the date HCCS notified the bidder/proposer of the need for the Required Forms.

Board Approval. If the HCCS administration determines that a bid or proposal is acceptable and believes that it offers the best value for the College, it will make a recommendation to the HCCS Board based on the award and selection criteria described in this Section 16 (see below). The HCCS Board will determine whether to award a Contract or a Ground Lease under this IFB.

Award and Selection Criteria. HCCS will select the bid or proposal that provides the best value to HCCS. Determination of best value will be made on the basis of the bid/ proposal that offers the greatest financial reward and return to HCCS.

1. Sale. With respect to a sale of the Property, if HCCS awards a Contract, it will be made to the bidder with the highest bid (Purchase Price amount for the Property) whose Bid Response is in compliance with this IFB and the bid amount is acceptable to HCCS. In the event that HCCS receives two or more equal bids, HCCS reserves the right to "break the tie" among the bidders by considering other factors in determining best offer, including, but not limited to, a calculation of potential future tax revenues on the Property, the use to which the Buyer will put the Property, and whether the use of the Property will result in the Property benefitting HCCS and the local community.

2. Ground Lease. With respect to a ground lease, if HCCS awards a Ground Lease, it will be made to the proposer who submits the highest ranked proposal based on the following criteria:
 - a. the proposed Term is for a number of years acceptable to HCCS;
 - b. the total amount of Base Rent offered over the Term that will result in the most amount of funds payable to HCCS;
 - c. the proposer demonstrates the resources and ability to develop the Property and construct the Improvements in a reasonable amount of time so as to maximize the amount of Rent payable to HCCS.

Disposition of Earnest Money and Independent Consideration (for sale) and Security Deposit (for ground lease).

1. **Sale.** If the Bid Response of a bidder is accepted and a Contract is awarded, HCCS will deposit the check for the Earnest Money to be applied toward the Purchase Price at Closing and will retain the Independent Consideration. If the Bid Response is not accepted, HCCS will return the bidder's check(s) for the Earnest Money and Independent Consideration.

2. **Ground Lease.** If the Proposal Response of a proposer is accepted and a Ground Lease awarded, HCCS will deposit the check for the Security Deposit. If the Proposal Response if not accepted, HCCS will return the proposer's check for the Security Deposit.

17. Non-Discrimination

HCCS is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age or disability.

18. Rejection of Bids; Removal of Property from Sale/Lease

HCCS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND/OR PROPOSALS, THE RIGHT TO NOT ACCEPT ANY BIDS OR PROPOSALS FOR THE PROPERTY, AND THE RIGHT TO ELECT NOT TO SELL OR LEASE THE PROPERTY UNDER THIS IFB.

19. Notification to Bidders

HCCS will notify all bidders/proposers via electronic mail or U.S. Mail within twenty (20) business days of the receipt of bids/proposals as to whether the College will request the bidder/proposer to submit a best and final offer. HCCS will notify all bidders/proposers via electronic mail or U.S. Mail within ten (10) business days of the date of the meeting at which the Board of Trustees considered the Responses as to the status of the bidder's/ proposer's Response.

20. General Conditions

1. **Sale.** Any change to the Contract proposed by a bidder must be noted on the Bid Response Form (Attachment 1a). HCCS may accept or reject any proposed change. Additionally, no substantive changes will be accepted to the Contract unless such changes that may be requested by the bidder are included in the Bid Response, received by HCCS on or before the Bid/Proposal Deadline, agreed upon by HCCS, and ultimately reduced to writing and signed by both the College and the bidder. Changes to the Contract agreed upon by HCCS will be in the form of an amendment to the Contract.
2. **Ground Lease.** Any change to the Ground Lease proposed by a proposer must be noted on the Proposal Response Form (Attachment 1b). HCCS may accept or reject any proposed change. Additionally, no substantive changes will be accepted to the Ground Lease unless such changes that may be requested by the proposer are included in the Proposal Response, received by HCCS on or before the Bid/Proposal Deadline, agreed upon by HCCS, and ultimately reduced to writing and signed by both the College and the proposer. Changes to the Ground Lease agreed upon by HCCS will be in the form of an amendment to the Ground Lease.
3. Notwithstanding the foregoing, after acceptance of the bid or a proposal and execution of the Contract or Ground Lease, as applicable, by HCCS, the parties may agree to any non-substantive changes to the Contract or Ground Lease, as applicable, as long as such changes would not affect the material terms of the Response and Contract or Ground Lease or reflect any unfair advantage to one bidder / proposer over another.
4. No oral statements or verbal acknowledgement of the award to a particular bidder/proposer shall create a contractual obligation on the part of the College. Any contract or lease between the College and a successful bidder/proposer must be in writing and signed by both the College and the selected bidder/ proposer.

[Remainder of the Page left Blank]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

TRACT 1:

See attached

TRACT 2

All that certain 0.195 of one acre (8,500 square foot) parcel of land located in the Obedience Smith Survey, Harris County, Texas, being out of and a part of Lots 14 & 15, of MARY A. STEVENS, a subdivision as shown on the plat thereof recorded in Volume 42, Page 13 of the Harris County Deed Records and Lots 14 & 15, in Block 53, of FAIRGROUNDS ADDITION, a subdivision as shown on the plat thereof recorded in Volume 52, Page 222 of the Harris County Deed Records, same being all of a tract of land as described in a conveyance to Saulo F. Tropoli Trustee and Atlantic National Corporation by a substitute Trustee's deed recorded under Harris County Clerk's File Number M831675 and being more particularly described by metes and bounds as follows: (All bearings are based on the recognized plat of SOUTH SIDE BUFFALO BAYOU (unrecorded))

BEGINNING at a "X" cut in concrete set marking the intersection of the southeast right-of-way line of Travis Street (80-foot wide right-of-way) with the northeast right-of-way line of Rosalie Avenue (50-foot wide right-of-way) for the most westerly corner of Lot 14, of said FAIRGROUNDS ADDITION and the herein described parcel;

THENCE, North 35° 00' 00" East, along said southeast right-of-way line, a distance of 100.00 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set at the most westerly corner of Lot 16, in Block 53, of said FAIRGROUNDS ADDITION for the most northerly corner of Lot 15 and the herein described parcel, from which a 1/2-inch iron pipe found bears North 44° 16' 52" East, a distance of 1.23 feet;

THENCE, South 54° 56' 21" East, along the common line of said Lots 15 & 16, a distance of 85.00 feet to a 5/8-inch Iron rod with plastic cap stamped "BENCHMARK ENGR" set at an interior corner of a tract of land as described in a conveyance to Dan R. Japhet, Trust by deeds recorded under Harris County Clerk's File Numbers D801188 & E871251 for the most easterly corner of the herein described parcel;

THENCE, South 35° 00' 00" West, along an interior northwesterly line of said Japhet, Trust tract, a distance of 100.00 feet to a "X" cut in concrete set in the northeast right-of-way line of said Rosalie Avenue at an exterior corner of said Japhet, Trust tract for the most southerly corner of the herein described parcel;

THENCE, North 54° 56' 21" West, along said northeast right-of-way line, a distance of 85.00 feet to the POINT OF BEGINNING and containing a computed area of 0.195 of one acre (8,500 square feet) of land.

ATTACHMENT 1a
BID RESPONSE FORM

The Bid Response for the purchase and sale of two parcels of real property containing a total approximately 1.1479 acres, as more particularly described on the attached Exhibit A of the Invitation for Bid/Request for Proposals ("Property") consists of this form (Attachment 1a of the IFB), completed, signed, and notarized; the completed and signed Contract (Attachment 2a); the Earnest Money and Independent Consideration checks (cashier's checks); and signed IFB amendments, as described in Section 13.1 through 13.4 of the IFB.

Please type or print in the blanks below all applicable information. If the information is not applicable, please indicate by placing N/A in the blank. Additional sheets may be added as necessary to provide complete information. Please be sure to fill out this form completely.

