Pursuant to Section 11.154 of the Texas Education Code, the Board of Trustees of the Highland Park Independent School District (the “District”) is soliciting competitive sealed bids for the purchase of the following tract of real property and any and all improvements located thereon (collectively, the “Property”):

Lot 17, Block 38/5450 of Caruth Hills No. 7, an addition to the City of Dallas, TX, according to the map thereof recorded in Volume 11, page 265, Map Records of Dallas County, Texas, commonly known as 7314 Marquette Street.

The Property shall be sold on an as-is, where-is basis, with all latent and patent defects and faults. The District will provide no warranty of any kind, including, without limitation, that the Property is fit for a particular purpose. In addition, the Property is being sold subject to the conditions, exceptions, and reservations contained in the Bid Package (defined below), and subject to all matters of record. The successful bidder will be required to purchase the Property by payment in full at the time of closing.

The deadline for submitting competitive sealed bids is 2:00 p.m. (central time) on July 31, 2017 (the “Bid Closing Date”). Bidders may submit completed Bid Packages by mail or by hand delivery to the following address:

Highland Park Independent School District
6915 Westchester Drive
Dallas, Texas 75205-1061
Attention: Dr. Brent Ringo

Any bids received after the Bid Closing Date will be returned unopened. Faxed and electronic bids will not be considered.

Interested parties may inspect the Property by appointment, by contacting Ashley Rasmussen of Allie Beth Allman & Associates at (214) 521-7355.

The Property may contain lead paint, asbestos, asbestos-containing material, or other environmental conditions. The purchaser is required to assume all duties, costs, and risks of abatement of such conditions, if any.

All bidders must comply with the bid specifications adopted by the District and outlined in this bid package (the “Bid Package”), including the Instructions to Bidders and forms and schedules available electronically at www.hpisd.org/housesale or in hard-copy form at 6915 Westchester Drive, Dallas, Texas 75205-1061. Bids must be submitted on the forms included in the Bid Package. Any bids that are submitted in a manner that is not in compliance with the specifications set forth in the Bid Package will not be considered.

The District’s Board of Trustees is not required to accept any offer or bid, and the District reserves the right to reject any and all bids.
HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT

INSTRUCTIONS TO BIDDERS

RFB# 201706-SP

1. Read these instructions and the enclosed forms and schedules (collectively, the “Bid Package”) carefully. You must submit a complete Bid Package or it may be disqualified.

2. Copies of the following documents are included in the Bid Package and must be completed, signed, dated, and submitted in order for your bid to be considered:

   a. Sealed Bid Form, a copy of which is attached as Schedule I;

   b. One to Four Family Residential Contract (Resale) (the “Contract”), a copy of which is attached as Schedule II;

   c. Felony Conviction Notification, a copy of which is attached as Schedule III; and

   d. Conflict of Interest Questionnaire, a copy of which is attached as Schedule IV.

3. Complete, sign, and date the Sealed Bid Form. The Sealed Bid Form must include the bid amount, your full name and address, contact phone number, e-mail address, and company name (if applicable). There is no minimum bid amount.

4. You must enclose with the Sealed Bid Form a bid deposit (the “Bid Deposit”) of $5,000, payable to the order of Highland Park Independent School District (the “District”), in the form of a cashier’s check. The submission of a personal check, business check, or cash will automatically disqualify your bid. Bid Deposits will be held by the District until an award is made or bids are rejected. The Bid Deposit will be applied toward the purchase price of the successful bid. Bid Deposits of unsuccessful bidders will be returned to unsuccessful bidders at the address provided in the Sealed Bid Form following the expiration of the Back-Up Period (defined below).

5. You must enclose with the Sealed Bid Form a personal, business, or cashier’s check (the “Initial Earnest Money”) payable to the order of Republic Title of Texas, Inc. (the “Title Company”) in the amount of $16,000. The winning bidder’s Initial Earnest Money will be deposited with the Title Company and applied to the purchase price at closing in accordance with the terms of the Contract. Initial Earnest Money deposits of unsuccessful bidders will be returned to unsuccessful bidders at the address provided in the Sealed Bid Form.

