

AGREEMENT OF SALE AND PURCHASE

This contract to buy and sell real property is between Seller and Purchaser as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Purchaser as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Purchaser must deliver the Earnest Money to Title Company and obtain Title Company's signature upon execution of this Agreement for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Purchaser is in default.

Seller: Cedar Hill Independent School District
Address: 285 Uptown Blvd., Building 300, Cedar Hill, Texas 75104
Phone: (972) 291-1581
Fax: (972) 291-5231
Email: maria.gamell@chisd.net

Seller's Attorney: Mike Leasor, Leasor Crass, P.C.
Address: 302 West Broad Street, Mansfield, Texas 76063
Phone: (682) 422-0009
Fax: (682) 422-0008
Email: mike@leasorcrass.com

Purchaser: The City of Cedar Hill, Texas
Address: 285 Uptown Blvd., Cedar Hill, Texas 75104
Phone: (972) 291-5100
Fax: (972) 291-5113
Email: melissa.valadez@cedarhilltx.com

Purchaser's Attorney: Ron G. MacFarlane, Jr.
Address: 320 Decker Dr., Irving, Texas 75062
Phone: (214) 232-5158
Fax: (469) 453-6094
Email: ron.macfarlane@cedarhilltx.com

Property: The location and description of the properties are as follows: 1) 4.001 Acres, Part Block 34, and 35, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 912 Cedar Street, Cedar Hill, Texas 75104; and 2) 0.557 Acres, Part Lots 1 & 4, Block 32, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 914 Brandenburg Street, Cedar Hill, Texas 75104 (the "Property"). The Seller will retain all mineral rights.

Title Company: Willis Title Partners PLLC,
Address: 9000 FM 2147 Suite 207, Horseshoe Bay, TX 78657

Purchase Price

Total purchase price: \$1,207,870.00

Earnest Money: Waived.

County for Performance: Dallas

Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence. The deadlines may be altered by mutual agreement of the parties, in writing.

- a. Earnest Money Deadline: Upon execution of this Agreement (the "Effective Date")
- b. Delivery of Survey: Within ten (10) days of the Effective Date
- c. Delivery of Title Commitment: Ten (10) days after the Effective Date
- d. Delivery of Title Objections: Ten (10) days after receipt of Title Commitment
- e. End of Inspection Period: Twenty (20) days after the Effective Date
- f. Closing Date: Ten (10) days after the Inspection Period
- g. Closing Time: 10:00 a.m. unless otherwise agreed by Seller and Buyer

Closing Documents

- a. At closing, Seller will deliver the following items:
 - Special Warranty Deed
 - Evidence of Seller's authority to close this transaction
- b. At closing, Purchaser will deliver the following items:
 - Evidence of Purchaser's authority to consummate this transaction
 - Purchase Price

The documents listed in this section are collectively known as the "Closing Documents."

1.0 Exhibits

The following are attached to and are a part of this contract:

- Exhibit A: Description of the Land
- Exhibit B: Special Warranty Deed
- Exhibit C: Non-Foreign Affidavit
- Exhibit D: Release and Indemnification
- Exhibit E: Representations; Environmental Matters

1.01 Sale and Purchase. Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase and accept from Seller, for the price and subject to the terms, covenants, conditions and provisions herein set forth, the following:

- a. The location and description of the property is as follows: approximately 1) 4.001 Acres, Part Block 34, and 35, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 912 Cedar Street, Cedar Hill, Texas 75104; and 2) 0.557 Acres, Part Lots 1 & 4, Block 32, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 914 Brandenburg Street, Cedar Hill, Texas 75104. Seller to retain all mineral rights.;
- b. All right, title and interest, if any, of Seller, in and to any land lying in the bed of any street, road or access way, opened or proposed, in front of, at a side of or adjoining the Land or Improvements to the centerline thereof ("Property Rights");
- c. All right, title and interest of Seller, reversionary or otherwise, in and to all easements in or upon the Land, and all other rights and appurtenances belonging or in anywise pertaining thereto ("Appurtenances"); and
- d. Seller retains all mineral rights to the Property.
- e. Survey Costs: All costs and fees required to perform a survey will be borne by the Purchaser.