1. Bidder information

The bidder must be a person or legal entity in existence on the date of bidder qualification. The name of the bidder in this Bid Response form must be the same as the name of the bidder in the Contract (Attachment 2a) and any additional documents that form the Bid Response. The following information must be provided:

Name of bidder:

Identity of principals/ authorized persons who may act on behalf of and bind bidder:

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

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

Principal/ Auth. person:

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

Contact person for bidder: _____

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

2. Bid price ("Purchase Price") for the Property: _____

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

4. Purchase and Sale Contract

Attached as Attachment 2a is the form of the Purchase and Sale Contract ("Contract") that is part of the Bid Response and will comprise the Contract between the buyer and HCCS for the purchase and sale of the Property. The Contract **must be completed and signed** by the bidder and submitted to HCCS as part of the Bid Response package. To complete the Contract, (a) fill in the name of the proposed buyer on the first page; (b) fill in the amount offered for the purchase price in Section 3.1; (c) fill in the amount of Earnest Money in Section 3.2; (d) fill in the buyer's name, address, and other contact information in Section 13.5 of the Contract; and (e) fill in the name of buyer's broker, if any, in Section 13.13 of the Contract (if none, write "none"). After completion of the information within the Contract, on the signature page, fill in name of the bidder after "Buyer:"; fill in any additional information (e.g. if limited partnership, name of general partner); **sign** the Contract on the line below the "Buyer" entity name(s)(if no line, sign in space below "Buyer" entity name); and below the signature, fill in name and title of person signing.

Any exceptions to the form of the Contract, which will be considered in the bid award process, must be noted here (no exceptions will be made after the Bid/Proposal Deadline):

Attach additional pages if needed

5. Bid Response Submission

Submit one original of all of the following as the bidder's Bid Response: (a) this completed and signed Bid Response form (Attachment 1a); (b) the completed and signed Contract (Attachment 2a); (c) a cashier's check in the amount of the Earnest Money made payable to HCCS; (d) a cashier's check in the amount of the Independent Consideration made payable to HCCS; and (e) a signed copy of each of the amendments issued under this IFB. If the Bid Response is accepted and approved by the HCCS Board of Trustees, the College will deposit the check for the Independent Consideration, which shall be non-refundable, and the check for the Earnest Money to be applied toward the Purchase Price at Closing or disposed of as otherwise set forth in the Contract. If the Bid Response is not accepted, the checks for the Earnest Money and Independent Consideration will be returned to the bidder.

[Verification and signature page for Bid Response for the sale of two parcels of real property containing a total approximately 1.1479 acres, as more particularly described on Exhibit A of the Invitation for Bid/Request for Proposals ("Property")]

6. Verification by bidder

State of _____ §
County of _____ §

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

The information submitted in the Bid Response is true and correct. I represent that if my Bid Response is accepted, as of the date of the purchase of the Property, except as otherwise set forth in the IFB and the Contract, I will have inspected the Property on which I am submitting a Bid Response to the extent I deem material. I further represent and warrant that I have read and understand the complete IFB and the requirements for the Bid Response; that I have asked any relevant questions that I would need to have answered before making a decision to purchase the Property; that I accept title to the Property "as is" without any warranty from HCCS except for the limited warranty of title set forth in the deed. I further acknowledge that I am a knowledgeable buyer of real property, that I have been advised to and understand that I have a right to have an attorney review the IFB and the Bid Response I am submitting. I further represent that I am not relying upon any representation, warranty, statement, or other assertion of the Houston Community College System, or any agent, consultant, representative, or employee of HCCS. Further, I represent that I am legally authorized to sign this Bid Response form, the Contract, and other all documents comprising the Bid Response contained therein on behalf of the bidder, and have the authority to sign any other documents relating to the purchase and sale of this Property and bind the bidder to the terms thereof. The foregoing representations and all material terms and conditions of this IFB and Bid Response shall survive award of the bid to the undersigned bidder and execution of the Contract.

NAME OF BIDDER: _____

By: _____ Date: _____
(Signature)

Printed Name: _____

Title: _____

Sworn to and subscribed before me on this _____ day of _____, 2019,
by _____ of _____
_____.

(Notary)

(Commission expires)

ATTACHMENT 1b
GROUND LEASE RESPONSE FORM

The Ground Lease Response for the lease of two parcels of real property containing a total approximately 1.1479 acres, as more particularly described on the attached Exhibit A of the Invitation for Bid/Request for Proposals ("Property") consists of this form (Attachment 1b of the IFB), completed, signed, and notarized; the completed and signed Ground Lease (Attachment 2b); the Security Deposit check (cashier's check); and signed IFB amendments, as described in Section 15.1 through 15.5 of the IFB.

Please type or print in the blanks below all applicable information. If the information is not applicable, please indicate by placing N/A in the blank. Additional sheets may be added as necessary to provide complete information. Please be sure to fill out this form completely.

1. Proposer information

The proposer must be a person or legal entity in existence on the date of proposal qualification. The name of the proposer in this Proposal Response form must be the same as the name of the bidder in the Ground Lease (Attachment 2b) and any additional documents that form the Proposal Response. The following information must be provided:

Name of Proposer: _____

Identity of principals/ authorized persons who may act on behalf of and bind proposer: _____

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

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

Principal/ Auth. person:

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

Contact person for proposer: _____

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

Total amount of Base Rent over Term (Ex D of the Ground Lease):

3. Use to which the proposer intends to put the Property:

4. Ground Lease

Attached as Attachment 2b is the form of the Ground Lease Agreement ("Ground Lease") that is part of the Proposal Response and will comprise the Ground Lease between the proposer, as Lessee, and HCCS for the lease of the Property. The Ground Lease **must be completed and signed** by the proposer and submitted to HCCS as part of the Proposal Response package. To complete the Ground Lease, (a) in the first paragraph, fill in the official legal name of the Lessee and type of entity and state or organization; (b) in the first blank under Section 3.1, insert the proposed number of years for the Term of the Ground Lease (between 75 and 99 years); (c) in the second blank under Section 3.1, insert the Expiration Date based on the Term proposed; (d) in the third blank under Section 3.1, insert the anticipated date of substantial completion of the Improvements (as defined in the Ground Lease) to be constructed by the lessee; (e) in Section 6.1, insert the amount of Security Deposit proposed; (f) in Article XIV, page 17, fill in the lessee's name, address, and other requested contact information and the name of other representatives of the proposer who would receive notices; (g) fill in the name of proposer's broker, if any, in Section 13.1 of the Ground Lease (if none, write "none"). Complete Exhibit D, Rent Schedule, that is attached to the Ground Lease. Set forth the proposer's offered Base Rent amount during the Pre-Commencement Term and during the time period between the Commencement Date and the Expiration Date. Include all amounts for Base Rent during the Term (including the proposed escalator over the Term). After completion of the information within the Ground Lease, on the signature page (page 19), fill in name of the proposer after "Lessee:"; fill in any additional information (e.g. if limited partnership, name of general partner); **sign** the Ground Lease on the line below the "Lessee" entity name(s)(if no line, sign in space below "Lessee" entity name); and below the signature, fill in name and title of person signing.

Any exceptions to the form of the Ground Lease, which will be considered in the proposal award process, must be noted here (no exceptions will be made after the Bid/Response Deadline):

Attach on separate page

5. Proposal Response Submission

Submit one original of all of the following as the proposer's Proposal Response: (a) this completed and signed Proposal Response form (Attachment 1b); (b) the completed and signed Ground Lease (Attachment 2b)(see Section 15 of the IFB and Section 4 of this Proposal Response Form; (c) a cashier's check in the amount of the Security Deposit made payable to HCCS; and (d) a signed copy of each of the amendments issued under this IFB. If the Bid Response is accepted and approved by the HCCS Board of Trustees, the College will deposit the check for Security Deposit. If the Proposal Response is not accepted, the check for the Security Deposit will be returned to the proposer.

ATTACHMENT 2a
PURCHASE AND SALE CONTRACT

This Purchase and Sale Contract (this “**Contract**”) is made and entered into by and between **HOUSTON COMMUNITY COLLEGE SYSTEM**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education as defined in Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas (“**Seller**”) and _____, a _____ [individual or type of entity], (“**Buyer**”) dated effective as of the Effective Date (as defined below). Individually, the Seller and Buyer shall be referred to herein as “**Party**” and collectively as “**Parties**.”