6. Place your completed, signed, and dated Sealed Bid Form, Contract, Felony Conviction Notification, Conflict of Interest Questionnaire, Bid Deposit, and Initial Earnest Money in a sealed envelope.

7. On the exterior of the sealed envelope, legibly write the following:
8. Mail or hand deliver the sealed Bid Package to the following address:

Highland Park Independent School District
6915 Westchester Drive
Dallas, Texas 75205-1061
Attention: Dr. Brent Ringo

9. **All sealed Bid Packages must be received by 2:00 p.m. (central time) on July 31, 2017 (the “Bid Closing Date”).** Any Bid Packages received after the Bid Closing Date will be returned unopened. Faxed and electronic bids will not be considered.

10. All properly submitted Bid Packages will be opened by the District on July 31, 2017.

11. The District’s Board of Trustees is expected to take action within 45 days of the Bid Closing Date. The District’s Board of Trustees is not required to accept any offer or bid, and the District reserves the right to reject any and all bids. If the District’s Board of Trustees selects a winning Bid Package, the District will notify the winning bidder, deposit the Bid Deposit, and deliver a countersigned Contract to the Title Company (as defined in the Contract) along with the winning bidder’s Initial Earnest Money.

12. The District may retain all properly submitted Bid Packages for a period of up to 60 days (the “Back-Up Period”) following the Bid Closing Date. If the sale to the bidder initially selected by the District’s Board of Trustees as the winning bidder does not close for any reason prior to the expiration of the Back-Up Period, the District’s Board of Trustees may take action to select another properly submitted Bid Package. If the District’s Board of Trustees selects another winning bidder during the Back-Up Period, the District will notify the winning bidder, deposit the Bid Deposit, and deliver a countersigned Contract to the Title Company along with the winning bidder’s Initial Earnest Money.

13. At the expiration of the Back-Up Period, the District will return all unsuccessful Bid Packages to the addresses listed on each Sealed Bid Form.

14. Any questions concerning the sealed bid process must be received in writing by the District on or before July 31, 2017. Questions received after this date will not be answered. Submit all questions to Dr. Brent Ringo at RingoB@HPISD.org. If necessary, an addendum to this Bid Package will be issued. Any verbal or written information that is obtained other than through this Bid Package or any addendum shall not be binding on the District.
Schedule I

Sealed Bid Form

[See page(s) following]
Date: __________ ____, 2017

Property: Lot 17, Block 38/5450 of Caruth Hills No. 7, an addition to the City of Dallas, TX, according to the map thereof recorded in Volume 11, page 265, Map Records of Dallas County, Texas, commonly known as 7314 Marquette Street.

District: Highland Park Independent School District

Bid Closing Date: July 31, 2017

Bid Amount: $__________________

Bid Deposit: $5,000

Bidder: __________________________________________

Bidder’s Address: __________________________________
______________________________________________
______________________________________________
Attn: ______________________________
Phone: ________________________________
Email: ________________________________

Bidder understands that by submitting this Sealed Bid Form, it acknowledges and agrees to the following:

1. The sale of the Property to the winning bidder is subject to the approval of the District’s Board of Trustees.

2. The District’s Board of Trustees is not required to accept any offer or bid, and the District reserves the right to reject any and all bids.

3. The Bid Deposit is included with this Sealed Bid Form in the form of a cashier’s check in the amount of $5,000.00 payable to the order of Highland Park Independent School District. The Bid Deposit may be held by the District until a final decision has been made on the winning bid, the rejection of this or all bids, or for up to 60 days from the Bid Closing Date (the “Back-Up Period”), whichever comes first. The winning bidder’s Bid Deposit will be credited toward the purchase price at closing. Deposits for non-successful or rejected bids will be returned at the
expiration of the Back-Up Period. Bid Deposits will not earn interest while in the District’s possession.