2.01 Purchase Price. The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the sale and conveyance of the Property shall be \$1,207,870.00, plus Survey Costs and Closing Costs and shall be payable to Seller at the closing of the transaction contemplated hereby ("Closing") by cashier's check or wire transfer.

2.02 Reserved

2.03 "AS IS" Condition. It is a material term and condition of this Agreement that Purchaser has agreed to accept the Property "AS IS, WHERE IS" with all patent and latent defects and to release Seller from liability in connection with any condition of the Property.

3.01 Disclaimer of Warranties and Covenants.

- a. IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS (SPECIFICALLY MAKING NO WARRANTY OF COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT OF 1990), INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR

COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (iii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (iv) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF INCLUDING THE POSSIBLE PRESENCE OF ENVIRONMENTAL CONTAMINATION, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY **"AS IS, WHERE IS, WITH ALL FAULTS"** AND **WITH ANY AND ALL LATENT AND PATENT DEFECTS**, AND PURCHASER 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. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, EXCEPT FOR THE SPECIAL WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT OR THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE SPECIAL WARRANTY DEED.

- b. Without limiting the generality of the foregoing, the parties acknowledge and agree:
 - 1. It is a material term and condition of the sale that the Property shall be sold **"AS IS, WHERE IS, WITH ALL FAULTS."**
 - 2. SELLER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF, EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO

BE DELIVERED AT CLOSING.

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

4.01.1 Survey. Purchaser acknowledges that Seller has not provided a survey of the Land. If Purchaser desires to obtain a survey of the Land, then within ten (10) days after the Effective Date, Purchaser shall, at Purchaser's sole cost and expense, obtain and cause to be furnished to Seller and Title Company a current on-the-ground perimeter survey of the Land (the "Survey") consisting of a plat and field notes, prepared and certified to Seller, Purchaser and Title Company as to all matters shown thereon by a surveyor licensed by the State of Texas and acceptable to Seller. The Survey shall comply with the standards of a Category 1-A survey as specified by the latest edition of the *Manual of Practice for Land Surveying in Texas* published by the Texas Society of Professional Surveyors. Purchaser shall be deemed to have received the Survey on the date of actual receipt or the 10th day after the Effective Date, whichever date is earlier.

5.01 Title Commitment.

- a. Seller shall, within ten (10) days after the Effective Date, at Purchaser's cost and expense, cause to be furnished to Purchaser (a) a title commitment ("Title Commitment"), showing Seller as the record title owner of the Land by the terms of which Title Company agrees to issue to Purchaser at Closing an owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price on the standard form therefor promulgated by the Texas Department of Insurance insuring Purchaser's fee simple title to the Land to be good and indefeasible subject to the terms of such policy and the Schedule B exceptions; and (b) copies of all documents ("Title Documents") describing all Schedule B title exceptions shown on the Updated Commitment. By execution of this Agreement, Purchaser has agreed to take title to the Property subject to all matters reflected on the Survey, all title matters listed in the Bid Package and all matters shown as Permitted Exceptions to the Deed (as hereinafter defined) attached hereto as Exhibit B. Seller will not pay for a "survey deletion"

to the Title Policy, any endorsements, or any inspection of the Property by Title Company. Purchaser shall be responsible for paying all such costs should Purchaser require same.

- b. As used herein, the term "Title Objection Period" shall mean a period commencing on the first day following Seller's delivery to Purchaser of the Title Commitment and Title Documents and Purchaser's receipt (or deemed receipt) of the Survey, if applicable, and ending ten (10) days thereafter. Purchaser may make objections to any matters shown in Schedule B of the Commitment and any matters shown on the Survey to which Purchaser objects. All exceptions listed in the Updated Commitment or matters not previously shown on the Survey, which are not objected to by the Purchaser in accordance with this Section by delivery of written notice to Seller within the Title Objection Period shall be conclusively deemed to be acceptable to the Purchaser and shall be Permitted Exceptions. In the event Purchaser timely objects as permitted by this Section to any title exception ("Title Objection"), Seller may, but shall not be obligated to, cure such Title Objection. In the event Seller is unable or unwilling to cure any Title Objection, Purchaser shall have as its sole remedy the right to terminate this Agreement prior to the expiration of the Inspection Period by providing Seller with written notice of termination in the manner provided in this Agreement. If Purchaser does not terminate the Agreement pursuant to the terms of this Agreement, Purchaser shall be deemed to have waived any uncured Title Objections and such uncured Title Objections shall be conclusively deemed to be acceptable to Purchaser and shall be Permitted Exceptions.
- c. As used in this Agreement, the term "Permitted Exceptions" shall mean:
 - 1. all matters listed as Permitted Exceptions on Exhibit B to the Deed;
 - 2. all matters (other than liens) reflected on the Survey;
 - 3. all matters reflected on the Commitment to which Purchaser fails to timely object pursuant to this Section;
 - 4. if applicable, all matters shown on the New Survey to which Purchaser is entitled to object but to which Purchaser fails to timely object pursuant to this Section;
 - 5. all matters reflected on the Updated Commitment and shown on the New Survey, if applicable, timely objected to by Purchaser in accordance with this Section, but waived by Purchaser or deemed to be waived by Purchaser in accordance with this Section; and
 - 6. any and all other matters set forth or referred to herein as Permitted Exceptions.
- d. In the event of termination of this Agreement pursuant to this Section, upon Purchaser's delivery to Seller of the Purchaser's Information, the Earnest Money shall be returned to Purchaser and thereafter neither party shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

5.02 Reserved

- 6.01 Seller's Remedies.** In the event Purchaser fails to perform its obligations pursuant to this Agreement for any reason other than termination of this Agreement by Purchaser pursuant to a right to so terminate expressly set forth in the Agreement or failure by Seller to perform hereunder, Seller shall be entitled to (i) terminate this Agreement and retain the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder; (ii) enforce specific performance; or (iii) pursue any other right or remedy available at law or equity.

6.02 Purchaser's Remedies. In the event Seller fails to perform its obligations pursuant to this Agreement for any reason other than the termination of this Agreement by Seller pursuant to a right to terminate expressly set forth in this Agreement or failure by Purchaser to perform hereunder, Purchaser shall have, as its sole and exclusive remedy, the right to terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing, and receive back the Earnest Money. Upon such termination and return of Earnest Money, neither party will have any further rights or obligations hereunder, except as otherwise expressly provided herein.

6.03 Attorneys' Fees. In the event any litigation arises out of this Agreement between the parties hereto, each party shall bear their respective attorney's fees and court costs.

6.04 Reserved

7.01 Closing Date. The Closing shall be held at the Title Company's offices (or such other location as may be mutually agreed upon by Seller and Purchaser) on or before the date which is seven (7) days after objections made to Title Commitment have been cured or waived (the "Closing Date").

7.02 Closing Matters.

- a. At Closing, Seller shall:
 1. Cause the Title Company to modify (by interlineation or otherwise) the Updated Commitment to reflect only the Permitted Exceptions, thereby indicating the commitment of the Title Company to issue to Purchaser the Title Policy; and
 2. Deliver possession of the Property.
- b. At Closing, Seller shall execute, deliver, and acknowledge the following documents:
 1. A special warranty deed ("Deed") in the form attached hereto as Exhibit "B" and made a part hereof, conveying fee simple title to the Property to Purchaser, free and clear of any liens and encumbrances other than ad valorem taxes, if any, and the Permitted Exceptions;
 2. A non-foreign affidavit in the form attached hereto as Exhibit "C" and made a part hereof; and
 3. A release and indemnification, as permitted by law, ("Release and Indemnification") in the form attached hereto as Exhibit "D" and made a part hereof.
- c. At Closing, Purchaser shall:
 1. Deliver the Purchase Price to the Title Company (all monies Purchaser is required to deliver shall be paid by cashier's check or wired to the account designated by Title Company and available for disbursement no later than 2:00 p.m., local time, on the Closing Date);
 2. Execute and acknowledge the Deed;
 3. Execute and deliver such other documents as may be reasonably required by Seller or Title Company including, but not limited to, a certified copy of a resolution, if applicable, in form approved by Seller authorizing Purchaser to execute the documents necessary to consummate the purchase of the Property in accordance with this

- Agreement and designating those persons authorized to execute and deliver all necessary documents at Closing; and
4. Execute and acknowledge the Release and Indemnification.
- d. All normal and customarily pro-ratable items (with the exception of ad valorem and similar taxes and assessments) relating to the Property shall be prorated between Seller and Purchaser as of Closing. Real and personal property ad valorem and similar taxes and assessments will not be prorated. Purchaser shall assume all responsibility and liability for the payment of all ad valorem and similar taxes and assessments for the year in which Closing occurs, and for the payment of any additional ad valorem taxes and assessments (including penalties and interest) when assessed relating to the year of Closing or prior years arising out of a change in the use of the Land or a change in ownership. The provisions of this Section shall survive the Closing.
 - e. Purchaser shall provide to Seller for its review and approval no later than fifteen (15) days prior to Closing:
 1. Certificates of Account Status and Corporate Existence, By-laws and Articles of Incorporation, if Purchaser is a corporation;
 2. Partnership Agreement and, if appropriate, Certificate of Limited Partnership, if Purchaser is a partnership; or
 3. Certificates of Account Status and Corporate Existence, Articles of Organization and Regulations, if Purchaser is a limited liability company; or
 4. Trust Agreement and statement identifying the person who will be the true owner of the Property if Purchaser is a trust or is acting as a trustee. Purchaser shall provide such other documents as Seller shall reasonably request, and the Closing hereunder shall be contingent upon Seller's approval thereof.

7.03 Closing Costs.

- a. *Closing Costs.* Closing costs to be borne by Seller shall be the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to prepare and record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment related to the Seller; .
- b. *Purchaser's Costs.* Purchaser will pay all other customary closing costs including, but not limited to, the escrow fee charged by the Title Company; the cost to obtain a survey; the cost to record the deed; the basic charge for the Title Policy; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Purchaser; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the costs of work required by Purchaser to have the survey reflect matters other than those required under this contract; and the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Purchaser's lender.
- c. *Attorney's Fees.* Each party will pay its own expenses and attorney's fees.
- d. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will not be prorated between Purchaser and Seller as of the Closing Date. Seller is a Texas Independent School District and has no liability for ad valorem taxes. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the

closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

If this sale or Purchaser's use of the Property results in the assessment of additional taxes for periods before closing, Purchaser will pay the additional taxes.

- e. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days of notice of Purchaser's invoice.
- f. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Purchaser will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- g. *Brokers' Commissions.* Purchaser agrees to pay brokers' fees in the amount of six percent (6.0%). Purchaser indemnifies and agrees to defend and hold the Seller harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

7.04 Reserved.

7.05 Indemnity. Purchaser hereby indemnifies Seller against and agrees to defend and hold Seller harmless from and against any and all claims, costs, expenses (including reasonable attorneys' fees), damages, causes of action and liabilities of every kind and nature whatsoever, arising out of (i) the ownership and operation of the Property after the Closing; (ii) any and all activities related thereto, including, without limitation, any injury to tenants, invitees, licensees, guests, customers or other persons injured on the Property after the Closing; and (iii) any failure on the part of Purchaser to perform any obligation which it assumes under this Agreement or any of the documents executed at Closing. Should Seller receive notice of any actual or asserted claim, costs, expense, damage, cause of action or liability for which it desires to be held harmless and indemnified, it shall send notice thereof to Purchaser. The obligations of Purchaser under this Section 7.05 shall survive Closing.

8.01 Condemnation. If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Land or Improvements, and the same is not dismissed on or before ten (10) days prior to Closing, then either Purchaser or Seller shall have the right to terminate this Agreement on or before the Closing Date.

9.01 Miscellaneous Provisions

- a. *Public Purpose.* Pursuant to Texas Local Government Code § 272.001(l), Seller may donate or sell real property for less than fair market value and without complying with the

notice and bidding requirements a designated parcel of land or an interest in real property to another political subdivision if:

1. The land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling district;
2. The donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and
3. The title and right to possession of the land or interest revert to the donating or selling district if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose.

This Agreement is made pursuant to Texas Local Government Code § 272.001(l), and Purchaser agrees that title and right to possession of the above-described Property, or interest, or any part thereof, shall revert to the Seller if Purchaser, as the acquiring political subdivision, ceases to use the land or interest in carrying out a public purpose.

- b. *Entire Agreement.* This Agreement (including the exhibits attached hereto and made a part hereof), the Bid, and Bid Package contain the entire agreement of the parties hereto. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the parties hereto, and by reference made a part hereof.
- c. *Binding.* This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Seller shall have the right to assign this Agreement without Purchaser's prior consent. Purchaser may not assign its rights under this Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole discretion.
- d. *Effective Date.* The "Effective Date," as that term is used in this Agreement, shall mean the date on which the Title Company acknowledges (by execution of the Joinder by Title Company) its receipt of a copy of this Agreement executed by both Seller and Purchaser and receipt of the Earnest Money.
- e. *Notice.* Any notice, communication, request, reply or advice (collectively, "Notice") provided for or permitted by this Agreement to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, registered or certified mail, and addressed to the party to be notified, with return receipt requested; (ii) by hand delivering the same to such party, or an agent of such party, with written acknowledgment of receipt obtained therefor; (iii) by email or (iv) by depositing the same with an overnight courier service guaranteeing "next day delivery," addressed to the party to be notified and with all charges prepaid. Notice deposited in the United States mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

To Seller:

Cedar Hill Independent School District
285 Uptown Blvd., Building 300, Cedar Hill, Texas 75104
Phone: (972) 291-1581
Fax: (972) 291-5231

Email: maria.gamell@chisd.net

With a copy to: Mike Leasor
Leasor Crass, P.C.
302 W. Broad Street
Mansfield, TX 76063
Phone: (682) 422-0009
Fax: (682) 422-0008
Email: mike@leasorcrass.com

Purchaser: The City of Cedar Hill, Texas
285 Uptown Blvd., Cedar Hill, Texas 75104
Phone: (972) 291-5100
Fax: (972) 291-5113
melissa.valadez@cedarhilltx.com

With a copy to: Ron G. MacFarlane, Jr.
320 Decker Dr., Irving, Texas 75062
Phone: (214) 232-5158
Fax: (469) 453-6094
Email: _____

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other party.

- f. *Time*. Time is of the essence in all things pertaining to the performance of this Agreement.
- g. *Venue*. This Agreement is made and shall be performable in Dallas County, Texas, and shall be governed by the laws of the State of Texas. Venue for any action brought in connection with this Agreement or the Bid Package shall be in courts of competent jurisdiction in Dallas County, Texas.
- h. *Currency*. All dollar amounts are expressed in United States currency.
- i. *Section Headings*. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.
- j. *Obligations*. To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, obligations and rights set forth herein shall not be deemed terminated at the time of Closing, nor will they merge into the various documents executed and delivered at the time of Closing.
- k. *Business Days*. In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or legal holiday. As used herein,

the term “legal holiday” means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas.

- l. *Authority of Purchaser.* Purchaser represents, warrants and covenants to and with Seller that (i) Purchaser has full right, power and authority to enter into this Agreement and, at Closing, will have full right, power and authority to consummate the purchase of the Property provided for herein, and (ii) the person(s) executing this Agreement on behalf of Purchaser is authorized to act on behalf of and in the name of Purchaser.
- m. *No Recordation.* Without the prior written consent of Seller, there shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto and any such recordation of this Agreement or memorandum hereto, by Purchaser without the prior written consent of Seller shall constitute a default hereunder by Purchaser, whereupon this Agreement shall, at the option of Seller, terminate and be of no further force and effect and all Earnest Money deposited hereunder shall be immediately delivered to Seller, whereupon the parties shall have no further duties or obligations one to the other, except as otherwise expressly provided herein.
- n. *Construction.* The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
- o. *Severability.* In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- p. *Executed Copies.* This Agreement may be executed in any number of counterpart copies, each of which counterparts shall be deemed an original for all purposes.
- q. *Exhibits.* All references to Exhibits contained herein are references to Exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim. It is expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.
- r. *Survival of Bid Package.* This Agreement is entered into by Purchaser pursuant to Seller's Bid Package. All of the terms, conditions and obligations of Purchaser in the Bid Package, except to the extent such terms, conditions and obligations are inconsistent with this Agreement, shall survive the execution of this Agreement and continue in full force and effect.
- s. *1031 Exchange.* Buyer will complete this transaction as part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. Seller agrees to the assignment of Buyers' interest in this earnest money contract to a Qualified Intermediary to effect said exchange. All expenses in connection with the contemplated exchange will be paid by the exchanging party. Seller will not incur any expense or liability with respect to the exchange. The Parties agree to cooperate fully and in good faith to arrange and consummate the exchange to comply, to the maximum extent feasible, with the provisions of Section 1031 of the Internal Revenue Code; provided however, there shall be no delay or extension of Closing, and Seller shall not unreasonably

withhold signing of the “Notice of 1031 Exchange” or any other instrument specifically required to facilitate the 1031 exchange. The other provisions of this Agreement will not be affected in the event the contemplated exchange fails to occur.

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CEDAR HILL INDEPENDENT SCHOOL DISTRICT

By: _____
Maria Gamell, Superintendent
Cedar Hill Independent School District

Date: _____

PURCHASER

By: _____
City of Cedar Hill, Texas

Date: _____

Title Company acknowledges receipt of a copy of this contract executed by both Purchaser and Seller.

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION

1) 4.001 Acres, Part Block 34, and 35, Abst 516, GC & SF Railroad, Dallas County, Texas,
located at 912 Cedar Street, Cedar Hill, Texas 75104

2) 0.557 Acres, Part Lots 1 & 4, Block 32, Abst 516, GC & SF Railroad, Dallas County, Texas,
located at 914 Brandenburg Street, Cedar Hill, Texas 75104

EXHIBIT B

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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

Date: OCTOBER 6, 2025

Grantor: BOARD OF TRUSTEES OF THE CEDAR HILL INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 285 Uptown Blvd., Building 300, Cedar Hill, Texas 75104

Grantee: The City of Cedar Hill, Texas

Grantee's Mailing Address: 285 Uptown Blvd., Cedar Hill, Texas 75104

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including improvements):

- 1) 4.001 Acres, Part Block 34, and 35, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 912 Cedar Street, Cedar Hill, Texas 75104
- 2) 0.557 Acres, Part Lots 1 & 4, Block 32, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 914 Brandenburg Street, Cedar Hill, Texas 75104 (the "Property")

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same. Notwithstanding the foregoing waiver of ingress and egress rights, nothing in this conveyance shall be deemed to prohibit Grantor's use of any directional drilling method.

Reservations from and Exceptions to Conveyance:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Dallas County water or utility district; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

As further covenant, consideration and condition, the following restriction shall in all things be observed, followed and complied with:

- a) Title and right to possession of the above-described Property, or interest, or any part thereof, shall revert to the Cedar Hill Independent School District if the City of Cedar Hill, as the acquiring political subdivision, ceases to use the land or interest in carrying out a public purpose.

These restrictions and conditions shall be binding upon Grantee and its successors and assigns, for a period of one hundred (100) years from the date hereof; and in case of a violation of the above restriction, the estate herein granted shall, without entry or suit, be immediately revert to and vest in the Grantor herein and its successor, the instrument shall null and void, and Grantor and its successors shall be entitled to immediately possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor herein and its successors shall be a waiver of the operation or endorsement of such condition.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN AND THE LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THE CONTRACT OF SALE AND PURCHASE BY AND BETWEEN GRANTOR AND GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (IV) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER

THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. **GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

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

BOARD OF TRUSTEES OF THE
CEDAR HILL INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Denise Roache-Davis, President, Board of Trustees

THE STATE OF TEXAS }
 }
COUNTY OF DALLAS } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared DR. DENISE ROACHE-DAVIS, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Cedar Hill Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on _____; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2020.