ARTICLE I.
DEFINED TERMS AND EXHIBITS

1.1 **Definitions.** As used herein, the following terms shall have the meanings respectively indicated:

a. “**Bid Response**” means Buyer's sealed bid offer package containing all the documents required in Section 13 of the Seller’s Invitation for Bid No. 19-60, including, without limitation, the signed Bid Response form, a signed counterpart of this Contract, a cashier’s check for the Earnest Money required under this Contract and the IFB, the cashier’s check for the Independent Consideration required under this Contract and the IFB, and the signed amendments to the IFB, if any. If the Buyer’s bid is to be recommended and is thereafter accepted for the award of the Contract by the HCCS Board of Trustees, the completed and signed Required Forms (as defined in the IFB). the IFB) will become part of the Bid Response.

b. “**Board of Trustees**” means the Board of Trustees of the Houston Community College System.

c. “**Business Day**” or “**Business Days**” mean any day that is (a) not Saturday or Sunday; (b) not a public holiday as defined by Chapter 662 of the Texas Local Government Code; (c) not a day designated as a non-work day by the Board of Education; and (d) both Buyer and Seller are open for business.

d. “**Closing**” means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract.

e. “**Closing Date**” as defined in Section 11.1 hereof.

f. “**Contract**” is defined the opening paragraph hereof.

g. “**Deed**” is defined in Section 11.3(a) hereof.

h. “**Deliverables**” means any documents relating to or connected with the Property that are provided to the Buyer by the Seller, including, without limitation, the Surveys; the Title Commitment; any title reports, and/or any title documents; any environmental, geological, or other reports; and any other information provided by the Seller or any agent of the Seller.

- i. **“Earnest Money”** is defined in Section 3.2 hereof.
- j. **“Effective Date”** means the date that a fully executed copy of this Contract is received by the Title Company.
- k. **“Environmental Condition”** means the presence of any Hazardous Material (other than asbestos and lead based paint) that had not been previously disclosed to Buyer, that is either (i) required to be removed or remediated from the Property by applicable Environmental Law; or (ii) would materially adversely affect the use or value of the Property.
- l. **“Environmental Law”** or **“Environmental Laws”** means any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments including the following acts, as amended: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; and the Safe Drinking Water Act.
- m. **“Hazardous Materials”** means (a) petroleum or petroleum products, fractions, derivatives or additives, natural or synthetic gas, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls and radon gas; (b) any substances defined as or included in the definition of “hazardous wastes”, “extremely hazardous substances”, “restricted hazardous wastes”, “toxic substances”, “toxic chemicals” or “toxic pollutants”, “contaminants” or “pollutants” or words of similar import under any Environmental Law; (c) radioactive materials, substances and waste and radiation; and, (d) any other substance to which exposure is regulated under any Environmental Law.
- n. **“Indemnitees”** is defined in Section 5.3 hereof.
- o. **“Independent Consideration”** is defined in Section 3.3 hereof.
- p. **“Inspection Period”** means the period commencing with the Effective Date and ending at 5:00 p.m. of the day that is thirty (30) days thereafter in order to perform the due diligence and inspection described in Article V of the Contract.
- q. **“Invitation for Bid”** or **“IFB”** means that certain Invitation for Bid 19-60, including all attachments and exhibits, prepared and issued by Seller requesting sealed bid offers for purchase of the Property.
- r. **“Law”** means any law, statute, rule, regulation, ordinance or order of any governmental entity (whether federal, state, local or otherwise) having authority over the Property or this Contract, whether or not in effect as of the Effective Date.
- s. **“Permitted Exceptions”** means all matters, encumbrances, reservations or exceptions to title to the Property, which are permitted pursuant to the terms of this Contract, including those that are acceptable to Buyer or are otherwise waived as objections by Buyer under Section 4.3 of the Contract.

t. **“Property”** means two parcels of real property containing a total of approximately 1.1479 acres in Houston, Harris County, Texas, as more particularly described on the attached Exhibit A (**“Land”**), together, but without warranty, the right, title, and interest of Seller, if any, to (i) the improvements located thereon (**“Improvements”**); and (ii) any easements, tenements, hereditaments, privileges and appurtenances benefitting such Land (**“Appurtenances”**). The term Property means the Land, Improvements, and Appurtenances. The Property comprises the block bounded by Main Street, Rosalie Street, Anita Street, and Travis Street,

u. **“Purchase Price”** is defined in Section 3.1 hereof.

v. **“Survey” or “Surveys”** means one or both the survey of one parcel of the Property containing approximately 0.9529 acres conducted by Orlando J. Teran dated December 10, 2010 (“Tract 1 Survey”) and a survey of the other parcel of the Property containing approximately 0.195 acres conducted by Orlando J. Teran dated June 26, 2009 (“Tract 2 Survey”).

w. **“Title Commitment”** means the Commitment for Title Insurance issued by the Title Company and underwritten by Stewart Title Guaranty Company under with a GF No. 19000330423 issued on March 25, 2019, which may be updated prior to Closing.

x. **“Title Company”** means Stewart Title Company, located at 1980 Post Oak Boulevard, Suite 610, Houston, Texas 77056, acting by and through its agent Beth Forrest, Senior Escrow Officer, 713- 625-8176; email: Beth.Forrest@Stewart.com.

y. **“Title Policy”** means the Owner's Policy of Title Insurance issued by the Title Company in accordance with the terms and provisions of Section 4.4 hereof.

1.2 Exhibits. The following Exhibits are attached hereto and incorporated herein for all purposes:

Exhibit “A” – Property Description

Exhibit “B” – Form of Deed

ARTICLE II. AGREEMENT OF PURCHASE AND SALE

2.1 General. Upon and subject to the terms and conditions of this Contract, Seller agrees to sell and convey to Buyer the Property and Buyer hereby agrees to buy and take the Property from Seller. The Property will be conveyed at Closing by Seller to Buyer in fee simple, except for Permitted Exceptions.

2.2 Disclaimer of Representations and Warranties by Seller. **IT IS UNDERSTOOD AND AGREED THAT SELLER HAS NOT MADE AND IS NOT NOW MAKING, AND SELLER SPECIFICALLY AND EXPRESSLY DISCLAIMS AND BUYER VOLUNTARILY AND WITH KNOWLEDGE WAIVES, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, (I) MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE WARRANTY DEED TO BE DELIVERED AT**

CLOSING); (II) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY AND ANY OTHER ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES AND ANY SEISMIC TESTING; (IV) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) DRAINAGE AND DETENTION REQUIREMENTS; (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (VII) THE EXISTENCE OF VESTED LAND USE, ZONING, OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY AND THE COMPLIANCE WITH ANY ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT AND; (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (IX) USAGES OF ADJOINING PROPERTY; (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (XI) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, INCOME POTENTIAL, FINANCIAL PROSPECTS, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (XII) ANY RESTRICTIONS ENCUMBERING THE PROPERTY AND THE COMPLIANCE WITH ANY RESTRICTIONS ON THE PROPERTY; (XIII) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XIV) THE INTEGRITY AND QUALITY OF ANY IMPROVEMENTS, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND WHETHER SUCH IMPROVEMENTS, IF ANY, COMPLY WITH APPLICABLE LAW; (XV) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; (XVI) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XVII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVIII) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO BUYER, INCLUDING, WITHOUT LIMITATION, THE DELIVERABLES AND THE INVITATION FOR BID (AS DEFINED HEREIN); (XIX) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON SELLER'S INFORMATION, SKILL, OR JUDGMENT OR ANY INFORMATION IN THE INVITATION FOR BID TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); AND/OR (XX) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS) AND WHETHER THE PROPERTY HAS BEEN GRANTED A SPECIAL ASSESSMENT OR IS SUBJECT TO

ANY ROLLBACK TAXES OR MANAGEMENT DISTRICT OR OTHER SPECIAL DISTRICT FEES.