4. A completed and signed One to Four Family Residential Contract (Resale) (the “Contract”) is included with this Sealed Bid Form, as well as a personal, business, or cashier’s check payable to the order of Republic Title of Texas, Inc. (the “Title Company”), in the amount of $16,000 (the “Initial Earnest Money”). The Initial Earnest Money will be deposited with the Title Company and applied to the purchase price at closing in accordance with the terms of the Contract. If approved by the District’s Board of Trustees, Bidder must complete the closing of the transaction in accordance with the terms of the Contract.

5. If selected by the District’s Board of Trustees, Bidder must pay the balance of the Bid Amount to the District at closing together with all costs of closing as set out in the Contract. If selected by the District’s Board of Trustees, Bidder will pay all closing costs, including without limitation any and all broker’s fees and commissions, associated with the purchase. The District will not pay any broker’s fees or commissions or any closing costs.

6. Bidder represents that by submitting this Sealed Bid Form it has readily accessible funds to pay, or is financially capable of obtaining, the balance of the purchase price. If Bidder fails or refuses to consummate the transaction following the approval of the sale by the District’s Board of Trustees, the Bid Deposit and all earnest money shall be retained by the District pursuant to the terms of the Contract.

7. The District is not providing a survey of the Property. An aerial photo the Property is attached hereto as Exhibit A as a convenience to illustrate the general location of the Property.

8. The Property is being offered “as is, where is, with all latent and patent defects and faults” and is subject to all visible and apparent easements and any other instruments of record. To the maximum extent allowed by law, the District expressly disclaims, and Bidder expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability, or fitness for any particular purpose. The Property will be conveyed subject to all matters that would be revealed by a current survey of the Property, general real estate taxes on the Property for the current year, zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any, affecting the Property, and any and all easements, exceptions, rights-of-way and other encumbrances, if any, of record or otherwise affecting the Property.

9. The Property may contain lead paint, asbestos, asbestos-containing material, or other environmental conditions.

10. The District disclaims responsibility as the accuracy or completeness of any information relating to the Property for sale, and for any misrepresentations, failures of disclosure, errors, or negligent or wrongful acts occurring in the context of or pertaining to the solicitation of bids or closing the transaction.

11. Employees of the District, members of the District’s Board of Trustees, any business entity in which a member of the District’s Board of Trustees holds a significant interest, and members of the immediate family of District employees and members of the District’s Board of Trustees are not eligible to bid on/purchase the Property.
12. By signing this Sealed Bid Form, Bidder hereby waives and releases any rights Bidder may have either now or in the future, to undertake any legal or equitable action against the District, the District’s Board of Trustees, or its employees for failure to properly advertise or notice the sale of the Property or to properly conduct the sale of the Property, and hereby covenants not to sue the District, the District’s Board of Trustees, or the District’s employees in connection with the advertisement, solicitation of bids, or sale of the Property.

13. Bidder may request permission to withdraw its bid prior to the Bid Closing Date. Such request must be made in writing at the same location designated to receive the bid. Following the Bid Closing Date, the District will not consider any withdrawn Bid Packages, and the District shall return any withdrawn Bid Packages at that time.

[Signature block for companies]

__________________________________________

By:  
______________________________
Name:  ____________________________
Title:  ____________________________
Date:  ___________ ____, 2017

[Signature block for individuals]

__________________________________________

Name:  ____________________________
Date:  ___________ ____, 2017
Exhibit A

Aerial Photo of the Property
Schedule II

One to Four Family Residential Contract (Resale)

[See page(s) following]
1. **PARTIES:** The parties to this contract are Highland Park Independent School District ("Seller") and __________________________ ("Buyer"). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** The land, improvements and accessories are collectively referred to as the “Property”.
   A. **LAND:** Lot 17, Block 38/5450 of Caruth Hills No. 7, an addition to the City of Dallas, Dallas County, Texas, according to the map thereof recorded in Volume 11, Page 265, Map Records of Dallas County, Texas, commonly known as 7314 Marquette Street.
   B. **IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items,** if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
   C. **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories.
   D. **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: ___________________________________________ ____________________________________________________________________________________

