

HOUSTON COMMUNITY COLLEGE SYSTEM

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

SALE OF APPROXIMATELY 23.402 ACRES OF LAND (WESTHEIMER)

IFB NO.: 17-45

ISSUED BY:

Procurement Operations Department

FOR:

Facilities Department

PROCUREMENT OFFICER

Jennifer Chiu, Senior Buyer

Telephone: (713) 718-5183

E-mail: Hua.Chiu@HCCS.edu

BROKER:

CBRE

Peter Jansen, Broker

100 Congress Avenue, Suite 500

Austin, Texas 78701

Telephone: (512) 499-4902

E-Mail: Peter.Jansen@CBRE.com

BIDS ARE DUE AT THE ADDRESS SHOWN BELOW

NO LATER THAN:

June 20, 2017 by 2:00 p.m. (local time)

at

Houston Community College

Procurement Operations Department

3100 Main Street, 11th Floor

Houston, Texas 77002

Ref: IFB 17-45 –Sale of approximately 23.402 acres of land (Westheimer)

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 & ESBD’s websites	May 19, 2017
Bid Submittal Due Date	June 21, 2017 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	August 2017

NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum 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.

Interested Bidders may contact Peter Jensen at CBRE to request marketing materials on the property:

CBRE
Peter Jansen, Broker
100 Congress Avenue, Suite 500
Austin, Texas 78701
Telephone: (512) 499-4902
E-Mail: Peter.Jansen@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 a tract of land containing approximately 23.402 acres located in Tract 73, Abstract 80, J. Wheaton Survey & Reserve 'A,' Block 1, Parkway Reserves, Harris County, Texas. The Property is physically located on the North side of Westheimer Road, West of Eldridge Parkway in Houston, Harris County, Texas 77077, is further identified as Assessor's Parcel Number (APN) 1347190010001 & 0410360000295 and as more particularly described in Exhibit A ("Property").

The subject is a 23.402-acre site made up of two parcels: Parcel A, a 21.852-acre mid-block rectangular site in the floodplain, and Parcel B, a 1.550-acre site at a signalized corner and mostly outside the floodplain.

2. Restrictions on Property and Sale

The Property also is subject to other encumbrances as described in instruments recorded in the Official Records of Harris County, Texas.

The Property will be conveyed by the College subject to all matters filed of record in the real property records of Harris County, Texas except for any that may be cured by the prospective buyer or agreed to be cured by HCCS prior to closing.

3. Title Commitment; Survey

The selected bidder, if any, ("Buyer"), who is awarded the Purchase and Sale Contract under this IFB shall obtain, at Buyer's sole expense, an updated Title Commitment and Survey for the Property within twenty (20) days of the effective date of the parties' Purchase and Sale Contract. The Buyer may purchase, at Buyer's sole expense, a Title Policy under the Title Commitment.

4. "As Is Sale" Disclaimer of Warranties

THE PROPERTY WILL BE SOLD IN AS-IS, WHERE-IS CONDITION AND HCCS MAKES NO AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES ABOUT THE PROPERTY. The contract and deed will contain an "as is" clause and disclaimer of all warranties except for the limited warranty of title. 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.

5. Inspection Period Under Contract

The Buyer who is awarded the Purchase and Sale Contract in substantially the same form as attached to this IFB as Attachment 2 ("Contract") will be provided with a ninety (90) day due diligence period, commencing on the date the Contract is countersigned by HCCS and escrowed with the Title Company ("Inspection Period"). During the Inspection Period, the Buyer may 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 deposit.

