

Panola College  
Request for Proposal (RFP) Packet  
Sale of Real Property

Panola College (the College) is seeking to sell a tract of real property (surface estate only), structures and improvements located at 1404 West Panola Street, Carthage, Panola County, Texas. This process will be conducted through a sealed bid process using the bid form contained in this packet.

Property Legal Description (See attached plat labeled as Exhibit "A")

Being a lot, tract or parcel of land situated in the A. Moorman Survey, Abstract A-427, Panola County, Texas, said tract being all of a tract of land conveyed to Dewey E. Arnold by deed recorded in Volume 505, Page 12, of the Deed Records of Panola County, Texas, and part of a tract of land described by deed recorded in Volume 503, Page 344, of the Deed Records of Panola County, Texas; said tract being more particularly described as follows:

BEGINNING at a ½ inch iron rod found at the Southeast corner of a tract of land conveyed to Panola College by deed recorded in Volume 1029, Page 31, said point also being the Northeast corner of said Volume 505, Page 12, and being on the Westerly line of the tract of land conveyed to Hollis Drew Pitts by deed recorded in Volume 764, Page 196, of the Deed Records of Panola County, Texas;

THENSE South 10° 02' 57" West, along the Easterly line of said Arnold tract and the Westerly line of said Pitts tract a distance of 214.09 feet to a ½ inch iron rod set on the North line of the West Panola U. S. Highway 79 (variable width right-of-way); THENSE North 79° 59' 29" West, along said North line of West Panola U. S. Highway 79 a distance of 154.90 feet to a ½ iron rod set, said point being the Southeast corner of a tract of land conveyed to Don R. Rinkle, et ux, by deed recorded in Volume 963, Page 372, of the Deed Records of Panola County, Texas;

THENSE North 09° 45' 24" East, along the Easterly line of said Rinkle tract and the Westerly line of said Arnold tract a distance of 217.29 feet to a ½ inch iron rod set at the Northwest corner of said Arnold Tract, same being the Northeast corner of said Rinkle tract and on the Southerly line of said Panola College tract;

THENSE South 78° 48' 56" East, along the Northerly line of said Arnold tract, same being the Southerly line of said Panola College tract a distance of 156.04 feet to the Place of Beginning, and containing 0.769 acres, or 33,529 square feet of land.

Bidding Instructions

Bidders should complete the Bid Form below and mail or deliver via currier to the Main Campus at 1109 West Panola, Carthage, Texas 75633, Attention Alan Howard, Vice-President of Fiscal Services on or before 10:00 AM CDST, September 27, 2021. Proposals must be completed in ink or typewritten and sealed. Facsimile or electronically transmitted proposals will not be accepted. Late proposals will be returned unopened.

Property Inspection

The College has completed and attached a "Seller's Disclosure Notice" (Exhibit "B") for the bidders' review. The property may be physically inspected by appointment only through

September 23, 2021. Appointments can be made by contacting Alan Moon, Director of Facilities, at (903) 693-1113 during normal business hours.

#### Asbestos Disclosure

Bidders should be apprised of the presence of asbestos within the structures on the property. The College conducted a full assessment and obtained a remediation estimate on September 8, 2020. Those documents are attached (Exhibit "C"). The College intends to convey the property in its current, un-remediated state.

#### Selection Process

The College will appoint a committee from its executive staff and employees to assess the proposals. The successful bidder (Buyer) will be selected based on the following weighted criteria:

Offer Price – Weight 60%

The Committee's assessment of the bidder's ability to perform – Weight 40%

The selected proposal will be submitted to the College's Board of Trustees for final approval on or before September 27, 2021. The College reserves the right to reject or accept any bid or reject all bids based on its assessment of its best interest.

#### Earnest Money and Closing Costs

The Buyer will be required to make a cash deposit at East Texas Title of Panola County equal to 10% of the submitted purchase price on or before September 30, 2021. The Buyer and the College agree to execute and abide under the terms and conditions set out in the attached Earnest Money Contract (Exhibit "D") on or before September 30, 2021.

#### Closing

The College's goal is for closing to occur on or before 45 days from the execution date of the Earnest Money Contract, but in no case shall closing be extended beyond 150 days from the execution of the Earnest Money Contract. The closing location shall be at East Texas Title of Panola County's offices. Buyer and the College agree to execute and abide under the attached Special Warranty Deed (Exhibit "E") as the conveying document. All closing cost including, but not limited to, title investigation, title insurance, legal fees, administrative fee and survey costs shall be paid by the Buyer. Buyer shall pay the College the amount of Buyer's bid less the Earnest Money on deposit at East Texas Title of Panola County.

Panola College  
Real Property Located at 1404 W. Panola Street  
Bid Form

Cash Offer \$ \_\_\_\_\_

Bidder acknowledges that this offer is on an "as is, where is" basis.

Bidder acknowledges that this offer is for the surface estate only.

Bidder acknowledges that Bidder has read and understands the bid process and the terms and conditions of this transaction.

Bidder acknowledges that Bidder is responsible for all closing costs associated with this transaction.

Bidder acknowledges that Bidder is financially capable of performance under this transaction.

Bidder acknowledges that Bidder is responsible for understanding any ordinances imposed by any government or private entity on this property.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Entity or Individual's Printed Name

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Exhibit "A"



**SURVEY NOTE:**  
 Survey was prepared without benefit of Title Commitment.  
 No encumbrances were researched.  
 Basis of Bearing: Texas Coordinate System NAD 27 (North Central Zone) and reprojected to Carlsberg, Texas Triangulation Station.