2.3 SALE "AS IS". BUYER IS NOT RELYING UPON, HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER, OR ANY INFORMATION OR REPORTS OR OTHER DELIVERABLES MADE AVAILABLE BY SELLER, INCLUDING WITHOUT LIMITATION, THE INVITATION FOR BID, ANY REPORTS, THE TITLE COMMITMENT, THE SURVEY, OR STATEMENTS OF ANY OF SELLER'S AGENTS AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE WILL HAVE BEEN MADE. BUYER ACKNOWLEDGES THAT ANY AND ALL DELIVERABLES WERE PREPARED OR CREATED BY THIRD PARTIES OTHER THAN SELLER AND RELEASES SELLER FROM ANY LIABILITY IN CONNECTION WITH THE INFORMATION, REPORT, TITLE COMMITMENT, SURVEYS, OR OTHER DELIVERABLES. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED, AND SOPHISTICATED BUYER AND OWNER OF REAL ESTATE AND REAL ESTATE USED FOR THE PURPOSE FOR WHICH BUYER MAY ELECT TO PUT THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN MAKING DECISIONS WITH RESPECT TO AND IN PURCHASING THE PROPERTY. BUYER HAS HAD THE OPPORTUNITY TO AND/OR WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY OR ADVISABLE, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, THE INCOME POTENTIAL OF, AND THE DEGREE TO WHICH THE PROPERTY CONFORMS WITH ANY APPLICABLE LAWS, AND SHALL RELY AND HAS RELIED SOLELY UPON BUYER'S OWN INVESTIGATIONS. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS AND ADVERSE INCOME POTENTIAL, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM BUYER MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY.

2.4 Survival. THE TERMS AND CONDITIONS OF SECTIONS 2.2 AND 2.3 SHALL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH ANY CLOSING DOCUMENTS AND SHALL BE SET FORTH IN THE WARRANTY DEED. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, UNLESS THE SAME ARE EXPRESSLY SET FORTH BY TERMS CONTAINED IN THIS CONTRACT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS

THE DISCLAIMERS OF SELLER AND THE “AS IS” NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. BUYER HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS CONTRACT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS ARTICLE VIII ARE AN INTEGRAL PART OF THIS CONTRACT AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO BUYER WITHOUT SUCH PROVISIONS.

ARTICLE III. PURCHASE PRICE

3.1 The Purchase Price. The “**Purchase Price**” to be paid by Buyer to Seller for the Property shall be _____ and ___/100 Dollars (\$ _____) in good funds.

3.2 Earnest Money. Buyer has, in connection with Buyer's submittal of its Bid Response, submitted to Seller a check for the sum of One Hundred Thousand and 00/100 Dollars (\$ 100,000.00), which was deposited for the purpose of constituting Buyer's earnest money deposit for this Contract (the “**Earnest Money**”). The Earnest Money shall be held by Seller and may be commingled with Seller's other funds and accounts and Seller shall not be required to maintain funds in a separate account or to bear interest of any kind. If the purchase and sale under the Contract is consummated in accordance with the terms and provisions hereof, the Earnest Money or amount of the Earnest Money shall be credited to Seller at Closing as partial payment of the Purchase Price due at the Closing. In the event that the Seller has signed this Contract and the transaction does not proceed to Closing, the Earnest Money shall be disposed of as otherwise set forth in this Contract.

3.3 Independent Consideration. Buyer has, in connection with Buyer's submittal of its Bid Response, submitted to Seller a cashier's check for the sum of One Thousand and No/100 Dollars (\$1,000.00) (“**Independent Consideration**”). The Independent Consideration is for Buyer's right to terminate the Contract during the Inspection Period under the conditions set forth in Section 5.1(d). The Independent Consideration is in addition to and independent of all other consideration provided in this Contract, and is nonrefundable in all events (except in the event that the Seller does not award the Contract or a contract to the Buyer).

ARTICLE IV. TITLE AND SURVEY

4.1 Title Commitment; Survey. Buyer acknowledges that prior to submitting a Bid Response for purchase of the Property and execution of this Contract, a copy of the Title Commitment and the Surveys were made available to the Buyer. Notwithstanding the foregoing, at its sole cost and expense, within ten (10) days of the Effective Date, Buyer may obtain an updated Title Commitment and copies of the documents referenced in Schedule B and Schedule C of the Title Commitment; and within fifteen (15) days of the Effective Date, Buyer may obtain updated Surveys or a new survey (“**New Survey**”). If Buyer elects to obtain an updated Title Commitment, Buyer shall cause the Title Company to provide a copy to Seller along with any exception and other title documents referenced in the updated Title Commitment. If Buyer elects to obtain an updated Survey or Surveys or a New

Survey, the Buyer shall provide a copy to the Seller and Title Company; such updated Survey or Surveys or New Survey must be acceptable to Seller, including the geometry of the Land and the indication of Improvements; and such updated Survey, Surveys, or New Survey must contain a certificate to the Buyer, Seller, and Title Company.

4.2 Review of the Title Commitment and Survey. Buyer shall have twenty (20) days from the Effective Date for review of the Surveys or New Survey and the Title Commitment (including all legible copies of the title documents referred to in Section 4.1) ("**Title Objection Period**") to review such items and to deliver in writing such objections as Buyer may have to anything contained or set forth in the Surveys or New Survey or in the Title Commitment (collectively, the "**Title Objections**"). Except for any Monetary Liens, any such items to which Buyer does not object within the latter of the Title Objection Period shall be deemed to be Permitted Exceptions.

4.3 Seller's Opportunity to Cure Title Objections. Seller may, but shall not be obligated to, cure the Title Objections. Notwithstanding the foregoing, with respect to any matter shown on Schedule C of the Title Commitment such as mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other monetary liens ("**Monetary Liens**") that were created by or under the Seller, on or before Closing, Seller agrees to work with the Title Company to cure, release, or remove any such Monetary Liens and any Monetary Liens shall not constitute Permitted Exceptions.

4.4 Title Policy. At Closing or shortly thereafter, Buyer, at its sole cost and expense, may obtain a Title Policy under the Title Commitment. In such case, the Title Policy shall be issued by the Title Company in the amount of the Purchase Price and shall insure good and indefeasible title to the Property in Buyer. The Title Policy shall be subject to the Permitted Exceptions.

ARTICLE V. BUYER'S DUE DILIGENCE

5.1 Inspection of the Property.

a. Right of Access and Entry. Buyer acknowledges that prior to submitting a Bid Response for purchase of the Property and execution of this Contract, copies of the Deliverables were made available to Buyer, Buyer had the opportunity to review the Deliverables (and have it/them reviewed by Buyer's consultants), and Buyer had the opportunity to visit and make a physical examination of the Property. During the Inspection Period, subject to the requirements set forth herein, Seller hereby grants Buyer and its designated representatives the continual right to access and enter the Property at reasonable times and upon not less than 24-hour notice to Seller for the purpose of Buyer conducting non-invasive tests, studies, appraisals, or inspections deemed necessary by Buyer to evaluate the condition of the Property. Buyer and Buyer's contractors must comply with any and all reasonable entry rules or requirements that Seller may require and shall not interfere or disrupt any business operations or other activities of Seller. In the event that Buyer has been advised by its contractors or consultants that invasive testing, including taking soil, water, and any other samples or doing soil borings, is required, Buyer will notify the Seller in writing as to the necessity and extent of such testing and will provide documentation evidencing the need for invasive testing. Upon review of the information and documentation provided by Buyer, Seller will determine if such invasive testing may proceed.

b. Standards and Liability for Entry and Investigations. All tests and inspections shall be conducted in a good and workmanlike manner, by persons trained, licensed, and experienced

in performing such inspections, and in conformity with all applicable governmental and industry standards and the Law. Buyer shall be solely responsible for all costs of and liability for all inspections and investigations performed by Buyer or Buyer's contractors on the Property. After completion of such inspection, if Buyer does not purchase the Property under the right to terminate in Section 5.1(d), Buyer shall restore the Property to substantially the same or better condition as before such inspection commenced.

c. Insurance. Prior to any entry upon the Property by Buyer or Buyer's agents, employees, consultants, contractors and representatives, Buyer shall deliver to Seller evidence that Buyer and Buyer's agents maintain in force commercial general liability insurance naming Seller as an additional insured with limits of at least One Million Dollars (\$1,000,000.00) for bodily or personal injury or death and property damage.

d. Notice of Termination During Inspection Period. In the event that Buyer determines that the Property is unusable due to its condition, Buyer may terminate the Contract so long as Buyer provides written notification of termination of this Contract under this Section 5.1(d) to Seller (the "Termination Notice") on or before 5:00 p.m. of the last day of the Inspection Period ("Termination Deadline"). In the event that Buyer has provided the Termination Notice to Seller on or before the Termination Deadline, Buyer shall be entitled to a return of its Earnest Money (but not the Independent Consideration) and neither Party shall have any further right, obligations or liabilities hereunder, other than those provisions hereof that expressly survive any such termination. If Buyer fails to provide the Termination Notice by the Termination Deadline, this Contract shall remain in effect, the Earnest Money shall become non-refundable, and the Parties shall proceed to Closing.