6. IFB Not an Offer; Contract Approval Required

THIS IFB CONSTITUTES A REQUEST FOR BIDS ONLY, WHICH MAY OR MAY NOT RESULT IN A SALE OR CONTRACT TO SELL, AND DOES NOT SERVE AS A LEGAL OFFER UNDER CONTRACT

LAW. THE SUBMISSION OF A BID TO THE COLLEGE CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY THAT THE HOUSTON COMMUNITY COLLEGE SYSTEM MAY OR MAY NOT ACCEPT AND THE BID MAY CREATE LEGAL OBLIGATIONS ON THE BIDDER. A BIDDER IS ADVISED TO HAVE AN ATTORNEY REVIEW THIS IFB AND THE CONTRACT TO ADVISE THE BIDDER AS TO THE EFFECTS THEREOF.

This IFB does not obligate HCCS to award a contract or pay any costs incurred by a prospective buyer or bidder in the preparation and submittal of a bid. If a bid is accepted, the resulting Contract, if any, is subject to approval by the HCCS Board of Trustees. HCCS reserves the right to amend any terms of a resulting Contract, if any, (other than the bidder and the purchase price). Subsequent to Board approval, the only person authorized to commit HCCS contractually is the Chancellor or his designee.

7. Waiver

BY SUBMITTING A BID OR OFFER, BIDDER 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 OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, INVITATION TO BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID OR OFFER; (4) WAIVER BY THE HOUSTON COMMUNITY COLLEGE SYSTEM OF ANY NON-MATERIAL BID DEFECT OR TECHNICALITIES IN THE BID PACKAGE OR ANY BID OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED BIDS OR OFFERS; (6) WAIVER BY HOUSTON COMMUNITY COLLEGE SYSTEM OF ANY IRREGULARITY OR IRREGULARITIES IN THE BIDDING PROCESS; AND/OR (7) THE AWARD OF OR FAILURE TO AWARD A CONTRACT, 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 AT ANY TIME AND FOR ANY REASON.

HCCS reserves the right to issue such clarifications, modifications, and / or amendments to this IFB as deemed appropriate.

9. Amendments to the IFB; Questions regarding the IFB

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.

It is the sole responsibility of the bidder to routinely check the HCCS website and verify issuance of amendments and/or responses to questions or interpretations of the IFB and to ensure receipt thereof. Bidder 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: Peter Jansen, 100 Congress Avenue, Suite 500, Austin, Texas 78701, Telephone: (512) 499-4902, Email: Peter.Jansen@CBRE.com.

10. Prohibited Communications and Political Contributions

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

- [1] Between a potential vendor, subcontractor to vendor, service provider, respondent, bidder, offeror, lobbyist or consultant 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.

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after the Contract is executed by the Chancellor or his/her designee, or when a determination is made that the Contract will not be awarded. During this period, no HCC Trustee and no bidder, prospective bidder, vendor shall communicate in any way concerning any pending Solicitation involving the Vendor, 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.

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel, designated Brokerage Agent, or Procurement Officer identified on the cover page of this IFB.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.
- [5] Unless otherwise prohibited in the solicitation documents, 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.
- [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, vendor, subcontractor vendor, service provider, proposer, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify proposers, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

11. Texas Public Information Act

During the course of the selection process, the bids submitted by prospective buyers are excepted from disclosure to the public under the Texas Public Information Act. However, upon the closing of the real estate purchase, if any, the bids 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 believes that any information that it intends to include in its bid would contain commercial or other information that is privileged or confidential by statute or that the bidder believes may cause substantial competitive harm to the bidder's business if disclosed by the College to a third-party even after the award, the bidder should mark that in its bid and the bidder 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 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 as "Confidential" or "Proprietary" will not be effective.