## PROPERTY DESCRIPTION

Being a lot, tract or parcel of land situated in the A. McKeown Survey, Abstract No. 427 Panola County, Texas said tract being all of a tract of land conveyed to Devery E. Arnold by deed recorded in Volume 505 Page 12 of the Deed Records of Panola County, Texas (D.R.P.C.T.), and part of a tract of land described by deed recorded in Volume 503, Page 544 of (D.R.P.C.T.), said tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the Southeast corner of a tract of land conveyed to Panda College by deed recorded in Volume 1029, Page 31, said point also being the Northeast corner of said Volume 505, Page 12, and being on the western line of a tract of land conveyed to Hollis Drew Pits by deed recorded in Volume 764, Page 196 (D.R.P.C.T.);

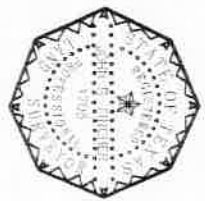
THENCE South 10 deg. 02 min. 57 sec. West, along the easterly line of said Arnold tract and the westerly line of said Pits Tract a distance of 214.09 feet to a 1/2 inch iron rod set on the North line of of West Panola U.S. Highway No. 79 (variable width right-of-way);

THENCE North 79 deg. 59 min. 29 sec. West, along said North line of West Panola U.S. Highway No. 79 a distance of 154.90 feet to a 1/2 inch iron rod set, said point being the Southeast corner of a tract of land conveyed to Dan R. Rinkle, et ux by deed recorded in Volume 963, Page 372 (D.R.P.C.T.);

THENCE North 09 deg. 45 min. 24 sec. East, along the easterly line of said Rinkle tract and the westerly line of said Arnold tract a distance of 217.29 feet to a 1/2 inch iron rod set at the Northwest corner of said Arnold tract, same being the Northwest corner of said Rinkle tract and on the southerly line of said Panda College tract;

THENCE South 78 deg. 48 min. 56 sec. East, along the northerly line of said Arnold tract, same being the southerly line of said Panda College tract a distance of 156.04 feet to the P.A.C.E. OF BEGINNING, and containing 0.769 acres or 33,329 square feet of land.

*John Finch*  
 JOHN FINCH  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 No. 1708  
 Date: December 31, 1998



**SURVEY**  
 of  
 0.769 ACRES  
 out of the  
 A. MOORMAN SURVEY ABSTRACT NO. 427  
 PANOLA COUNTY, TEXAS

**FINCHER LAND SURVEYING**  
 658 South Buffalo Street  
 Canton, Texas 75105  
 (903) 567-1467  
 (903) 567-5408 fax

# **Exhibit "B"**

Panola College RFP Sale of Real Property

Seller's Disclosure Notice



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

**SELLER'S DISCLOSURE NOTICE**

CONCERNING THE PROPERTY AT 1404 West Panola Carthage, Texas  
 (Street Address and City)

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

Seller ☒ is ☐ is not occupying the Property. If unoccupied, how long since Seller has occupied the Property? \_\_\_\_\_

1. The Property has the items checked below [Write Yes (Y), No (N), or Unknown (U)]:

<input checked="" type="checkbox"/> Range	<input checked="" type="checkbox"/> Oven	<input type="checkbox"/> Microwave
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Disposal
<input checked="" type="checkbox"/> Washer/Dryer Hookups	<input checked="" type="checkbox"/> Window Screens	<input type="checkbox"/> Rain Gutters
<input type="checkbox"/> Security System	<input type="checkbox"/> Fire Detection Equipment	<input type="checkbox"/> Intercom System
	<input checked="" type="checkbox"/> Smoke Detector	
	<input type="checkbox"/> Smoke Detector-Hearing Impaired	
	<input type="checkbox"/> Carbon Monoxide Alarm	
	<input type="checkbox"/> Emergency Escape Ladder(s)	
<input type="checkbox"/> TV Antenna	<input checked="" type="checkbox"/> Cable TV Wiring	<input type="checkbox"/> Satellite Dish
<input type="checkbox"/> Ceiling Fan(s)	<input type="checkbox"/> Attic Fan(s)	<input type="checkbox"/> Exhaust Fan(s)
<input checked="" type="checkbox"/> Central A/C	<input checked="" type="checkbox"/> Central Heating	<input type="checkbox"/> Wall/Window Air Conditioning
<input checked="" type="checkbox"/> Plumbing System	<input type="checkbox"/> Septic System	<input checked="" type="checkbox"/> Public Sewer System
<input type="checkbox"/> Patio/Decking	<input type="checkbox"/> Outdoor Grill	<input type="checkbox"/> Fences
<input type="checkbox"/> Pool	<input type="checkbox"/> Sauna	<input type="checkbox"/> Spa <input type="checkbox"/> Hot Tub
<input type="checkbox"/> Pool Equipment	<input type="checkbox"/> Pool Heater	<input type="checkbox"/> Automatic Lawn Sprinkler System
<input type="checkbox"/> Fireplace(s) & Chimney		<input type="checkbox"/> Fireplace(s) & Chimney
<input type="checkbox"/> (Wood burning)		<input type="checkbox"/> (Mock)
<input checked="" type="checkbox"/> Natural Gas Lines		<input checked="" type="checkbox"/> Gas Fixtures
<input type="checkbox"/> Liquid Propane Gas	<input type="checkbox"/> LP Community (Captive)	<input type="checkbox"/> LP on Property
Garage: <input type="checkbox"/> Attached	<input type="checkbox"/> Not Attached	<input type="checkbox"/> Carport
Garage Door Opener(s):	<input type="checkbox"/> Electronic	<input type="checkbox"/> Control(s)
Water Heater:	<input checked="" type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric
Water Supply: <input checked="" type="checkbox"/> City	<input type="checkbox"/> Well	<input type="checkbox"/> Co-op
Roof Type: <u>Composition Shingles</u>		Age: <u>5</u> years old (approx.)