5.2 Results of Due Diligence. Buyer agrees to provide Seller with a copy of any inspection, test, or report created pursuant to Buyer's inspections or tests under this Section 5.2 within three (3) days after its receipt thereof and prior to the issuance of any final version of such report so that Seller may have an opportunity to object to or dispute any information contained therein.

5.3 Release and Indemnity. **FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, BUYER AGREES TO AND HEREBY DOES (A) ON BEHALF OF ITSELF AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS (COLLECTIVELY "BUYER PARTIES"), INDEMNIFY, RELEASE, AND HOLD SELLER AND SELLER'S OFFICERS, MEMBERS OF THE BOARD OF TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL, LIABILITIES, DEBTS, DAMAGES, LOSSES, CLAIMS, CAUSES OF ACTION, SUITS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND CLAIMS RELATED TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE (INDIVIDUALLY AND COLLECTIVELY, "CLAIMS") INCURRED BY SELLER OR ANY OF THE INDEMNITEES AS A RESULT OF, ARISING OUT OF, OR RELATED TO BUYER'S OR ANY OF THE BUYER PARTIES ENTRY UPON THE PROPERTY OR EXERCISE OF ANY DUE DILIGENCE WITH RESPECT TO THE PROPERTY, WHETHER OR NOT OCCURRING PRIOR OR SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CONTRACT.**

5.4 Survival of Obligations. The obligations of Buyer for restoration of the Property under Section 5.1(b), for insurance in Section 5.1(c), the requirement of Buyer to provide Seller with copies

of any and all reports under Section 5.2, and the release and indemnification set forth in Section 5.3 shall survive (i) the termination of this Contract by either Buyer or Seller; or (ii) the Closing and shall not be merged into the Deed or any other Closing document.

**ARTICLE VI.
REPRESENTATIONS AND WARRANTIES OF BUYER**

6.1 Buyer's Representations and Warranties. Buyer represents, warrants, covenants and agrees with Seller that as of the Effective Date and as of the Closing Date, (a) Buyer has and shall have the financial and other resources necessary and the full right, power and authority to purchase the Property from Seller as provided in this Contract and to carry out its obligations hereunder; (b) all required action necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder has been taken; and (c) the execution of this Contract and the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any instruments to which Buyer is a party or by which Buyer is bound. Buyer shall give Seller immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a change in the representations in this Section 6.1 or a breach by Buyer of any of its representations or warranties set forth in this Section 6.1. Notwithstanding anything herein to the contrary, the representations and warranties of Buyer hereunder shall survive the Closing and shall not be merged into the Deed or any other Closing document.

**ARTICLE VII.
REPRESENTATIONS AND WARRANTIES OF SELLER**

- 7.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer that:
- a. As of the Effective Date, to Seller's knowledge, Seller has not received any written notice that litigation that has been filed or any written notification that condemnation proceedings have been recorded that affect the Property.
 - b. To Seller's knowledge, as of the Closing Date, except as may be set forth in recorded instruments, no tenants or other third parties shall have any rights of possession of any portion of the Property;.
 - c. To Seller's knowledge, all bills and other payments due from Seller under written contracts with respect to Property will be paid or satisfied in full prior to or at Closing.
 - d. As of the Effective Date and as of the Closing Date, Seller has and will have obtained from the Board of Trustees the authority to perform under this Contract and to execute and deliver all of the Closing documents specified in Section 11.3 hereof.
 - e. To Seller's knowledge, it has not received any written notice of condemnation or intent to condemn any portion of the Property from any governmental authority. In the event Seller receives such written notice after the Effective Date, it shall provide Buyer a copy of the notice within five (5) days of receipt. Buyer shall have fifteen (15) days from the receipt thereof (which may extend the Closing Date if necessary) to determine the extent of the proposed condemnation and to determine if the proposed condemnation interferes with its intended use. In the event Buyer reasonably determines that the condemnation will interfere with its intended use of the Property, it may notify Seller of its election to terminate the Contract on or before the end of the fifteen (15) day period

provided in this Section 7.1(e), in which event the Earnest Money shall be returned to Buyer and neither Buyer or Seller shall have any further right, obligations or liabilities hereunder, other than those provisions hereof that expressly survive any such termination.

7.2 Buyer acknowledges that with regard to the representations and warranties set forth in this Contract, including, Section 7.1, Seller has made no special investigation of and has no duty to investigate the matters set forth therein. For purposes of the representations contained in Section 7.1, the term "Seller" shall mean Mr. Marshall Heins, Chief Facilities Officer, Finance and Administration, Houston Community College System and the term "knowledge" means the actual (and not imputed or constructive) knowledge of Marshall Heins without a duty to investigate or inquire. Seller shall give Buyer notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Seller of any of its representations or warranties set forth in this Section 7.1. Seller's warranties and representations shall survive for a period of two (2) months from the Closing Date and shall not be merged into the Deed or any other Closing document.

**ARTICLE VIII.
EXPRESS COVENANTS OF SELLER; "AS-IS" SALE**

8.1. Covenants of Seller. Between the Effective Date and the Closing, Seller expressly covenants and agrees that:

a. Seller shall give Buyer written notice of the institution of or receipt of written notice of any litigation or threatened litigation affecting the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property.

b. Other than in Seller's ordinary course of business, Seller shall not impose upon the Property any new or additional encumbrances to title (except for any encumbrances created or required by a governmental entity) and shall discharge, or cause to be discharged, any claims of liens that may be imposed upon the Property following the Effective Date arising by, through or under Seller.

**ARTICLE IX.
CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE**

9.1 Closing Documents. Seller shall have provided to Buyer at Closing, each of the documents required pursuant to Section 11.3 hereof; and

9.2 Title Commitment. Seller shall have satisfied the Title Company's requirements of Seller contained in Schedule C of the Title Commitment or otherwise cause the Title Company to agree to waive such requirement(s); and

9.3 No Default. Seller is not in default hereunder.

**ARTICLE X.
CONDITION PRECEDENT TO SELLER'S PERFORMANCE**

10.1 Conditions to Seller Closing. Seller shall not be obligated to perform under this Contract unless:

- a. Payment of Purchase Price. Buyer shall have delivered the Purchase Price to the Title Company on or before the Closing Date in good funds (wired funds or cashier's check);
- b. Closing Documents. Buyer shall have provided to Seller at Closing each of the documents required pursuant to Section 11.4 hereof;
- c. Buyer's Warranties, Representations and Covenants. Each of Buyer's warranties and representations set forth in Article VI hereof shall be true and correct as of the Effective Date and as of the Closing;
- d. No Default. Buyer has complied with the terms and conditions of this Contract, performed all of its obligations under this Contract, and is not in default hereunder; and
- e. Board Approval. On or before Closing, Seller shall have obtained approval from the Board of Trustees to close this transaction.

