

EXHIBIT A

**AGREEMENT FOR SALE OF IMPROVEMENT TO REAL PROPERTY
AND BILL OF SALE**

This Agreement to buy and sell improvement to real property to be moved by Buyer and Bill of Sale is between Seller (also referred to herein as the “District”) and Buyer as identified below and is effective on the date (the “Effective Date”) of the last of the signatures by Seller and Buyer as parties to this Agreement.

Seller: Board of Trustees of the Luling Independent School District
Address: 212 E. Bowie St., Luling, Texas 78648
Phone: 830-875-3192
Fax: 830-875-3193
Type of entity: Independent School District and political subdivision of the State of Texas

Buyer: _____
Address: _____
Phone: _____
Fax: _____
Type of entity: _____

Improvement Property: _____

Purchase Price: \$_____. The Purchase price shall be paid by Buyer to Seller upon execution of this Agreement.

County for Performance: Caldwell

A. Deadlines and Other Dates

All deadlines in this Agreement expire at 5:00 P.M. local time where the Improvement 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.

1. Removal of the Improvement from the land: To be scheduled with the Seller's Superintendent of Schools, but removal shall occur no later than the date indicated on auction website.

B. Exhibits

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

Exhibit 1: Representations; Environmental Matters

C. Purchase and Sale of Improvement

Seller, for the Purchase Price, sells, transfers and delivers the Improvement to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold to Buyer and Buyer's heirs, successors and assigns forever. Buyer agrees to remove the Improvement from the land in accordance with the terms and conditions of this Agreement.

D. Terms and Conditions of Removal of Improvement from Land

1. Buyer will remove the Improvement completely, no later than date indicated on auction website. The Improvement shall be removed intact to the extent possible; that is, without prior complete or partial demolition (except such partial demolition as is reasonably required to move the Improvement). All work shall be performed by Buyer in a good and workmanlike manner with consideration at all times for the safety and welfare of the public. Buyer will remove all debris resulting from the removal of the Improvement and will clean and grade the land to a level satisfactory to the Seller in the Seller's sole discretion. Buyer shall be responsible for any damage to utilities, streets, curbs and other property not to be removed from the land. Buyer shall be responsible for locating and protecting any utility service on the land.
2. All work shall be performed Monday through Friday, 7:00 A.M. to 5:00 P.M. Buyer will be allowed to work in the evenings, holidays, and/or weekends, when given written approval from the Seller. Buyer shall provide adequate traffic barricades throughout the duration of the work. Schedule of work will require a written request no less than forty-eight (48) hours prior to beginning work, and written approval from the Seller.

3. All work shall comply with the governing building codes, as revised and latest supplements thereto, of the City of Luling. All work shall comply with all laws, rules, and regulations of Caldwell County, the State of Texas, and the United States of America.
4. The Buyer shall protect the safety of pedestrian and vehicle traffic through and near the Improvement. The Buyer shall immediately cordon off the Improvement site area with barriers, ropes, signs, etc. All necessary safety precautions shall be exercised by the Buyer. The Seller, upon notice of potential hazard, has the right to stop work temporarily until the situation is remedied.
5. The Buyer, at Buyer's sole cost, shall obtain all permits, licenses, inspections, etc., required by the City of Luling or any other jurisdiction having authority over this project.
6. Insurance coverage described below shall be furnished by the Buyer, or Buyer's contractor(s), with the following limits requested:

a.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	
	Workers' Compensation - Statutory	Texas
	Employer's Liability	
	Bodily Injury by Accident	
	Each Accident	\$100,000
	Bodily Injury by Disease	
	Each Disease	\$100,000
	Bodily Injury by Disease	
	Policy Limit	\$100,000
b.	COMMERCIAL GENERAL LIABILITY	
	General Aggregate	\$100,000
	Prod/Comp-Op Aggregate	\$100,000
	Pars/Advert Injury	\$ 50,000
	Each Occurrence	\$ 50,000
	Fire Damage	\$ 5,000
	Medical Expense	\$ 500
	Coverage shall include:	
	Premises - Operations	
	Independent Contractors	
	Products - Completed Operations	
	Contractual Liability	
	Broad Form Property Damage	
c.	COMPREHENSIVE AUTOMOBILE LIABILITY	
	Owned, Non-Owned, and Hired	
	Combined Single Limit	\$300,000