Are you (Seller) aware of any of the above items that are not in working condition, that have known defects, or that are in need of repair? ☐ Yes ☒ No ☐ Unknown. If yes, then describe. (Attach additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code?\* ☐ Yes ☒ No ☐ Unknown. If the answer to this question is no or unknown, explain (Attach additional sheets if necessary): \_\_\_\_\_

\* Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information. A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing impaired and specifies the locations for the installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

3. Are you (Seller) aware of any known defects/malfunctions in any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

<u>n</u> Interior Walls	<u>n</u> Ceilings	<u>n</u> Floors
<u>n</u> Exterior Walls	<u>n</u> Doors	<u>n</u> Windows
<u>n</u> Roof	<u>n</u> Foundation/Slab(s)	<u>n</u> Sidewalks
<u>n</u> Walls/Fences	<u>n</u> Driveways	<u>n</u> Intercom System
<u>n</u> Plumbing/Sewers/Septics	<u>n</u> Electrical Systems	<u>n</u> Lighting Fixtures
<u>n</u> Other Structural Components (Describe): _____		

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

4. Are you (Seller) aware of any of the following conditions? Write Yes (Y) if you are aware, write No (N) if you are not aware.

<u>n</u> Active Termites (includes wood destroying insects)	<u>y</u> Previous Structural or Roof Repair
<u>n</u> Termite or Wood Rot Damage Needing Repair	<u>n</u> Hazardous or Toxic Waste
<u>n</u> Previous Termite Damage	<u>y</u> Asbestos Components
<u>n</u> Previous Termite Treatment	<u>n</u> Urea-formaldehyde Insulation
<u>n</u> Improper Drainage	<u>n</u> Radon Gas
<u>n</u> Water Damage Not Due to a Flood Event	<u>n</u> Lead Based Paint
<u>n</u> Landfill, Settling, Soil Movement, Fault Lines	<u>n</u> Aluminum Wiring
<u>n</u> Single Blockable Main Drain in Pool/Hot Tub/Spa*	<u>n</u> Previous Fires
	<u>n</u> Unplatted Easements
	<u>n</u> Subsurface Structure or Pits
	<u>n</u> Previous Use of Premises for Manufacture of
	<u>n</u> Methamphetamine

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): Asbestos survey has been completed and available. The roof was replaced approximately 5 years ago

\* A single blockable main drain may cause a suction entrapment hazard for an individual.

5. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair? ☐ Yes (if you are aware) ☒ No (if you are not aware). If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

6. Are you (Seller) aware of any of the following conditions?\* Write Yes (Y) if you are aware, write No (N) if you are not aware.
- ☐ Present flood insurance coverage
- ☐ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir
- ☐ Previous water penetration into a structure on the property due to a natural flood event

Write Yes (Y) if you are aware, and check wholly or partly as applicable, write No (N) if you are not aware.

- ☐ Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)
- ☐ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))
- ☐ Located ☐ wholly ☐ partly in a floodway
- ☐ Located ☐ wholly ☐ partly in a flood pool
- ☐ Located ☐ wholly ☐ partly in a reservoir

If the answer to any of the above is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

\*For purposes of this notice:

"100-year floodplain" means any area of land that:

- (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map;
- (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and
- (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that:

- (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and
- (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation of more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

7. Have you (Seller) ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)?\* ☐ Yes ☒ No. If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

8. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the property? ☐ Yes ☒ No. If yes, explain (attach additional sheets as necessary): \_\_\_\_\_



9. Are you (Seller) aware of any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- ☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.
- ☐ Homeowners' Association or maintenance fees or assessments.
- ☐ Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.
- ☐ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☐ Any lawsuits directly or indirectly affecting the Property.
- ☒ Any condition on the Property which materially affects the physical health or safety of an individual.
- ☐ Any rainwater harvesting system located on the property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- ☐ Any portion of the property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): Asbestos survey has been completed and available

10. If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit maybe required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
11. This property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

Signature of Seller

Date

Signature of Seller

Date

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Signature of Purchaser

Date

Signature of Purchaser

Date



This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code § 5.008(b) and is to be used in conjunction with a contract for the sale of real property entered into on or after September 1, 2019. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. OP-H

# **Exhibit "C"**

Panola College RFP Sale of Real Property

Asbestos Inspection Report and Remediation Estimate

## ASBESTOS INSPECTION REPORT

Report Date: September 8, 2020

Inspection Location:  
1404 West Panola Street  
Carthage, TX 75633



Prepared for: Panola College  
1109 West Panola, Carthage, Texas 75633

Prepared By:



Chase Alcock  
TDSHS Inspector License # 603664  
Expiration Date: February 7, 2022

Reviewed By:



J. Mark Swinnea, P.E.  
TDSHS Consultant License # 105066  
Expiration Date: January 31, 2022

Brady Job #: CS20470

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  - Asbestos Containing
  - Non-Asbestos Containing
- III. Homogeneous Area Report
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- VI. Licensing and Accreditation

## **I. Introduction**

Brady Environmental Services, Inc. was commissioned by Mr. Allen Moon of Panola College to perform a pre-demo asbestos inspection of 1404 West Panola Street in Carthage, Texas. The asbestos inspection was performed on September 3, 2020 by Chase Alcock of Brady Environmental Services, Inc.

During the inspection bulk samples were collected from building materials identified by the EPA as having a potential asbestos content. All samples were submitted to Cates Laboratories in Dallas, Texas for analysis by Polarized Light Microscopy (PLM) in accordance with EPA test method 600/R-93/116. Laboratory reports are found in Section V of this report.

The inspection performed included all currently accessible areas. Should future demolition uncover previously unknown or un-sampled materials, they should be properly evaluated for asbestos content by a licensed inspector. The Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), and various state agencies require construction materials to be tested for asbestos content prior to any activity which may disturb these materials and release asbestos fibers. All construction materials should be assumed to contain asbestos until such time as a licensed inspector has compiled data to rebut the presence of asbestos.

A copy of this report should be kept on location during any demolition and/or renovation work and should be made available to any contractors working on location. These records should also be made available for inspection by the Texas Department of State Health Services or by local building officials.

## **II. Materials Identified**

During the inspection the following suspect materials were found to be:

### **Asbestos Containing**

- Sample Set A - Fibrous Backing – Entry to Apartment
- Sample Set E - Paint Texture, Paint Texture 2 and Joint Compound - Throughout
- Sample Set H - Caulking – Around Siding

### **Non-Asbestos Containing**

Laboratory analysis results indicated that the following building materials inspected were not asbestos-containing.

- Sample Set B - Carpet Glue - Bedrooms, Livingroom, Stair
- Sample Set C - Sheet Flooring and Fibrous Backing - Bathroom
- Sample Set D - Sheet Flooring 1, Sheet Flooring 2 and Fibrous Backing - Kitchen
- Sample Set F - Paint Layer and Fiberboard - Bathroom
- Sample Set G - Roofing Shingle and Roofing Felt - Roof

### **Non-Suspect Material**

Fiberglass batting insulation ceilings  
HVAC duct work insulation

For compliance with the EPA NESHAPS Standard, a notification of demolition should be filed with the Texas Department of State Health Services. This notification should be filed at least ten working days prior to commencement of demolition.

Should renovation and/or demolition work require the removal or disturbance of the asbestos-containing material, work must be done in accordance with applicable state and federal regulatory requirements. For further information and cost estimates for asbestos abatement, please contact the office of Brady Environmental Services, Inc. at 903-882-6865.

**III. Homogeneous Area Report**

BES Job #	CS 20470	Lab #	20470 LS	Client	PANOLA COLLEGE			
Building Type	RESIDENTIAL			Inspection Date	SEPTEMBER 3, 2020			
Future Use	RESIDENTIAL			Full	Limited	Limited To		
				<input checked="" type="checkbox"/>	<input type="checkbox"/>			
				Building Name / ID				
				Street Address	City / State			
				1404 W PANOLA ST	CARTHAGE, TX			
				Size	Occupied	Age	Floors	
				1,800 SF	YES		2	

[illegible]

INSPECTOR'S SIGNATURE

**LICENSE #**

**CHASE ALCOCK**

603664

**CONDITION CODE:**

GOOD CONDITION, NO OBSERVED DAMAGE  
GOOD CONDITION, NO EXPOSED MATERIAL  
GOOD CONDITION, LIMITED DAMAGE  
FAIR CONDITION, NO OBSERVED DAMAGE  
FAIR CONDITION, LIMITED DAMAGE  
DISTRIBUTED DAMAGE  
SIGNIFICANT DAMAGE

**NON-ASBESTOS:**

☒ FIBERGLASS BATTING INSULATION  
☐ FIBERGLASS INSULATION WALLS  
☒ H/V AC DUCT WORK INSULATION  
☐ HVAC FLEX JOINT  
☐ FIBERGLASS PIPING INSULATION PIPE RUNS

## MISCELLANEOUS

☐ ROOFING (ASSUMED)  
☐ ROOFING (NOT SUSPECT)  
☐ WINDOW GLAZING / CAULKING (NOT TESTED)  
☒ WINDOW GLAZING (NOT SUSPECT / NOT PRESENT)  
☒ DOOR / WINDOW CAULKING (NOT SUSPECT / NOT PRESENT)

Chore about



1404 West Panola Street - Carthage, TX 75633

**IV. Diagram / Photos**

JOB # CS20470

DATE: 9/3/2020

## ACM CAULKING - FRONT OF BUILDING



**PHOTO 1 - VINYL SHEET FLOORING**



**PHOTO 2 - CARPET GLUE**



**PHOTO 3 - VINYL SHEET FLOORING**



**PHOTO 4 - VINYL SHEET FLOORING**



**PHOTO 5 - TEXTUE, SHEETROCK WALL AND SHEETROCK  
CEILING, JOINT COMPOUND**



**PHOTO 6 - FRP**

1404 West Panola Street - Carthage, TX 75633



**PHOTO 7 - SHINGLE AND FELT**



**PHOTO 8 - CAULKING**

JOB # CS20470

**V. Laboratory Reports**



## PLM REPORT SUMMARY



NVLAP Lab No. 200569-0  
TDSHS License No. 30-0287

Client: Brady Environmental Services, Inc.  
Project (Line 1): Panola College  
Project (Line 2): 1404 West Panola Street, Carthage, Texas  
Project No: CS20470  
Identification: Asbestos, Bulk Sample Analysis  
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)  
EPA Method 600/R-93/116

Lab Job No.: PLM-23926  
Set No.: 35297  
Report Date: 9/9/2020  
Sample Date: 9/3/2020

Page 1 of 3

On 9/4/2020, twelve (12) bulk samples were submitted by Mr. Chase Alcock of Brady Environmental Services, Inc. for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL851516	A1	Vinyl Sheet Flooring	None Detected - Sheet Flooring 1 None Detected - Backing/Mastic None Detected - Sheet Flooring 2 None Detected - Backing/Mastic None Detected - Sheet Flooring 3 65% Chrysotile - Fibrous Backing
CL851517	B1	Carpet Glue	None Detected
CL851518	C1	Vinyl Sheet Flooring	None Detected - Sheet Flooring None Detected - Fibrous Backing
CL851519	D1	Vinyl Sheet Flooring	None Detected - Sheet Flooring 1 None Detected - Fibrous Backing None Detected - Sheet Flooring 2 None Detected - Fibrous Backing
CL851520	E1	Sheetrock Wall/Sheetrock Ceiling, Texture, Joint Compound	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound
CL851521	E2	Sheetrock Wall/Sheetrock Ceiling, Texture, Joint Compound	None Detected - Paint Texture 1 2% Chrysotile - Paint Texture 2 None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL851522	E3	Sheetrock Wall/Sheetrock Ceiling, Texture, Joint Compound	3% Chrysotile - Paint Texture None Detected - Paper None Detected - Wallboard Material
CL851523	E4	Sheetrock Wall/Sheetrock Ceiling, Texture, Joint Compound	None Detected - Paint Layer None Detected - Paper None Detected - Wallboard Material
CL851524	E5	Sheetrock Wall/Sheetrock Ceiling, Texture, Joint Compound	2% Chrysotile - Paint Texture None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.



## PLM REPORT SUMMARY



**Cates Laboratories**  
1339 Motor Circle  
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0  
TDSHS License No. 30-0287

Client: Brady Environmental Services, Inc.  
Project (Line 1): Panola College  
Project (Line 2): 1404 West Panola Street, Carthage, Texas  
Project No: CS20470  
Identification: Asbestos, Bulk Sample Analysis  
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)  
EPA Method 600/R-93/116

Lab Job No.: PLM-23926  
Set No.: 35297  
Report Date: 9/9/2020  
Sample Date: 9/3/2020

Page 2 of 3

On 9/4/2020, twelve (12) bulk samples were submitted by Mr. Chase Alcock of Brady Environmental Services, Inc. for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL851525	F1	FRP	None Detected - Paint Layer None Detected - Fiberboard
CL851526	G1	Shingle & Felt	None Detected - Roofing Shingle None Detected - Roofing Felt
CL851527	H1	Caulking	5% Chrysotile

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

## PLM REPORT SUMMARY



**Cates Laboratories**

1339 Motor Circle  
Dallas, Texas 75207 (214) 920-5006

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Set No.: 35297  
Report Date: 9/9/2020  
Sample Date: 9/3/2020

Page 3 of 3

On 9/4/2020, twelve (12) bulk samples were submitted by Mr. Chase Alcock of Brady Environmental Services, Inc. for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein.

### STATEMENT OF LABORATORY ACCREDITATION

The samples were analyzed in general accordance with the procedures outlined in the Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116 or the U.S. Environmental Protection Agency EPA 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples, by polarized light microscopy. The results of each bulk sample relate only to the material tested and the results shall not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.

Specific questions concerning bulk sample results shall be directed to the Laboratory Director.

Analyst: Kathy Schosek

Laboratory Director: John R. Cates, P.G.

Approved Signatory:



NVLAP LAB CODE 200569-0

**Brady Environmental Services, Inc.** PCM - 23926

P.O. Box 2623, Lindale, Texas 75771 SET- 35297

Office: 903-882-6865

CL#s - 851516-851527

**CHAIN OF CUSTODY RECORD FOR ENVIRONMENTAL SAMPLES**Client: Panola College AS#: \_\_\_\_\_Job Name: \_\_\_\_\_ Job #: CS 20470Address: 1404 W. Panola st. Carthage TxSample Date: 9-3-20 Area#: \_\_\_\_\_No. of Samples: 12 Collected By: Chase Alcock

Sample ID Number	Sample Description / Location	Sample Volume (liters) / Comments
A1	Vinyl sheet flooring	
B1	Carpet glue	
C1	Vinyl sheet flooring	
D1	Vinyl sheet flooring	
E1-5	SRW+SRC - Txt - JC	
F1	FRP	
<del>G1</del>	<del>Shingle + felt</del>	
H1	Caulking	

Type of Analysis: PLM Test Method: \_\_\_\_\_Turnaround Time: Standard Laboratory: CatesName: Chase Alcock Date: 9-3-20Name: \_\_\_\_\_ 09:50 Date: 9/4/2020

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Analyzed by: \_\_\_\_\_ Date: \_\_\_\_\_

Delivery Method: Fedex Date: 9-3-20

Special Instructions: \_\_\_\_\_

## **VI. Licensing and Accreditations**



Texas Department of State Health Services

BRADY ENVIRONMENTAL SERVICES INC

*is certified to perform as an*


Asbestos Consultant Agency

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*

*License Number: 100379*

*Expiration Date: 06/08/2021*

*Control Number: 97206*

  
John Hellerstedt, M.D.,  
Commissioner of Health

*(Void After Expiration Date)*

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



# Professional Environmental Training

## *Occupational and Environmental Training Program*



Awards this Certificate to

**ROBERT CHASE ALCOCK**

Cert # IR-9691

DL# TX34689369

For the completion of the

### **4-HOUR TRAINING COURSE AND IS REACCREDITED AS BUILDING INSPECTOR FOR ASBESTOS**

**In accordance with the EPA Model Accreditation Plan, 40 CFR 763 App. C to Subpart E,  
Interim Final Rule, under TSCA Title II.**

September 28, 2019  
Date of Class

September 28, 2020  
Expiration Date

September 28, 2019  
Date of Examination

316 Pennsylvania St.  
South Houston, Texas 77587

713-921-8921

A handwritten signature in black ink, appearing to read "Fredy Polanco".

President, Fredy Polanco, MS, CSP

A handwritten signature in black ink, appearing to read "Keith E. Harmon".

Instructor, Keith E. Harmon



Professional Environmental Training  
**Inspector Re-Accreditation**  
Expires 9-28-2020

**ROBERT CHASE ALCOCK**  
Cert # IR-9691



Professional Environmental Training  
713-921-8921  
[www.proenvtraining.com](http://www.proenvtraining.com)

Certifies that on September 28, 2019

Student completed training course requirements and is  
reaccredited as a Building Inspector for Asbestos.

Fredy Polanco, MS, CSP  
President

Keith E. Harmon  
Instructor



## Texas Department of State Health Services

**Asbestos Inspector**

**ROBERT C ALCOCK**

**License No. 603664**

**Control No. 99575**

**Expiration Date: 7-Feb-2022**



If found, please return, postage guaranteed:  
Department of State Health Services - MC2835  
P.O. Box 149347  
Austin, TX. 78714-9347

It is a violation of the Department of State Health Services and a violation  
of Texas Penal Code Sec. 37.10 to submit any forged or fraudulent  
documents in order to obtain a license.

Es una violacion de los reglamentos del Departamento Estatal de  
Servicios de Salud y del Texas Penal Code Sec. 37.10 al someter  
cualquier tipo de documentos que estan alterados o falsificados para  
obtener una licencia.

  
John Hellerstedt M.D.  
Commissioner





# Texas Department of State Health Services

Asbestos Individual Consultant

**JAMES MARK SWINNEA**

**License No. 105066**

**Control No. 97661**

**Expiration Date: 31-Jan-2022**



If found, please return, postage guaranteed:

Department of State Health Services - MC2835

P.O. Box 149347

Austin, TX. 78714-9347

It is a violation of the Department of State Health Services and a violation of Texas Penal Code Sec. 37.10 to submit any forged or fraudulent documents in order to obtain a license.

Es una violacion de los reglamentos del Departamento Estatal de Servicios de Salud y del Texas Penal Code Sec. 37.10 al someter cualquier tipo de documentos que esten alterados o falsificados para obtener una licencia.

  
John Hellerstedt M.D.  
Commissioner



**Texas Department of State Health Services**

**CATES LABORATORIES INC**

*is certified to perform as an*

**Asbestos Laboratory**


**PCM, PLM**

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*

**License Number: 300287**

**Expiration Date: 04/07/2021**

**Control Number: 96366**

  
**John Hellerstedt, M.D.,  
Commissioner of Health**

**(Void After Expiration Date)**

**VOID IF ALTERED NON-TRANSFERABLE**

**SEE BACK**



*Consulting - Engineering - Inspections - Remediation*

---

September 17, 2020

Mr. Alan Moon  
Panola College  
1109 West Panola  
Carthage, Texas 75633

RE: Estimate - Asbestos Consulting Services – Residential Structure, 1404 West Panola Street, Carthage, Texas

Dear Mr. Moon,

This proposal covers our professional consulting services during the above referenced asbestos removal project. This involves the removal of all known asbestos-containing materials from the structure. The abatement work is estimated to take four or five (4 or 5) days to complete.

Our services will include project design by a licensed consultant and registered engineer. The job will be managed throughout by a licensed project manager and air monitoring technician for compliance with the state and federal regulations governing asbestos. The cost for our services will be billed in accordance with the following rates:

Licensed Consultant/Project Design Specifications/ Final Compliance Report.....	\$ 720.00
Licensed Project Manager/AMT .....	\$ 4,200.00
PCM Air Sample Analysis (Baseline, Ambient, Personal, & Clearance Samples).....	included
Total Professional Fees.....	\$ 4,920.00

Budget cost estimate for the pre-demo abatement of the structure are as follows:

Licensed Abatement Contractor <b>(ESTIMATED)</b> .....	\$15,000.00
Project Management/Consulting and Laboratory Fees.....	\$ 4,920.00
Texas Department of State Health Fees .....	\$ 680.00
Estimated Project Total .....	\$20,600.00

Once given notice to proceed, we can prepare the project design and contact qualified abatement contractors to request bids on your behalf.

Brady Environmental Services is a fully licensed consulting agency and is fully insured for professional liability. If you should have any questions regarding this proposal, please call my office at 903-882-6865. If you wish to accept this proposal, please sign the following acceptance statement and return a copy to our office and we will schedule the project at your convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Mark Swinnea", written over a horizontal line.

J. Mark Swinnea, P.E.  
Consulting Services Division

BRADY ENVIRONMENTAL SERVICES, INC.  
ACCEPTANCE FORM

Please acknowledge acceptance of this proposal for consulting services during the asbestos abatement at 1404 West Panola Street in Carthage, Texas by signing and returning to our office. By your signature, \_\_\_\_\_, serving as the owner and/or operator of the project and is hereby authorizing Brady Environmental Services, Inc. to complete and file the 10-Day TDSHS notification form.

\_\_\_\_\_ The fee for the state notification will be approximately \$680.00.  
Initial

\_\_\_\_\_ **This fee will be billed directly to the owner on record by the Texas**  
Initial **Department of State Health Services and is NOT included with our proposal**  
**nor the contractor's bid.**

By your signature below, you agree to the terms of payment as follows:

\_\_\_\_\_ ***\*Full payment is due upon receipt of invoice and final report.***  
Initial

***This proposal is valid for thirty (30) days from date hereon.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Purchase Order # (if required)

Bill To: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

# **Exhibit "D"**

Panola College RFP Sale of Real Property

Earnest Money Contract



## **EARNEST MONEY CONTRACT**

THIS IS A CONTRACT whereby Panola County Junior College District, herein called "Seller" agrees to sell to \_\_\_\_\_, herein called "Buyer", who agrees to purchase, upon the terms and provisions hereof, the following described real property, in its present condition, situated in the City of Carthage, Panola County, Texas, to-wit: the property generally known as 1404 West Panola, Carthage, Texas 75633 and more fully described as:

Being a lot, tract or parcel of land situated in the A. Moorman Survey, Abstract A-427, Panola County, Texas, said tract being all of a tract of land conveyed to Dewey E. Arnold by deed recorded in Volume 505, Page 12, of the Deed Records of Panola County, Texas, and part of a tract of land described by deed recorded in Volume 503, Page 344, of the Deed Records of Panola County, Texas; said tract being more particularly described as follows:

BEGINNING at a ½ inch iron rod found at the Southeast corner of a tract of land conveyed to Panola College by deed recorded in Volume 1029, Page 31, said point also being the Northeast corner of said Volume 505, Page 12, and being on the Westerly line of the tract of land conveyed to Hollis Drew Pitts by deed recorded in Volume 764, Page 196, of the Deed Records of Panola County, Texas; THENSE South 10° 02' 57" West, along the Easterly line of said Arnold tract and the Westerly line of said Pitts tract a distance of 214.09 feet to a ½ inch iron rod set on the North line of the West Panola U. S. Highway 79 (variable width right-of-way);

THENSE North 79° 59' 29" West, along said North line of West Panola U. S. Highway 79 a distance of 154.90 feet to a ½ iron rod set, said point being the Southeast corner of a tract of land conveyed to Don R. Rinkle, et ux, by deed recorded in Volume 963, Page 372, of the Deed Records of Panola County, Texas:

THENSE North 09° 45' 24" East, along the Easterly line of said Rinkle tract and the Westerly line of said Arnold tract a distance of 217.29 feet to a ½ inch iron rod set at the Northwest corner of said Arnold Tract, same being the Northeast corner of said Rinkle tract and on the Southerly line of said Panola College tract;

THENSE South 78° 48' 56" East, along the Northerly line of said Arnold tract, same being the Southerly line of said Panola College tract a distance of 156.04 feet to the Place of Beginning, and containing 0.769 acres, or 33,529 square feet of land.

**Purchase Price:** The total purchase price is \$\_\_\_\_\_, the "Purchase Price", payable as follows:

\$\_\_\_\_\_ cash, of which Buyer agrees to forthwith deposit with East Texas Title of Panola County, Ten percent (10.00%) of the Purchase Price as Earnest Money, to bind this sale, and the balance of the Purchase Price to be paid in cash at closing.

**Title Insurance:** At time of closing, Seller is to furnish Buyer an Owner's Policy of Title Insurance issued by a Title Company licensed to do business in Texas and tax certificates showing no delinquent taxes, (current taxes, insurance and rents, if any, to be prorated to date of closing), a Special Warranty Deed for surface estate only to be recorded at Buyer's expense, conveying good and marketable title subject only to the following exceptions and reservations:

- (1) Present restrictions, if any, existing against said property.

- (2) Existing Building and Zoning Ordinances.
- (3) Rights of Parties in Possession.
- (4) Any and all reservations, of oil, gas and minerals, exceptions, covenants, conditions and restrictions contained in the chain of title of said premises; including sales or reservations of oil, gas and minerals.
- (5) Any visible and apparent, or recorded easements and roadways for roads or utility lines over and across said premises.
- (6) This conveyance is subject to easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments that affect the Property, other than liens against and conveyances of the surface estate; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2021 and subsequent years, the payment of which Grantee assumes.
- (7) For Seller and Seller's successors and assigns forever, Seller reserves from this conveyance all of the oil, gas, and other minerals in, on, under, and that may be produced from the Property; provided however, Seller shall not extract any such oil, gas, or other minerals by open pit, strip mining, or other surface removal methods except as may be done from adjacent property.

**Closing:** If Owner's Policy of Title Insurance is to be furnished hereunder the same is to be delivered as and when the sale is closed, which shall be as early as forty-five (45) days, but no later than one hundred and fifty (150) days from date hereof. If attorneys for said Title Company discover objections to title necessary to issuance of a title policy insuring surface estate only, in which case sale may be closed when objections are removed, provided the objections are removed within a reasonable time, which in no event shall extend beyond one hundred and fifty (150) days from date hereof. It is agreed that by the delivery of Owner's Policy of Title Insurance (form prescribed by State Board of Insurance of the State of Texas) under the terms of this Contract, dated as of the date of closing and issued to Buyer in the amount of the total sales price, guaranteeing Buyer's title in surface estate only to be good and indefeasible subject only to the foregoing exceptions and reservations, and the following:

- (1) Restrictive covenants affecting the land described or referred to above;
- (2) Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements;
- (3) All taxes for the current and subsequent years;

All duties of the Seller as to the sufficiency of title required hereunder shall be deemed to be fully performed by Seller, however, Seller shall not thereby be released from the warranties of Seller's Special Warranty Deed conveying surface estate only.

**Time is of Essence:** Time is of the essence of this Contract.



**Specific Performance:** Upon failure of Buyer to comply herewith, Seller may at Seller's option enforce specific performance, or retain the earnest money as liquidated damages. If title is found objectionable by Title Company and is not cleared within the time herein provided, or upon failure of Seller to comply herewith for any other reason, Buyer may demand back the earnest money, thereby releasing Seller from this Contract, or Buyer may either enforce specific performance hereof or seek such other relief as may be provided by law.

**Examination of Title:** In accordance with the terms of the Real Estate License Act of Texas, you, as Buyer, are advised that you should have the abstract covering the herein described real estate examined by an attorney of your selection, or be furnished with or obtain a policy of title insurance.

**Third Party Loan and Closing Costs:** If Buyer, under the terms hereof, is to secure a loan from a third party, all expenses and conditions of securing and closing such loan shall be Buyer's obligation. Buyer will pay: one half of the escrow fee charged by the Title Company; the cost to obtain, deliver, and record all documents except those to be paid by Seller specifically provided for herein; and the costs of any endorsements or modifications of the title policy requested by Buyer. Seller will pay: the basic charge for the Title Policy; one half of the escrow fee charged by Title company; the costs to prepare the deed; and the costs to cure title objections discovered by Title Company required to insure title in surface estate only; and the costs to obtain certificates or reports of ad valorem taxes.

**Assignment:** This Earnest Money Contract is not assignable except upon written assignment executed by the parties hereto, pursuant to which Seller consents to the assignment.

**Escrow Agent.** It is understood and agreed that Escrow Agent is not a party to this agreement, that Escrow Agent can rely upon any communications received by either party to this contract and that Escrow Agent shall have no liability hereunder for any action taken except for Escrow Agent's gross negligence or willful misconduct.

**SELLER:**

**Panola College Junior College District**

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
DATE: \_\_\_\_\_

**BUYER:**

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
DATE: \_\_\_\_\_

# **Exhibit "E"**

Panola College RFP Sale of Real Property

Special Warranty Deed

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

**Special Warranty Deed**

**Date:** \_\_\_\_\_

**Grantor:** Panola County Junior College District

**Grantor's Mailing Address:**

Panola County Junior College District  
1109 West Panola  
Carthage, Texas 75633

**Grantee:**

**Grantee's Mailing Address:**

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed.

**Property (including any improvements):**

Being a lot, tract or parcel of land situated in the A. Moorman Survey, Abstract A-427, Panola County, Texas, said tract being all of a tract of land conveyed to Dewey E. Arnold by deed recorded in Volume 505, Page 12, of the Deed Records of Panola County, Texas, and part of a tract of land described by deed recorded in Volume 503, Page 344, of the Deed Records of Panola County, Texas; said tract being more particularly described as follows:

BEGINNING at a ½ inch iron rod found at the Southeast corner of a tract of land conveyed to Panola College by deed recorded in Volume 1029, Page 31, said point also being the Northeast corner of said Volume 505, Page 12, and being on the Westerly line of the tract of land conveyed to Hollis Drew Pitts by deed recorded in Volume 764, Page 196, of the Deed Records of Panola County, Texas;

THENSE South 10° 02' 57" West, along the Easterly line of said Arnold tract and the Westerly line of said Pitts tract a distance of 214.09 feet to a ½ inch iron rod set on the North line of the West Panola U. S. Highway 79 (variable width right-of-way);

THENSE North 79° 59' 29" West, along said North line of West Panola U. S. Highway 79 a distance of 154.90 feet to a ½ iron rod set, said point being the Southeast corner of a tract of land conveyed to Don R. Rinkle, et ux, by deed recorded in Volume 963, Page 372, of the Deed Records of Panola County, Texas:

THENSE North 09° 45' 24" East, along the Easterly line of said Rinkle tract and the Westerly line of said Arnold tract a distance of 217.29 feet to a ½ inch iron rod set at the Northwest corner of said Arnold Tract, same being the Northeast corner of said Rinkle tract and on the Southerly line of said Panola College tract;

THENSE South 78° 48' 56" East, along the Northerly line of said Arnold tract, same being the Southerly line of said Panola College tract a distance of 156.04 feet to the Place of Beginning, and containing 0.769 acres, or 33,529 square feet of land.

#### **Reservations from Conveyance:**

Grantor saves and excepts from this conveyance, and reserves and retains for Grantor, its heirs, executors, successors and assigns forever, all oil, gas and other minerals in and to the property which is the subject matter of this conveyance. Grantor further excepts from this conveyance all grants, reservations, or any other conveyances or severances of oil, gas and other minerals in and to the property by any predecessors in title. This conveyance and the property conveyed is subject to all oil, gas and mineral leases, unitization or pooling declarations or agreements, together with the right of ingress and egress, mining, drilling and all privileges appurtenant thereto.

#### **Exceptions to Conveyance and Warranty:**

This conveyance is subject to all easements, rights-of-way, restrictions or covenants filed of record or apparent on the ground burdening the above described property with all privileges appurtenant thereto.

#### **Conveyance:**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof: except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

**GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR**

**EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE WARRANTY OF TITLE  
STATED IN THIS DEED.**

**Panola County Junior College District**

\_\_\_\_\_

STATE OF TEXAS                    )

COUNTY OF TEXAS                )

      This instrument was acknowledged before me on \_\_\_\_\_, by  
\_\_\_\_\_, on behalf of said Panola County Junior College District.

\_\_\_\_\_  
Notary