ARTICLE XI. CLOSING

11.1 Date and Place of Closing. The Closing hereunder shall take place on or before fifteen (15) days from the end of the Inspection Period, in the offices of the Title Company, or at such other place or on such earlier date as Seller and Buyer may mutually agree (the "Closing Date"). Notwithstanding the foregoing, the Closing Date may be adjusted by mutual agreement of the Parties or due to the date of the meeting at which the Board of Trustees authorizes the resolution and order for sale of the Property.

11.2 Items to be Delivered at the Closing.

11.3 Seller. At the Closing, Seller shall deliver to the Buyer through the Title Company each of the following items:

- a. A special warranty deed in the form attached hereto as Exhibit B executed and acknowledged by Seller (the "Deed");
- b. A closing statement setting forth the Purchase Price and all closing credits and adjustments for both Parties that are expressly provided for in this Contract ("Closing Statement") executed by Seller;
- c. A certificate executed by Seller in the form acceptable to the Title Company evidencing that Buyer will not be required to withhold any tax and that no withholding liability exists as of the Closing under Section 1445 of the Internal Revenue Code (and the implementing regulations); and
- d. Any and all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller's counsel may mutually and reasonably determine are necessary to the proper consummation of this transaction.

11.4 Buyer. At the Closing, Buyer shall deliver to the Title Company each of the following items:

- a. The total Purchase Price, after deducting therefrom the Earnest Money and any other credits to which Buyer may be entitled at Closing pursuant to the terms of this Contract;
- b. A counterpart of the Deed signed by Buyer;
- c. The Closing Statement executed by Buyer;
- d. Documentation required by the Title Company reflecting the authorization of Buyer to close this transaction and execute all of the documents required in connection therewith; and
- e. Any and all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller's counsel may mutually and reasonably determine are necessary to the proper consummation of this transaction.

11.5 Property Taxes. Seller represents to Buyer that it is exempt from ad valorem taxes. Any real estate (ad valorem) taxes that may be assessed on or against the Property for any period of time after the Closing Date shall be the responsibility of and paid for by Buyer. Seller shall have no responsibility for any of the ad valorem taxes related to the Property. The obligations of Buyer under this Section 11.5 shall survive the Closing and shall not be merged into the Deed or any other Closing document.

11.6 Possession. Possession of the Property shall be delivered to Buyer by Seller on the Closing Date.

11.7 Seller's Costs of Closing. Seller agrees to pay:

- a. All charges for tax certificates;
- b. Seller's attorney fees (outside of Closing);
- c. One-half (1/2) of any escrow fees charged by the Title Company (in an amount not to exceed \$250);
- d. Brokerage Commissions as set forth in Section 13.13; and
- e. Charges incurred by Seller for the procurement, preparation, and recording of any releases, waivers or other instruments required to clear any Monetary Liens as shown on Schedule C of the Title Commitment.

11.8 Buyer's Cost of Closing. Buyer agrees to pay:

- a. Any costs associated with the Title Commitment and the premium for issuance of the Title Policy described under Section 4.4, including any premium for any deletion, modification or endorsement;

- b. Any costs associated with obtaining an updated Survey or a New Survey, if any;
- c. Buyer's attorneys' fees;
- d. One-half (½) of any escrow fees;
- e. Recording fees for the Deed or other closing documents;
- f. All fees related to any financing obtained by Buyer (including, but not limited to, any recording fees); and
- g. The costs of any inspections or due diligence conducted by Buyer.

All other costs, fees, penalties and other expenses incurred at the Closing shall be paid by Seller and/or Buyer as is customarily done in connection with a closing in Harris County, Texas of the type of transaction contemplated by this Contract.

ARTICLE XII. DEFAULTS AND REMEDIES

12.1 Seller's Defaults; Buyer's Remedies.

a. Seller's Defaults. Subject to the terms of this Contract and provided Buyer is not in default hereunder, Seller shall be deemed to be in default of this Contract if (i) any representation or warranty of Seller under Section 7.1 hereof shall be false or incorrect in any material respect at the time such representation is made unless subsequently amended or corrected; (ii) Seller shall fail to perform any covenant required to be performed on its part under Section 8.1 hereof; or (iii) Seller shall fail to convey the Property pursuant to the terms of this Contract other than as expressly provided herein.

b. Buyer's Remedies. In the event of default of the Seller as set forth in Section 12.1(a), Buyer's sole and exclusive remedy in the event of a default or breach by Seller will be to terminate this Contract, whereupon Buyer shall be entitled to a refund of the Earnest Money. BUYER HEREBY WAIVES ANY RIGHT TO BRING A SUIT FOR DAMAGES OR TO PURSUE ANY OTHER RIGHT AVAILABLE AT LAW OR IN EQUITY.

12.2 Buyer's Defaults; Seller's Remedies.

a. Buyer's Default. Subject to the terms of this Contract and provided Seller is not in default hereunder, Buyer shall be deemed to be in default of this Contract if (i) any representation or warranty of Buyer under Section 6.1 hereof shall be false or incorrect in any material respect at the time such representation is made unless subsequently amended or corrected; (ii) Buyer fails to provide immediate notice to Seller upon the occurrence of any event, or receipt of any notice, which might alter any of its representations or warranties of Buyer in this Contract or in its Bid Response; or (iii) Buyer fails to meet, comply with, or perform any covenant, agreement, obligation, or requirement on its part required under this Contract, including, but not limited to, payment of the Purchase Price or the failure to close on the Closing Date.

b. Seller's Remedy. In the event Buyer shall be deemed to be in default hereunder, Seller may, in its sole and absolute discretion, either (i) terminate this Contract whereupon Seller shall be entitled to retain the Earnest Money as liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default; or (ii) any other remedy available at law or equity. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of Seller's damages, considering all the circumstances existing as of the date of this Contract and is not a penalty. Additionally, in the event Buyer shall be deemed to be in default under Section 5.1(b), Section 5.1(c), Section 5.2, and Section 5.3 or of any other provision of this Contract that is expressly provided to survive the Closing, Seller may pursue all remedies available to it at law or in equity in connection with such default by Buyer.

ARTICLE XIII. MISCELLANEOUS

13.1 References. All references to "Article", "Articles", "Section", or "Sections" contained herein are, unless specifically indicated otherwise, references to articles and sections/paragraphs of this Contract.

13.2 Exhibits. All references to "Exhibits" contained herein are references to exhibits attached hereto, all of which are made a part of this Contract for all purposes.

13.3 Captions. The captions, headings and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

13.4 Number and Gender of Words. Whenever the singular number is used herein, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

13.5 Notices. All notices, demands and requests and other communications required or permitted hereunder shall be in writing and shall be sent by (a) prepaid postage, registered or certified mail, return receipt requested; (b) by nationally recognized overnight courier with receipt confirmation or tracking services; (c) by hand delivery; or (d) by facsimile or other electronic transmission (including electronic mail); and shall be deemed to be delivered (i) three (3) Business Days after being deposited in a domestic postal depository of the United States Postal if sent by prepaid postage as provided in clause (a) above; (ii) the next Business Day after deposit with a nationally recognized overnight courier (with receipt confirmation or tracking services) prior to such courier's overnight delivery deadline for the day of deposit (and the next Business Day after the day following the day of deposit if deposited after such courier's overnight delivery deadline for the day of deposit); (iii) the same day of being sent by facsimile or electronic mail; or (iv) when delivered with evidence of delivery, if sent by hand delivery. Buyer's and Seller's respective addresses for purposes of this Contract, and to which all notices required hereunder shall be sent, are as follows:

If to Seller: Houston Community College System
Mr. Marshall Heins
Chief Facilities Officer, Finance and Administration
Houston Community College System
3100 Main Street
Houston, Texas 77004
Telephone: 713-718-7564
Facsimile: 713-718-5976
Email: marshall.heins@hccs.edu

With a copy to: Jackquiline Swindle
Director, Building Operations & Auxiliary Services
Houston Community College System
3100 Main Street, Mail Code 12C12
Houston, Texas 77002
Telephone: 713-718-5026
Facsimile:
Email: Jackquiline.swindle@hccs.edu

With a copy to: Mr. Ashley Smith, General Counsel
Ms. Nicole Montgomery, Deputy General Counsel
Houston Community College System
3100 Main Street, Mail Code 1106
Houston, Texas 77002
Telephone: 713-718-5027 (Ashley Smith)
Telephone: 713-718-7023 (Nicole Montgomery)
Facsimile: 713-718-7585
Email: Edgar.Smith2@hccs.edu; Y.Montgomery@hccs.edu

With copy to: Thompson & Horton LLP
Attn: Maureen R.M. Singleton
Phoenix Tower, Suite 2000
3200 Southwest Freeway
Houston, Texas 77027
Facsimile: (713) 583-7909
Telephone: (713) 554-6750
Email: msingleton@thompsonhorton.com

If to Buyer:

Facsimile:
Telephone:
Email:

With a copy to:

Facsimile:
Telephone:
Email:

Either Party hereto may change its address for notice by giving three (3) Business Days prior written notice thereof to the other Party.