7. **TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE LULING INDEPENDENT SCHOOL DISTRICT (“DISTRICT” OR “SELLER”), ITS AGENTS, TRUSTEES AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS’ FEES, ARISING OUT OF, OR RESULTING FROM ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PURCHASE, USE AND REMOVAL OF THE IMPROVEMENT FROM THE DISTRICT’S PROPERTY BY BUYER, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF THE DISTRICT, DISTRICT’S REPRESENTATIVES, OR THE TRUSTEES, EMPLOYEES, AGENTS, INVITEES OR LICENSEES THEREOF. BUYER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS REPRESENTATIVES, AND TRUSTEES, EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF WITH RESPECT TO ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST THE DISTRICT, THE DISTRICT’S REPRESENTATIVES, TRUSTEES, EMPLOYEES, AGENTS, INVITEES, AND LICENSEES THEREOF.**

E. Representations

The parties’ representations stated in Exhibit 1 are true and correct.

F. No Recording of Agreement

Buyer may not file this Agreement or any memorandum or notice of this Agreement in the real property records of any county.

G. Transaction Costs

Buyer will pay all costs arising from the conveyance of the Improvement and removal of the Improvement from the land.

H. Default and Remedies

Buyer’s Default. If Buyer fails to perform any of its obligations under this Agreement (“Buyer’s Default”), Seller may elect either of the following as its sole and exclusive remedy:

- a. *Termination.* Seller may terminate this Agreement by giving notice to Buyer and recover the Purchase Price from Buyer, or
- b. *Specific Performance.* Seller may enforce specific performance of Buyer’s obligations under this Agreement.

I. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
2. *Entire Agreement.* This Agreement, together with its exhibits, constitutes the entire agreement of the parties concerning the sale of the Improvement by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Improvement by Seller to Buyer not incorporated in writing in this Agreement.
3. *Amendment.* This Agreement may be amended only by an instrument in writing signed by the parties.
4. *Prohibition of Assignment.* Buyer may not assign this Agreement or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This Agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
5. *Survival.* The obligations of this Agreement that cannot be performed before termination of this Agreement will survive termination of this Agreement, and the legal doctrine of merger will not apply to these matters.
6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Caldwell is the County for Performance.
7. *Waiver of Default.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.
8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Agreement.
9. *Severability.* The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Agreement.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

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

SELLER:

BOARD OF TRUSTEES OF THE LULING
INDEPENDENT SCHOOL DISTRICT

By: _____
Superintendent of Schools

Date: _____

BUYER:

By: _____

[Printed name:] _____

Date: _____

Exhibit 1

REPRESENTATIONS; ENVIRONMENTAL MATTERS

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date.

1. *Authority.* Seller is an independent school district duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to convey the Improvement to Buyer.
2. *No Liens.* The Improvement is free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature, and no work or materials will have been furnished to the Improvement that might give rise to mechanic's, materialman's, or other liens against the Improvement other than work or materials to which Buyer has given its consent.
3. *No Other Representation.* Except as stated above, Seller makes no representation with respect to the Improvement.
4. *No Warranty.* Seller has made no warranty in connection with this Agreement.

B. Buyer's Representations to Seller

1. Buyer acknowledges that the Improvement may contain asbestos, lead-containing materials, and/or other environmental conditions.

C. "As Is, Where Is"

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

Buyer represents and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, or written, past, present or future, of, as to, concerning or with respect to (A) the value, nature, quality or condition of the property, (B) the income to be derived from the property, (C) the suitability of the property for any and all activities and uses which buyer may conduct thereon, (D) the compliance with ordinances or regulations of any applicable governmental authority or body, (E) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property, (F) the manner or quality of the construction or materials incorporated into the property, (G) the manner, quality, state of repair or lack of repair of the property, or (H) any other matter with respect to the property, and specifically, that Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including the disposal or existence, in or on the property of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability

Act of 1980, as amended, and regulations promulgated thereunder. Seller has disclosed that it believes the property contains asbestos. Seller has provided Buyer with the ability to acquire and inspect the documents.

Buyer further represents and agrees that, having been given the opportunity to inspect the property, Buyer is relying solely on its own investigation of the property and not on any information provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further represents and agrees that to the maximum extent permitted by law, the sale of the property as provided for herein is made on an "as is" condition and basis with all faults. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the property is sold by Seller and Purchased by Buyer subject to the foregoing.

D. Environmental Matters

AFTER THE SALE, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE THE SALE, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT THE TIME OF THE SALE. ONCE THE SALE HAS OCCURRED, BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER 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. **BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES.** BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER 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 SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. BUYER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF SELLER AND IN THE NAME OF SELLER, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.