Notary Public, State of Texas

Return to Grantee's Address:
The City of Cedar Hill, Texas
285 Uptown Blvd.
Cedar Hill, Texas 75104

EXHIBIT C

NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by CEDAR HILL INDEPENDENT SCHOOL DISTRICT (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and treasury regulations promulgated pursuant thereto);
2. The Transferor's U.S. taxpayer identifying number is -----; and
3. The Transferor's office address is: Cedar Hill Independent School District, 285 Uptown Blvd., Building 300, Cedar Hill, Texas 75104
4. The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferor. This affidavit is being given in connection with sale of the property described on Exhibit "A" attached hereto and made a part hereof.

CEDAR HILL INDEPENDENT SCHOOL DISTRICT

By: _____
Name: Dr. Denise Roache-Davis, President
Date: _____

SUBSCRIBED AND SWORN TO by Dr. Denise Roache-Davis, President, Board of Trustees of Cedar Hill Independent School District, before me, the undersigned authority, on this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas

EXHIBIT D
RELEASE AND INDEMNIFICATION

THIS RELEASE AND INDEMNIFICATION is executed by the City of Cedar Hill, Texas, ("Releasor") for the benefit of Cedar Hill Independent School District ("Releasee"). Contemporaneously with the execution and delivery hereof, Releasor has acquired from Releasee all of Releasee's interest in and to the property located in Dallas County, Texas (the "Property"), described on Exhibit "A" attached hereto and made a part hereof for all purposes. As a material part of the consideration for the sale, Releasor agrees that Releasee shall not be responsible or liable to Releasor for any conditions affecting the Property, as Releasor has purchased the Property AS-IS, WHERE-IS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. Releasor or any one claiming by, through or under Releasor hereby fully releases Releasee, its administrators, Board of Trustees (both individually and collectively), employees, representatives, and agents for and agrees to indemnify, defend, and hold them harmless against any cost, loss, liability, damage, expenses, demand, cause of action or action arising from or related to any conditions affecting the Property, including but not limited to all costs, losses, liabilities, damages, expenses, demands and causes of action and actions arising out of or related to the presence, generation, treatment, storage or disposition of "Hazardous Materials" on, under, or at the Property or any part thereof. As used herein, the term "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. § 9601, et seq.) or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are classified or considered to be hazardous or toxic under the foregoing statutes or the common law, or any other applicable local, state or federal laws relating to the Property. Hazardous Materials shall include, without limitation, any substance the presence of which on the Property (A) requires reporting, investigation or remediation under the statutes cited above; or (B) causes or threatens to cause a nuisance on any portion of the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on any portion of the Property or adjacent property. Releasor further acknowledges and agrees that this Release and Indemnification shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This Release and Indemnification shall be binding upon Releasor, its successors, heirs and/or assigns, and shall inure to the benefit of Releasee, its successors, heirs, and/or assigns.

EXECUTED to be effective the _____ day of _____, 20____.

RELEASOR / PURCHASER:

By: _____

Name: The City of Cedar Hill, Texas

SUBSCRIBED AND SWORN TO by _____, before me, the undersigned authority, on this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas

ACCEPTED effective the _____ day of _____, 20____.

CEDAR HILL INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Denise Roache-Davis, Board President
Cedar Hill Independent School District

EXHIBIT E

REPRESENTATIONS; ENVIRONMENTAL MATTERS

A. Seller's Representations to Purchaser

Seller represents to Purchaser that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a duly organized, Texas Independent School District, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Purchaser. This contract is, and all documents required by this contract to be executed and delivered to Purchaser at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Purchaser. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Purchaser has given its consent.

8. *No Other Representation.* Except as stated above Seller makes no representation with respect to the Property.

9. *No Warranty.* Seller has made no warranty in connection with this contract.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE SELLER'S REPRESENTATIONS TO PURCHASER SET FORTH IN SECTION A OF THIS EXHIBIT.

THE PROPERTY WILL BE CONVEYED TO PURCHASER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES ARE DISCLAIMED.

The provisions of this section B regarding the Property will be included in the deed with appropriate modification of terms as the context requires.