13.6 Governing Law; Venue. This Contract is being executed and delivered and is intended to be performed in the State of Texas, and the laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Contract, without regard to principles of conflicts of law. This Contract is performable in Houston, Harris County, Texas, and any claim, action or proceeding against a party arising out of or relating to this Contract or any transaction contemplated hereby or any judgment entered by any court in respect thereof may be brought in any federal or state court located in Houston, Harris County, Texas, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such action or proceeding. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Contract or any transaction contemplated hereby except in, and each Party irrevocably agrees to the venue of, the federal or state courts located in Houston, Harris County, Texas.

13.7 Assignment of Contract. This Contract may not be assigned by Buyer without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Any assignment or transfer of Buyer's rights hereunder, without Seller's consent, shall be null and void and shall constitute a default by Buyer hereunder. Prior to consideration of any assignment, the proposed assignee (a) shall provide evidence of the resources to close this transaction and the ability to perform under this Contract; and (b) shall complete, sign, and submit to the Seller for review and consideration, a conflict of interest questionnaire, a felony conviction notice, a non-collusion affidavit, and a 1295 form in the forms prescribed by law and as set forth in Attachments 3 through 6 attached to the IFB (collectively "**Required Forms**"). If a proposed assignee fails to submit the required information in clause (a) and the completed and signed Required Forms within the time period required by the Seller or if any information contained in the Required Forms (i) is incomplete; (ii) would prohibit the Seller from selling the Property to the assignee; or (iii) is otherwise unacceptable to the Seller, the Seller in its sole discretion may reject the proposed assignee and assignment of the Contract to the proposed assignee. In the event that Seller consents to an assignment of this Contract by Buyer, (A) the Buyer and assignee must execute a written assignment and assumption agreement in a form acceptable to Seller (with Seller's acknowledgement of approval on the assignment and assumption agreement) pursuant to which the assignee assumes all of Buyer's obligations and liabilities under this Contract; (B) a copy of the approved, fully executed assignment and assumption agreement is delivered to Seller and the Title Company prior to the Closing Date; and (C) Buyer continues to remain primarily liable to Seller for all Buyer's obligations and liabilities under this Contract..

13.8 Entirety and Amendments. This Contract embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the Property, including, but not limited to, the Invitation for Bid and the Bidder's Bid Response, and may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

13.9 Invalid Provisions. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future Laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Contract; and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically substituted as a part of this

Contract, a provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

13.10 Multiple Counterparts; Electronic Signatures. This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart. Any signatures required under this Contract may be attached in electronic form and any such electronic signatures shall be deemed valid and enforceable. A copy of this Contract signed by the Parties and other documents required under this Contract may be transmitted by, and the Parties agree to receive the executed Contract and other documents, via electronic mail.

13.11 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Seller to Buyer, Seller and Buyer agree to reasonably cooperate with each other to perform, execute and deliver or cause to be performed, executed and delivered at the Closing or thereafter any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby, but neither Party shall have any obligation to expend any funds in accomplishing same.

13.12 Time of the Essence. It is expressly agreed by the Parties hereto that time is of the essence with respect to this Contract. If the final day of any period of any date of performance under this Contract falls on a day other than a Business Day, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

13.13 Real Estate Brokerage; Disclosure. Seller represents that except for its agreement with Pollan Hausman Real Estate Services, LLC, a licensed real estate broker in the State of Texas (“**Seller’s Broker**”), it has not entered into any other agreement for real estate brokerage services relating to this transaction. Buyer represents to Seller that Buyer has entered into an agreement with _____, a licensed real estate broker in the State of Texas, (“**Buyer’s Broker**”) to represent Buyer in the purchase of the Property. At and conditioned upon Closing, Seller shall pay a real estate commission to Seller’s Broker in the amount agreed upon between Seller and Seller’s Broker under a separate agreement (“**Seller Brokerage Commissions**”). If Buyer is represented by Buyer’s Broker in this transaction, at and conditioned upon Closing, Seller will pay to Buyer’s Broker the following commission: three percent (3%) of the Purchase Price for a Purchase Price up to \$1,999,999.99; or two percent (2%) of the Purchase Price for a Purchase Price of \$2,000,000 to \$14,999,999.99 (“**Buyer Brokerage Commissions**”)(collectively, Seller Brokerage Commissions and Buyer Brokerage Commissions are referred to herein as “**Brokerage Commissions**”). Seller shall have no liability for commissions or otherwise to any agent or broker of Buyer except as set forth herein. **BUYER AGREES TO AND HEREBY DOES INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL CLAIMS OF ANY AGENTS, BROKERS, FINDERS OR SUCH OTHER PARTIES CLAIMING BY, THROUGH OR UNDER BUYER, WHICH INDEMNITY SHALL EXPRESSLY SURVIVE CLOSING OR ANY TERMINATION OF THIS CONTRACT.**

13.14 Survival. Notwithstanding anything herein to the contrary, all covenants and agreements contained herein and intended to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the Deed and other closing documents required hereby and shall specifically not be deemed to be merged into or waived by any instrument of Closing, but shall expressly survive and be binding upon Seller and Buyer.

13.15 WAIVER OF CONSUMER RIGHTS. BY EXECUTING THIS CONTRACT, BUYER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & 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.

[Signatures appear on the following page]

[Signature page for Purchase and Sale Contract for Two Parcels of Land containing a total of approximately 1.1479 acres]

EXECUTED by the Parties below:

Seller:

HOUSTON COMMUNITY COLLEGE SYSTEM

By: _____

Name: _____

Cesar Maldonado, Ph.D., P.E.
Chancellor

APPROVED AS TO FORM:

By: _____

BUYER:

By: _____

Name:

Title:

Date signed: _____

TITLE COMPANY RECEIPT

The undersigned Title Company acknowledges receipt of an original executed copy of this Purchase and Sale Contract on the ____ day of _____, 201__.

_____ **TITLE COMPANY**

By: _____

Name: _____

Title: _____

EXHIBIT A TO PURCHASE AND SALE CONTRACT

Property Description

[Insert legal description from the Survey(s)]

SPECIFICALLY AND EXPRESSLY DISCLAIMS AND GRANTEE VOLUNTARILY AND WITH KNOWLEDGE WAIVES, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, (I) MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THE WARRANTY DEED TO BE DELIVERED AT CLOSING); (II) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY AND ANY OTHER ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES AND ANY SEISMIC TESTING; (IV) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) DRAINAGE AND DETENTION REQUIREMENTS; (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORE; (VII) THE EXISTENCE OF VESTED LAND USE, ZONING, OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY AND THE COMPLIANCE WITH ANY ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT AND; (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (IX) USAGES OF ADJOINING PROPERTY; (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (XI) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, INCOME POTENTIAL, FINANCIAL PROSPECTS, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (XII) ANY RESTRICTIONS ENCUMBERING THE PROPERTY AND THE COMPLIANCE WITH ANY RESTRICTIONS ON THE PROPERTY; (XIII) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XIV) THE INTEGRITY AND QUALITY OF ANY IMPROVEMENTS, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND WHETHER SUCH IMPROVEMENTS, IF ANY, COMPLY WITH APPLICABLE LAW; (XV) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; (XVI) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XVII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVIII) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE DELIVERABLES AND THE INVITATION FOR BID ISSUED BY THE GRANTOR FOR SALE OF THE PROPERTY ("INVITATION FOR BID"); (XIX) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR

PURPOSE (GRANTEE AFFIRMING THAT GRANTEE HAS NOT RELIED ON GRANTOR'S INFORMATION, SKILL, OR JUDGMENT OR ANY INFORMATION IN THE INVITATION FOR BID TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT GRANTOR MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); AND/OR (XX) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS) AND WHETHER THE PROPERTY HAS BEEN GRANTED A SPECIAL ASSESSMENT OR IS SUBJECT TO ANY ROLLBACK TAXES OR MANAGEMENT DISTRICT OR OTHER SPECIAL DISTRICT FEES..