3. **SALES PRICE:**
   A. Cash portion (100%) of Sales Price payable by Buyer at closing .................. $_____________
   B. Sum of all financing described in the attached □ Third Party Financing Addendum, □ Loan Assumption Addendum, □ Seller Financing Addendum ................................ .  $_____________
   C. Sales Price (Sum of A and B) ........................................................................ $_____________

4. **BID DEPOSIT:** Concurrently with the submission of this contract to Seller by Buyer, Buyer shall deliver to Seller a cashier’s check in the amount of $5,000.00 (the "Bid Deposit") payable to the order of Seller. The Bid Deposit shall be fully earned and non-refundable to Buyer upon Seller’s execution and delivery of this contract to the Title Company. Provided, however, if Buyer does not default under this contract and the sale of the Property does not occur due to Seller’s default under this contract, Seller shall refund the Bid Deposit to Buyer. The Bid Deposit shall be applied to the Sales Price at closing.

5. **EARNEST MONEY:** Concurrently with the submission of this contract to Seller by Buyer, Buyer shall deliver to Seller a check payable to the order of Republic Title of Texas, Inc. (the “Title Company”), as escrow agent, in the amount of $16,000.00 (the "Initial Earnest Money"), to be deposited by Seller with the Title Company at 2626 Howell St., 10th Floor, Dallas, Texas, 75204 (Attn: Evangela Furnace). If Buyer exercises the Extension Option (defined below), Buyer must deliver to Seller a cashier’s check payable to the order of Seller in the amount of $28,000.00 (the “Additional Earnest Money” and together with the Bid Deposit and the Initial Earnest Money, collectively, the “Earnest Money”).

6. **TITLE POLICY AND SURVEY:**
   A. **TITLE POLICY:** Buyer may obtain, at ☐ Seller’s ☑ Buyer’s expense, an owner policy of title insurance (the “Title Policy”) issued by First American Title Insurance Company ("Title Company") in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
      (1) Restrictive covenants common to the platted subdivision in which the Property is located.
      (2) The standard printed exception for standby fees, taxes and assessments.
      (3) Liens created as part of the financing described in Paragraph 3.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

(6) The standard printed exception as to marital rights.

(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.

(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements.

B. COMMITMENT: Buyer hereby acknowledges that it has received a commitment for title insurance (the “Commitment”) and legible copies of any restrictive covenants and documents evidencing exceptions in the Commitment (“Exception Documents”) other than the standard printed exceptions.

C. SURVEY: Buyer has not received a survey of the Property from Seller. Buyer may, at its option, obtain a new survey (the “Survey”) at Buyer’s expense.

D. OBJECTIONS: Buyer accepts the Property subject to any defects, exceptions, and encumbrances to title disclosed on the Survey and in the Commitment.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer’s selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer’s choice due to the time limitations on Buyer’s right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §§5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association’s lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners’ association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners’ association or the association’s agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts
its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality’s extraterritorial jurisdiction or is likely to be located within a municipality’s extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment’s normal operating level, Seller hereby notifies Buyer: “The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.”

7. PROPERTY CONDITION:
A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer’s agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller’s expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER’S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (the “Notice”): (Check one box only)

☐ (1) Buyer has received the Notice.
☐ (2) Buyer has not received the Notice. Within 5 days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER’S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: “As Is” means the present condition of the Property with
any and all defects and without warranty except for the warranties of title and the warranties in this contract.

(1) Buyer accepts the Property As Is.

(2) Buyer accepts the Property As Is provided Seller, at Seller’s expense, shall complete the following specific repairs and treatments: _____________________________________
_________________________________________________________________________.
(Do not insert general phrases, such as “subject to inspections” that do not identify specific repairs and treatments.)

E. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer’s intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

F. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. Buyer should review any residential service contract for the scope of coverage, exclusions, and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. BROKERS’ FEES: Any and all obligations of the parties for payment of brokers’ fees are contained in separate written agreements. Notwithstanding anything to the contrary contained herein, Seller will pay no commissions for brokers’ fees in connection with the sale of the Property. Buyer will pay and indemnify and hold Seller harmless from and against any obligation or claim for any commissions or brokers’ fees owed to or claimed by any broker or any other person or entity engaged by or on behalf or for the benefit of Buyer.

9. CLOSING:

A. The closing of the sale will be on the date (the “Closing Date”) that is 21 days following the Effective Date. If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15. Buyer has the one-time option (the “Extension Option”) to extend the Closing Date by 28 days, to the date that is 49 days after the Effective Date, by taking the following actions and satisfying the following conditions on or before the date that is 7 days prior to original Closing Date: (i) deliver to Seller a written extension notice, substantially in the form attached hereto as Exhibit A, stating that Buyer intends to exercise the Extension Option, (ii) deliver to Seller the Additional Earnest Money, and (iii) cause the Title Company to deliver the Initial Earnest Money to Seller. If Buyer exercises the Extension Option, the Earnest Money will be considered fully earned by Seller and non-refundable to Buyer. Provided, however, if Buyer does not default under this contract and the sale of the Property does not occur due to Seller’s default under this contract, Seller shall refund the Earnest Money to Buyer.

B. At closing:

(1) Seller shall execute and deliver a deed without warranty, substantially in the form attached hereto as Exhibit B, conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

(5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION:

A. Buyer’s Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☑ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the
parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.

B. Leases:
   (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer’s written consent.
   (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)
   A. None.

12. SETTLEMENT AND OTHER EXPENSES:
   A. The following expenses must be paid at or prior to closing:
      (1) Expenses payable by Seller (“Seller’s Expenses”):
         (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller’s loan liability; tax statements or certificates; preparation of deed; and other expenses payable by Seller under this contract.
         (b) Seller shall also pay an amount not to exceed $0.00 to be applied in the following order: Buyer’s Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer’s Expenses as allowed by the lender.
      (2) Expenses payable by Buyer (“Buyer’s Expenses”): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium, VA Loan Funding Fee, or FHA Mortgage Insurance Premium as required by the lender; and other expenses payable by Buyer under this contract.
   B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. TAXES: Buyer acknowledges that Seller is exempt from paying taxes on the Property. Accordingly, Buyer shall assume and pay all taxes for the current year from and after the period following the Closing Date.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller may, at Seller’s option, restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so, Buyer may (a) terminate this contract and the Earnest Money will be refunded to Buyer or (b) accept the Property in its damaged condition.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and retain and receive the Earnest Money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may, as its sole and exclusive remedy, terminate this contract and receive the Earnest Money plus $15,000, thereby releasing both parties from this contract.
16. ATTORNEY’S FEES: A party who prevails (or does not prevail) in any legal proceeding related to this contract is not entitled and hereby waives the right to recover reasonable or other attorney’s fees and costs of such proceeding.

17. ESCROW:
   A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the Earnest Money and (iii) liable for the loss of any Earnest Money caused by the failure of any financial institution in which the Earnest Money has been deposited unless the financial institution is acting as escrow agent.
   B. EXPENSES: At closing, the Earnest Money must be applied first to any cash down payment, then to Buyer’s Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the Earnest Money the amount of unpaid expenses incurred on behalf of the party receiving the Earnest Money.
   C. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for actual damages in an amount up to but not exceeding $15,000.
   D. NOTICES: Escrow agent’s notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

18. FEDERAL TAX REQUIREMENTS: If Seller is a “foreign person,” as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a “foreign person,” then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

19. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

   To Buyer at: Highland Park Independent School District
                7015 Westchester Drive
                Dallas, Texas 75205
                Attention: Dr. Tom Trigg
                Phone (214) 780-3000
                E-mail: TriggT@hpisd.org

   To Seller at: ---------------

20. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder’s spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:________________________

21. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

   ✖ Addendum for Seller’s Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law  ✖ Exhibit A – Form of Written Extension Notice
   ✖ Schedule I to Addendum – Protect Your Family from Lead in Your Home  ✖ Exhibit B – Form of Deed Without Warranty
22. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer’s Attorney is: ____________________________

________________________

Phone: (___) ____________________________

Fax: (___) ____________________________

E-mail: ____________________________

________________________

________________________

Seller’s Attorney is: Gregg C. Davis

Thompson & Knight LLP

Phone: (214) 969-1639

Fax: (214) 880-3246

E-mail: gregg.davis@tklaw.com

EXECUTED the _____ day of ________________, 2017 (the “EFFECTIVE DATE”).

(BUYER AND SELLER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer:

________________________________________

By: ____________________________

Name: ____________________________

Title: ____________________________

Seller:

HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT

By: ____________________________

Name: ____________________________

Title: ____________________________

The form of this contract has not been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 20-13. This form replaces TREC NO. 20-12.
**Contract Concerning**

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**7314 Marquette Street, Dallas, Texas 75225**

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**Page 8 of 16 11-2-2015**

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<table>
<thead>
<tr>
<th><strong>CONTRACT AND EARNEST MONEY RECEIPT</strong></th>
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<tr>
<td>Receipt of □ Contract and □ $___________ Earnest Money in the form of ______________ is acknowledged.</td>
</tr>
<tr>
<td>Escrow Agent: __________________________</td>
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<tr>
<td>By: ____________________________________</td>
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<td>Address ________________________________</td>
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<tr>
<td>City __________________ State ___________</td>
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**Address of Property**

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**NON-STANDARD FORM**
CONCERNING THE PROPERTY AT 7314 Marquette Street, Dallas, Texas 75225
(Street Address and City)

A. LEAD WARNING STATEMENT: “Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase.”

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER’S DISCLOSURE:
1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
   ☑ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____________________________.
   ☐ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
   ☑ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____________.
   ☐ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER’S RIGHTS (check one box only):
   ☑ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
   ☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER’S ACKNOWLEDGEMENT (check applicable boxes):
   ☑ 1. Buyer has received copies of all information listed above.
   ☐ 2. Buyer has received the pamphlet Protect Your Family from Lead in Your Home, a copy of which is attached hereto as Schedule I.

E. BROKER’S ACKNOWLEDGEMENT: Brokers have informed Seller of Seller’s obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.
Schedule I

Protect Your Family from Lead in Your Home

See pages following.
Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

September 2013
Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

• How lead gets into the body
• About health effects of lead
• What you can do to protect your family
• Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

• Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
• Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
• Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

• Read EPA’s pamphlet, The Lead-Safe Certified Guide to Renovate Right, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).
Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don’t try to remove lead-based paint yourself.

- Always keep painted surfaces in good condition to minimize deterioration.

- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.

- Talk to your landlord about fixing surfaces with peeling or chipping paint.

- Regularly clean floors, window sills, and other surfaces.

- Take precautions to avoid exposure to lead dust when remodeling.

- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.

- Before buying, renting, or renovating your home, have it checked for lead-based paint.

- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.

- Wash children’s hands, bottles, pacifiers, and toys often.

- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.

- Remove shoes or wipe soil off shoes before entering your house.
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children’s brains and nervous systems are more sensitive to the damaging effects of lead.
- Children’s growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.
Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

**In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain
Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children’s blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.
Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

• In homes and childcare facilities in the city, country, or suburbs,

• In private and public single-family homes and apartments,

• On surfaces inside and outside of the house, and

• In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.
Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 250 µg/ft² and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.
Checking Your Home for Lead

You can get your home tested for lead in several different ways:

• A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won’t tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

• A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples

• A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.
Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call 1-800-424-LEAD (5323) for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.
What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family’s risk:

• If you rent, notify your landlord of peeling or chipping paint.

• Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)

• Carefully clean up paint chips immediately without creating dust.

• Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.

• Wash your hands and your children’s hands often, especially before they eat and before nap time and bed time.

• Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.

• Keep children from chewing window sills or other painted surfaces, or eating soil.

• When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).

• Clean or remove shoes before entering your home to avoid tracking in lead from soil.

• Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.
Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

• In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.

• You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.

• To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

• Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.

• To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.
Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot (μg/ft\(^2\)) for floors, including carpeted floors
- 250 μg/ft\(^2\) for interior windows sills
- 400 μg/ft\(^2\) for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.
Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA’s lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.

- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F

- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.

- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA’s requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*. 
Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

• **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  
  • Use only cold water for drinking and cooking.
  
  • Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

  Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA’s lead in drinking water information.

• **Lead smelters** or other industries that release lead into the air.

• **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family’s clothes.

• **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.

• Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children’s products may have parts that contain lead.⁴

• Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.

• Folk remedies, such as “**greta**” and “**azarcon,”** used to treat an upset stomach.

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⁴ In 1978, the federal government banned toys, other children’s products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children’s products. The federal government currently bans lead in excess of 100 ppm by weight in most children’s products (76 FR 44463).
For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call 1-800-424-LEAD (5323).

EPA’s Safe Drinking Water Hotline
For information about lead in drinking water, call 1-800-426-4791, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC’s website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.
U. S. Environmental Protection Agency (EPA)
Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200
Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD’s mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD’s Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.
IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

• Children under 6 years old are most at risk for lead poisoning in your home.

• Lead exposure can harm young children and babies even before they are born.

• Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.

• Even children who seem healthy may have dangerous levels of lead in their bodies.

• Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.

• People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

• People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).
Exhibit A

Form of Written Extension Notice

_________ ____, 2017

Via FedEx
Copy Via Email
Highland Park Independent School District
7015 Westchester Drive
Dallas, Texas 75205-1061
Attention:  Dr. Tom Trigg
Email: TriggT@hpisd.org

Re:  Extension notice pursuant to that certain purchase contract (the “Contract”) dated __________ ____, 2017, by and between Highland Park Independent School District (“Seller”) and ___________________ (“Buyer”), regarding certain real property more particularly described in the Contract and the improvements located thereon, which property is commonly referred to as 7314 Marquette Street, Dallas, Texas 75225 (the “Property”)

Dr. Trigg:

This notice pertains to the Contract. Any capitalized terms used by not defined in this notice have the meanings assigned to them in the Contract. Pursuant to Paragraph 9A of the Contract, Buyer hereby elects to exercise the Extension Option. Paragraph 9A of the Contract lists certain conditions (collectively, the “Conditions”) that must be satisfied at least seven days prior to the initial Closing Date, in order for Buyer to successfully exercise the Extension Option. This letter satisfies condition (i). With respect to condition (ii), a cashier’s check payable to the order of Seller in the amount of $28,000.00 is enclosed (the “Additional Earnest Money”). With respect to condition (iii), Buyer hereby instructs and will cause the Title Company to immediately disburse the Initial Earnest Money to Seller. The Earnest Money is considered fully earned by Seller and non-refundable to Buyer; provided, however, that if Buyer does not default under the Contract and the sale of the Property does not occur due to Seller’s default under the Contract, Seller shall refund the Earnest Money to Buyer.

If Buyer timely satisfies the Conditions, the Closing Date is extended to __________ ____, 2017, which is 28 days after the initial Closing Date. Buyer has no further options to extend the Closing Date under the Contract. Buyer hereby releases the Title Company from any claims related to the disbursement of the Initial Earnest Money.

Sincerely,

[Insert Name and Signature of Buyer]

Name:______________

Enclosure
cc:  Thompson & Knight LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Attention: Gregg Davis
Email: Gregg.Davis@tklaw.com

Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204
Attention: Evangela Furnace
Email: EFurnace@republictitle.com
**Exhibit B**

**Form of Deed Without Warranty**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM 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.

After Recording Return To:
Thompson & Knight LLP
1722 Routh Street, Suite 1500
Dallas, TX 75201
Attention: Brady Behrens

DEED WITHOUT WARRANTY

STATE OF TEXAS

COUNTY OF DALLAS

HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT (“Grantor”), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor by (“Grantee”), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to Grantee the real property more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the “Property”), subject to all matters that would be revealed by a current survey of the Property, general real estate taxes on the Property for the current year, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property, and any and all easements, exceptions, rights-of-way and other encumbrances, if any, of record or otherwise affecting the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee’s successors and assigns, forever. THE CONVEYANCE EVIDENCED BY THIS DEED WITHOUT WARRANTY IS MADE, AND GRANTEE HAS ACCEPTED THIS DEED, WITHOUT ANY WARRANTY OR COVENANT OF TITLE, EITHER EXPRESS OR IMPLIED, INCLUDING SPECIFICALLY WITHOUT LIMITATION ALL WARRANTIES THAT MIGHT ARISE AT COMMON LAW AND THE IMPLIED WARRANTIES AND COVENANTS OF TITLE IN SECTION 5.023 OF THE TEXAS PROPERTY CODE.
IN WITNESS WHEREOF, this instrument is executed on the date of acknowledgment below but is made to be effective as of __________________, 2017.

GRANTOR:

HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT

By: __________________________
   Name: _______________________
   Title: ________________________

STATE OF TEXAS  §
COUNTY OF DALLAS  §

The foregoing instrument was acknowledged before me on _________________, 2017, by ________________________, ______________________ of Highland Park Independent School District, a Texas independent school district, on behalf of said independent school district.

_________________________
Notary Public, State of Texas

_________________________
(printed name)

[Personalized Notary Seal]

My Commission Expires: __________
EXHIBIT A

Lot 17, Block 38/5450 of Caruth Hills No. 7, an addition to the City of Dallas, Dallas County, Texas, according to the map thereof recorded in Volume 11, page 265, Map Records of Dallas County, Texas.
Schedule III

Felony Conviction Notification

[See page(s) following]
Section 44.034 of the Texas Education Code provides as follows:

(a) A person or business entity that enters into a contract with a school 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.

(b) A school district 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.

This Notice is not required of a publicly held corporation; however, a company representative must select the applicable response below and return a signed copy of this Notice to the District.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge:

Vendor's Name: __________________________________________

Authorized Company Official's Name (printed): _______________________

Authorized Company Official's Signature: _____________________________

Date: __________ ____, 2017

Check the appropriate selection below:

☐ A. My firm is a publicly held corporation; therefore, this Notice is not applicable.

☐ B. My firm is not owned or operated by any person(s) who has/have been convicted of a felony.

☐ C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): __________________________

Details of Conviction(s): __________________________
Schedule IV

Conflict of Interest Questionnaire

Notice to Bidders
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

Bidders are required to file a Conflict of Interest Questionnaire (the “Questionnaire”), a copy of which is attached hereto as Exhibit A, with the District if a relationship exists between the bidder’s company and an officer of the District. Bidders are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

Conflicts of interest exist if:

1. the person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
2. the person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from bidders regarding each affiliation or business relationship between the bidder and:

1. an officer of the District;
2. an officer of the District that results in the officer or family member receiving taxable income;
3. an officer of the District that results in the bidder receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or bidder of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

Questionnaires must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for qualification or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The bidder also shall file an updated Questionnaire:
   a. not later than September 1 of each year in which a covered transaction is pending, and
   b. the seventh business day after the date of an event that would make a statement in the Questionnaire incomplete or inaccurate.
3. A bidder is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the District are:

Jim Hitzelberger, President (Place 1)
Kelly J. Walker, Vice President (Place 3)
Lee E. Michaels, Secretary (Place 2)
Paul E. Rowsey, Finance Officer (Place 4)
Edward Herring, Trustee (Place 5)
Stacy A. Kelly, Trustee (Place 6)
Tom H. Sharpe, Trustee (Place 7)
Dr. Tom Trigg, Superintendent of Schools
Dr. Brent Ringo, Assistant Superintendent for Business & Finance
Lisa Wilson, Assistant Superintendent for Education Services

If you are required to file, send the completed Questionnaire to Highland Park Independent School District, 6915 Westchester Drive, Dallas, Texas 75205-1061, Attention: Dr. Brent Ringo.
Exhibit A

Conflict of Interest Questionnaire

[See page(s) following]
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

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?

[ ] Yes [ ] No

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?

[ ] Yes [ ] No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

Date
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): “Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:
(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):
(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:
(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor;
(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)
(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:
(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
(2) the date the vendor becomes aware:
(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.