12. Bid Instruction

Respondents should exercise particular care in reviewing the requirements set forth in this IFB. The following information is provided to explain the sale process and requirements to submit an eligible bid for the Property. A bid shall be prepared on forms furnished by HCCS and 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** consists of and each bidder shall complete and submit with the bid the applicable forms contained in this IFB as enumerated below:

1. Bid Response Form (Attachment 1).
2. Purchase and Sale Contract ("Contract") (Attachment 2) with the following sections completed by the bidder:
 - a. In the first paragraph, official legal name of the buyer and type of entity and state or organization;
 - b. Section 3.1 – the Purchase Price;
 - c. Section 3.2 – the amount of earnest money, which is the greater of ten percent (10%) of the Purchase Price bid or _____ and No/100 Dollars (\$ _____ .00) ("Minimum Earnest Money");
 - d. Complete the buyer's name and 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 – sign and add the date the Contract is signed by the bidder.
3. The earnest money check. The bidder must attach to the bid offer the earnest money in the amount set forth in item 2.c. above and the Independent Consideration in the amount of \$1,000.00, both in good funds and made payable to HCCS and be able to close on the date contained in the Contract (unless otherwise agreed by HCCS), and otherwise be able to perform under the Contract.
4. Conflict of Interest Questionnaire (See Attachment 3) completed and signed.
5. Felony Conviction Notice (See Attachment 4) completed and signed.
6. Non-Collusion Affidavit (See Attachment 5) completed and signed.
7. Instructions for Form 1295 (Certificate of Interested Parties) (See Attachment 6) to be completed electronically and signed.

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 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 at Closing.

The bidder must attach the earnest money in an amount no less than the Minimum Earnest Money (see item 2 above) in good funds to the bid offer and be able to close on the 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 return 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, submitted on the required forms as enumerated below and delivered 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 Deadline 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 submittals are delivered to the location noted on the cover page by the solicitation submittal 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 item after the Bid Deadline if it is found.

13. Selection Process and Bid Award

To be eligible to be considered, a submission or response by a bidder must comply with the requirements of this IFB in all materials respects. Bids that do not conform to bid requirements may be disqualified from consideration.

All bids will be reviewed to determine conformity with the bid requirements. Conforming bids will be evaluated and the final bid selection will be subject to approval by the College's Board of Trustees. No final determination of the winning bid will be made until a thorough review of all bids is conducted and completed.

14. Best Offer

The College will select the best offer for the Property. In determining the best offer, the College may consider price offered, long term financial and other benefits to the College, and any other terms contained in the bid(s).

15. 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.

16. Rejection of Bids

HCCS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

17. Notification of Selection

HCCS will notify all bidders via electronic mail or U.S. Mail within ten (10) business days of the bid opening as to the status of their bid and whether the College will request the bidder to submit a best and final offer.

18. General Conditions

Any change to the Contract proposed by a bidder must be noted on the Bid Response Form. 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 bidder's submission, received by HCCS on or before the Bid Deadline, agreed upon by HCCS, and ultimately reduced to writing and signed by both the College and the bidder. Notwithstanding the foregoing, after acceptance of the bid and execution of the Contract by HCCS, the parties may agree to any non-substantive changes to the Contract as long as such

changes would not affect the material terms of the Contract or reflect any unfair advantage to one bidder over another. No oral statements or verbal acknowledgement of the award to a particular bidder shall create a contractual obligation on the part of the College. Any contract between the College and a successful bidder must be in writing and signed by both the College and the selected bidder.

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Approximately 23.402 acres located in Tract 73, Abstract 80, J. Wheaton Survey & Reserve 'A,' Block 1, Parkway Reserves, Harris County, Texas. The Property is physically located on the North side of Westheimer Road, West of Eldridge Parkway in Houston, Harris County, Texas 77077. The subject is a 23.402-acre site made up of two parcels: Parcel A, a 21.852-acre mid-block rectangular site in the floodplain, and Parcel B, a 1.550-acre site at a signalized corner and mostly outside the floodplain.

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ATTACHMENT 1
BID RESPONSE FORM

Bid response for a tract of land containing approximately 23.402 acres located in Tract 73, Abstract 80, J. Wheaton Survey & Reserve 'A,' Block 1, Parkway Reserves, Harris County, Texas. The Property is physically located on the North side of Westheimer Road, West of Eldridge Parkway in Houston, Harris County, Texas 77077, is further identified as Assessor's Parcel Number (APN) 1347190010001 & 0410360000295, and as more particularly described in Exhibit A ("Property") to the IFB.

The subject is a 23.402-acre site made up of two parcels: Parcel A, a 21.852-acre mid-block rectangular site in the floodplain, and Parcel B, a 1.550-acre site at a signalized corner and mostly outside the floodplain.

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 following information must be provided.

Name of bidder: _____

Identity of principals/ authorized persons:

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

Bidder: Street: _____

P.O. Box: _____

City, State, Zip: _____

Phone: () _____

Fax: () _____

Email: _____

Principal/ Auth. person:

Street or P.O. Box: _____

City, State, Zip: _____

Phone: () _____

Fax: () _____

Email: _____

Contact person for bidder: _____

Title: _____

Street or P.O. Box: _____

City, State, Zip: _____

Phone: () _____

Fax: () _____

Email: _____

2. Bid price for the Property: _____

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

4. Purchase and Sale Contract

Attached as Attachment 2 is the form of the Purchase and Sale Contract (“Contract”) that would be used for the Contract between the buyer and HCCS for the purchase and sale of the Property. Fill in the name of the proposed buyer on the first page, the purchase price in Section 3.1, the amount of the earnest money in Section 3.2 (no less than the Minimum Earnest Money, as defined in Section 12 of the invitation for bid), complete the buyer’s name and contact information in Section 13.5 of the Contract, fill in the name of buyer’s broker, if any, in Section 13.13 of the Contract (if none, write “none”), and sign and date the Contract on the signature page.

Submit one (1) original signed copy with the bid offer with a check attached for the amount of the earnest money indicated in Section 3.2 of the Contract and a separate check for the Independent Consideration, as indicated in Section 3.3 of the Contract. If the bid offer is accepted and approved by the HCCS Board of Trustees, the College will deposit the check for the earnest money to be applied toward the purchase price at closing.

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 submission deadline for bid offers):

5. Verification by bidder

State of _____ §
County of _____ §

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

The information submitted herein is true and correct. I represent that if my bid 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 to the extent I deem material. I further represent and warrant that I have read and understand the complete bid

response package including attached documents; 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 this document. 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 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 solicitation of bids shall survive award of the bid to the undersigned bidder and execution of the earnest money contract.

NAME OF BIDDER: _____

By: _____ Date: _____
(Signature)

Printed Name: _____

Title: _____

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

(Notary)

(Commission expires)

ATTACHMENT 2
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 by the Seller’s Invitation for Bid, including, the signed Bid Response Form, a signed counterpart of the Contract, the Earnest Money required under the Contract and the Invitation for Bid, and other forms required by the Invitation for Bid and signed by the Buyer for purchase of the Property.

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. “**Earnest Money**” is defined in Section 3.2 hereof.

i. “**Effective Date**” means the date that a fully executed copy of this Contract is received by the Title Company.

j. “**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.

k. **“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.

l. **“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.

m. **“Indemnitees”** is defined in Section 5.3 hereof.

n. **“Independent Consideration”** is defined in Section 3.3 hereof.

o. **“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.

p. **“Invitation for Bid”** means that certain Invitation for Bids, including all attachments and exhibits, prepared and issued by Seller requesting sealed bid offers for purchase of the Property.

q. **“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.

r. **“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.

s. **“Property”** means approximately 23.402 acres located in Teact 73, Abstract 80, J. Wheaton Survey & Reserve ‘A,’ Block 1, Parkway Reserves, Harris County, Texas. The Property is physically located on the North side of Westheimer Road, West of Eldridge Parkway in Houston, Harris County, Texas 77077, as more particularly described by metes and bounds 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.

- t. **“Purchase Price”** is defined in Section 3.1 hereof.
- u. **“Survey”** means that certain land title survey prepared by the Surveyor and obtained by Buyer pursuant to this Agreement.
- v. **“Surveyor”** means the Surveyor engaged by Buyer pursuant to this Agreement.
- w. **“Title Commitment”** means the Commitment for Title Insurance obtained by Buyer pursuant to this Agreement.
- x. **“Title Company”** means _____ Company, located at _____ acting by and through its agent _____ [name, title, email address, and phone number of escrow agent].
- 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, INCLUDING WITHOUT LIMITATION, THE INVITATION FOR BID, 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 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, deposited with Seller a cashier's check for the sum of Ten Thousand and 00/100 Dollars (\$10,000.00), which money 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 non-refundable in all circumstances except as expressly provided in Section 5.1(d), Section 7.1(e), and Section 12.1(b) of this Contract.

3.3 Independent Consideration. As independent consideration for Buyer's right to terminate the Contract during the Inspection Period under the conditions set forth in Section 5.1(d), Buyer shall pay Seller the amount of One Thousand and No/100 Dollars (\$1,000.00) ("**Independent Consideration**"). The Independent Consideration is in addition to and independent of all other consideration provided in this Contract, and is nonrefundable in all events.

**ARTICLE IV.
TITLE AND SURVEY**

4.1 Title Commitment; Survey. The Buyer shall obtain, at Buyer's cost and sole expense, Title Commitment and Survey for the Property within twenty (20) days of the effective date of the parties' Purchase and Sale Contract.

4.2 Review of the Title Commitment and Survey by Buyer; Cure by Seller. Buyer shall have fifteen (15) days from the Effective Date to review the Title Commitment and Survey and to deliver in writing such objections as Buyer may have to anything contained or set forth in the Survey or in the Title Commitment (collectively, the "**Title Objections**"). Any such items to which Buyer does not object within such fifteen (15) day period, shall be deemed to be Permitted Exceptions.

4.3 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. 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. 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 Seller is unable to use the Property due to its condition (including title under the right of title review in Section 4.3), Buyer may terminate the Contract so long as Buyer provides written notification 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.

5.2 Results of Due Diligence. Buyer agrees to provide Seller with a copy of any inspection or test 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.**

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 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 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, there is no litigation that has been filed and Seller has not received 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 above, 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 Charles D. Smith, P.E., Chief Facilities Officer, Houston Community College System and the term "knowledge" means the actual (and not imputed or constructive) knowledge of Charles D. Smith 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 by a governmental entity) and shall discharge, or cause to be discharged, any claims of lien or liens imposed upon the Property following the Effective Date arising by, through or under Seller.

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

9.1 Conditions to Buyer Closing. INTENTIONALLY DELETED

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

9.3 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

9.4 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; and

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.

**ARTICLE XI.
CLOSING**

11.1 Date and Place of Closing. The Closing hereunder shall take place ten (10) Business 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 upon (the "**Closing Date**").

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 (½) of any escrow fees charged by the Title Company (in an amount not to exceed \$250); and
- d. Charges incurred by Seller for the procurement, preparation, and recording of any releases, waivers or other instruments required to clear any monetary liens that were created by the Seller and shown on Schedule C of the Title Commitment.

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

- a. The premium for issuance of the Title Policy described under Section 4.4, including any premium for any deletion, modification or endorsement;
- b. the Survey;
- 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; or (ii) fail 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 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
Attn: Teri Zamora, Sr. Vice Chancellor of Finance and Administration, CFO
Teri Zamora
Sr. Vice Chancellor of Finance and Administration, CFO
Houston Community College System
3100 Main Street
Houston, Texas 77004
Telephone:713-718-5059
Facsimile:713-718-8583
Email:Teri.Zamora@hccs.edu

With a copy to: Mr. Ashley Smith
General Counsel
Houston Community College System
3100 Main Street, Mail Code 1106
Houston, Texas 77002
Telephone:713-718-5207
Facsimile:713-718-7585
Email:Edgar.Smith2@hccs.edu

With copy to: Michelle R. Morris
Rogers, Morris & Grover, L.L.P.
5718 Westheimer Road, Suite 1200
Houston, Texas 77057
Facsimile: (713) 960-6025

Telephone: (713) 960-6000
Email: mmorris@rmgllp.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, and any assignment or transfer of Buyer's rights hereunder, without such consent, shall be null and void and shall constitute a default by Buyer hereunder. In the event that Seller consents to an assignment of this Contract by Buyer, (i) 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; (ii) 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 (iii) 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 CBRE, 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 of four percent (4%) of the Purchase Price ("Brokerage Commissions"). If Buyer is represented by Buyer's Broker, Seller's Broker and Buyer's Broker shall agree among themselves as to splitting of the 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 MY OWN SELECTION, AND BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

[Signatures appear on the following page]

[Signature page for Purchase and Sale Contract for a Parcel of Land containing approximately 23.402 Acres]

EXECUTED by the Parties below:

Seller:

HOUSTON COMMUNITY COLLEGE SYSTEM

By: _____

Name: _____

Dr. Cesar Maldonado
Chancellor

APPROVED AS TO FORM:

By: _____

BUYER:

[TO BE INSERTED]

By: 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

[To come from surveyor's field notes]

EXHIBIT B TO PURCHASE AND SALE CONTRACT

Form of Special Warranty Deed

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

That, **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, ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, acting herein pursuant to the authorization of the Board of Trustees of Grantor granted at the regular board meeting held on _____, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto _____, ("**Grantee**") a tract of land containing approximately 23.402 acres, as more particularly described on the attached Exhibit A (the "**Land**") and also, but without warranty, Grantor grants to Grantee Grantor's right, title, and interest, if any, to (i) improvements located on the Land ("**Improvements**"); and (ii) any easements, tenements, hereditaments, privileges and appurtenances benefitting such Land ("**Appurtenances**"), such conveyance of Land, Improvements, and Appurtenances being subject to the exceptions restrictions, and Permitted Exceptions set forth herein. As used herein, the term "Property" shall mean the Land, Improvements, and Appurtenances.

Exceptions

This conveyance is made by Grantor and accepted by Grantee subject to (i) all matters identified on Exhibit B attached hereto and incorporated herein for all purposes; (ii) any encumbrances or other matters of record; (iii) ad valorem taxes on or relating to the Property, including, but not limited to, all such taxes for the year of _____ and subsequent years, and for any "roll back" taxes arising from a change in usage or ownership of the Property from the date hereof; and (iii) the "**AS-IS**", "**WHERE IS**", **WITH ALL FAULTS and disclaimer set forth in this Deed** (all of the foregoing clauses (i) through (iii) being collectively referred to as the "**Permitted Exceptions**").

Disclaimer and "As Is" Conveyance

EXCEPT FOR THE LIMITED WARRANTY OF TITLE TO THE LAND AS EXPRESSLY SET FORTH IN THIS DEED, IT IS UNDERSTOOD AND AGREED THAT GRANTOR HAS NOT MADE AND IS NOT NOW MAKING, AND GRANTOR 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 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;

Exhibit B to Purchase and Sale Contract

Page ___ of ___

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(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 GRANTOR OR ANY OF ITS AGENTS, INCLUDING, WITHOUT LIMITATION, THE INVITATION FOR BID ISSUED BY GRANTOR FOR THE SALE OF THE PROPERTY, AND GRANTEE ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE HAS BEEN MADE. 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 23.402 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**

[Attach legal description from surveyor]

**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 17-45 - Sale of 23.402 Acres (Westheimer)**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
<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>	<p align="center">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p>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> <p align="center">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 align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">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 align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<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.</p>	
<p>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).</p>	
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>	

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 17-45 - Sale of 23.402 Acres (Westheimer)

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 17-45 - Sale of 23.402 Acres (Westheimer)

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 who 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 Agreement. 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