GRANTEE IS NOT RELYING UPON, HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF THE GRANTOR, OR ANY OF INFORMATION OR REPORTS OR OTHER DELIVERABLES (as defined in the Purchase and Sale Contract between Grantor and Grantor for the Property ("Contract")) MADE AVAILABLE BY THE GRANTOR OR ITS AGENTS, INCLUDING, WITHOUT LIMITATION, THE INVITATION FOR BID ISSUED BY GRANTOR FOR THE SALE, THE TITLE COMMITMENT, THE SURVEY(S), OR STATEMENTS OF ANY OF THE SELLER'S AGENTS. GRANTEE ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE HAS BEEN MADE. GRANTEE ACKNOWLEDGES THAT ANY AND ALL DELIVERABLES WERE PREPARED OR CREATED BY THIRD PARTIES OTHER THAN THE GRANTOR AND RELEASES GRANTOR FROM ANY LIABILITY IN CONNECTION WITH ANY INFORMATION, REPORTS, TITLE COMMITMENTS, SURVEYS, OR OTHER DELIVERABLES PROVIDED BY GRANTOR OR ITS AGENTS. GRANTEE REPRESENTS AND WARRANTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED, AND SOPHISTICATED BUYER OF REAL ESTATE AND OF REAL ESTATE USED FOR THE PURPOSE FOR WHICH GRANTEE MAY ELECT TO PUT THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN MAKING DECISIONS WITH RESPECT TO AND IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE HAS DEEMED NECESSARY OR ADVISABLE, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, THE INCOME POTENTIAL OF, AND THE DEGREE TO WHICH THE PROPERTY CONFORMS WITH ANY APPLICABLE LAWS, AND HAS RELIED AND IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATIONS. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS AND ADVERSE INCOME POTENTIAL, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM GRANTEE MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED TO GRANTEE AND GRANTEE HEREBY ACCEPTS THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY.

GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. GRANTEE ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE DISCLAIMERS OF GRANTOR AND THE “AS IS” NATURE OF THIS CONVEYANCE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. GRANTEE HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS DEED AND THE CONTRACT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND “AS IS” PROVISIONS ARE AN INTEGRAL PART OF THIS TRANSACTION AND THAT GRANTOR WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO GRANTEE FOR THE PURCHASE PRICE WITHOUT SUCH PROVISIONS.

TO HAVE AND TO HOLD the Land, subject to the Permitted Exceptions, and other matters set forth in and under this deed, Grantor does by these presents bind itself to WARRANT and FOREVER DEFEND, all and singular, the Land, with no warranty as to any Improvements or Appurtenances, unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

[Signatures appear on the following page]

*[Signature Page for Deed to two parcels of real property containing a total approximately
1.1479 acres]*

EXECUTED to be effective for all purposes as of the ____ day of _____, ____.

Grantor:

HOUSTON COMMUNITY COLLEGE SYSTEM
[DO NOT SIGN-FORM PURPOSES ONLY]

By: _____
President, Board of Trustees

GRANTEE:

[INSERT NAME]

[DO NOT SIGN-FORM PURPOSES ONLY]

By: _____

GRANTEE'S ADDRESS:

COUNTY OF HARRIS §
 §
THE STATE OF TEXAS §

This instrument was acknowledged before me on _____, ____ by _____, President of the Board of Trustees of HOUSTON COMMUNITY COLLEGE SYSTEM on behalf of said entity.

Notary Public in and for
The State of TEXAS
Name:

My Commission Expires: _____

COUNTY OF HARRIS §
 §
THE STATE OF TEXAS §

This instrument was acknowledged before me on _____, ____ by _____, _____ of _____, on behalf of said entity.

Notary Public in and for
The State of TEXAS
Name:

My Commission Expires: _____

**EXHIBIT A
TO SPECIAL WARRANTY DEED**

[Insert legal description from Survey(s)]

Balance of page intentionally left blank.

**EXHIBIT B
TO SPECIAL WARRANTY DEED**

Permitted Exceptions

1. [Insert matters shown on final title commitment]

**ATTACHMENT NO. 3
CONFLICT OF INTEREST QUESTIONNAIRE
HCC PROJECT NO. IFB 19-60 - SALE OR LEASE OF TWO PARCELS OF LAND
CONTAINING APPROXIMATELY 1.1479 ACRES (ROSALIE PROPERTY)**

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity.	Date Received
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed.	
_____ Name of Officer	
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.	
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.	
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
7	
Signature of vendor doing business with the governmental entity	Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.

ATTACHMENT NO. 4
FELONY CONVICTION NOTICE
HCC PROJECT NO. IFB 19-60 - SALE OR LEASE OF TWO PARCELS OF LAND
CONTAINING APPROXIMATELY 1.1479 ACRES (ROSALIE PROPERTY)

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district [or community college district] must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "A school district [or community college by virtue of Section 130.084 of the Texas Education Code] may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and that the following information furnished is true to the best of my knowledge. (Check appropriate statement.)

- My firm is a publicly held corporation. This reporting requirement is not applicable.
- My firm is neither owned nor operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name(s) of felon(s):

General Description of Conviction(s):

VENDOR _____

AUTHORIZED
SIGNATURE _____

PRINT/TYPE
ABOVE SIGNATURE _____ DATE _____

ATTACHMENT NO. 5
NON-COLLUSION AFFIDAVIT

**HCC PROJECT NO. IFB 19-60 - SALE OR LEASE OF TWO PARCELS OF LAND CONTAINING
APPROXIMATELY 1.1479 ACRES (ROSALIE PROPERTY)**

By submission of this bid, the undersigned certifies that:

- A. The bid has been independently arrived at without collusion with any other bidder or with any other competitor;
- B. This bid has not knowingly disclosed and will not be knowingly disclosed, to any other bidder or competitor or potential competitor, prior to the opening of the bids for this project.
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid.
- D. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any other person signing in his behalf.

Authorized Agent (Print Name)

Date

Signature

Company Name

Company Address

ATTACHMENT NO. 6

Form 1295 Instructions

Texas Government Code Section 2252.908 requires any business entity that enters into a contract with a governmental entity, like a public school district, to file a Form 1295 naming the people with a controlling interest in the business entity. While the law was designed more for procurement and vendors, the statute applies to any contract which requires Board approval, which would include this Sale and Purchase Contract. The statute also includes disclosing the **controlling interests** of intermediaries like attorneys and law firms who assisted in the negotiation of the contract. A controlling interest in the business is anyone with a 10% ownership interest, board members if the board has 10 or fewer members, and officers (if four or fewer officers) or the four most highly compensated officers (if the business has more than four officers) – their names must be listed on the form. So the **Seller** and the **Seller's attorney** and **broker**, if any, will have to complete the process (naming everyone with a controlling interest in the form).

The process is as follows: (1) go online to the Texas Ethics Commission's website at the link below, (2) fill out and submit the form electronically to the Ethics Commission (it will request that the entity enters an identification number, any number is acceptable, as long as they let the District know which number they use, so the District can use the same number in tracking the status of the filing with the Ethics Commission), and (3) print out the completed form, sign and notarize it, and send a the signed/notarized form to the District. Once the Districts receive the forms, they will then go online to the Ethics Commission's website and certify that they received the form.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm