

**CITY OF CRESSON, TEXAS
NOTICE OF SEALED BID FOR SALE OF REAL PROPERTY**

DOCUMENTS ARE DUE TO THE CITY SECRETARY PRIOR TO:
10:00 A.M., Friday, September 24, 2021

NO LATE BIDS WILL BE ACCEPTED

Bid documents may be obtained in person at the City of Cresson City Hall
or online at <https://www.cressontx.org>

DOCUMENTS MAY BE DELIVERED OR MAILED TO:

Hand Delivery:

City of Cresson
Katy Froyd, City Secretary
8901 Highway 377
Cresson, Texas 76035

Mail Delivery:

City of Cresson
Katy Froyd, City Secretary
P.O. Box 619
Cresson, Texas 76035

FOR ADDITIONAL INFORMATION CONCERNING THIS BID;
PLEASE CONTACT KATY FROYD AT (817) 396-4729

PUBLIC NOTICE
REQUEST FOR SEALED BIDS
TO PURCHASE REAL PROPERTY

The City of Cresson (the "City") is accepting sealed bids for the Purchase of City-owned real property described below (the "Property"). Bids must be for entire tract of the real property described below and not just for a portion thereof. No late, emailed or faxed bids will be accepted. **The receipt of responses does not require the City to accept any bid, enter into a contract, or to complete a sale. Any and all bids may be rejected.** Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid.

The City will receive responses to this Sealed Bid at the Cresson City Hall to the attention of Katy Froyd, City Secretary, at the Hand Deliver address of 8901 Highway 377, Cresson, Texas 76035 or the Mail Delivery address of P.O. Box 619, Cresson, Texas 76035. The bid documents may be obtained in person at the Cresson City Hall or online at <https://www.cressontx.org>. **Bid documents are due to the City Secretary no later than 10:00 A.M. on September 24, 2021.** Use of the U.S. Postal Service, private delivery companies, or courier services is undertaken at the sole risk of the bidder. It is the bidder's sole responsibility to ensure that the bid is in the possession of the issuing office by the deadline. The City will date and time-stamp each bid upon submission, and a receipt will be provided to the respective bidder. **The winning bidder if any will be voted on by the City Council in the Council Chambers of City Hall, 8901 Highway 377, Cresson, Texas 76035 on September 28, 2021 at 7:00 p.m.** However, only names of bidders will be read aloud to avoid public disclosure of contents.

Legal Description:

BEING A 2.127 ACRE PORTION OF LOT 14, BLOCK 1, BLUEBONNET HILLS, SECTION I, AN ADDITION TO JOHNSON AND PARKER COUNTY, TEXAS, (P.R.P.C.T.), CONVEYED TO BLUEBONNETT HILL WATER COMPANY, AS DESCRIBED IN A DEED, RECORDED IN VOLUME 1470, PAGE 1915, DEED RECORDS, PARKER COUNTY, TEXAS (D.R.P.C.T.), AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.

Conditions of the Sale:

- The Property is being sold "as is, where is, with all faults" and the deed without warranty conveying title to the Property shall contain a statement to such affect.
- Closing on the Property must occur within 75 days of a bid offer being accepted.
- The City may accept back-up contracts on the Property that allow for a closing date that is after the closing date of the accepted contract.
- Bidder/Purchaser is responsible for obtaining any title history information understanding this transaction will not involve title insurance.

- The City has no environmental information regarding the Property and makes no representations regarding the condition of the Property or its fitness for any particular purpose.
- The closing will occur at Stonewall Title Company with all closing and escrow costs being paid by Bidder/Purchaser.
- For construction, remodeling or updating of the building on the Property, if any, purchaser agrees to comply with all City zoning, building and permitting regulations. Such construction may not encroach upon platted easements on the subject Property.

Earnest Money Contract: The successful Bidder shall enter into an Earnest Money Contract on terms acceptable to the City, including earnest money in the amount of \$1,000.00, within seventy-two (72) hours after the City Council accepts the bid at a meeting.

Minimum Bid Amount: Bids must be for the entire tract of the Property to be sold (tract will not be divided). Selection will be made on the bid that is determined to be the best value for the City. In the event the selected bidder should default or fail to purchase the Property as required in the earnest money contract or sale agreement, the City would contact the bidder who offered the next best value to similarly enter into an earnest money contract or sale agreement based on the backup bidder's proposed bid price. The City is not required to accept any bid or to complete the sale of the Property. The City reserves the right to reject any or all bids. Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid. The City reserves the right to reject a bid if it is found that collusion exists among bidders. In addition, if a bidder submits two (2) or more bids on the same Property, the City will automatically reject the lower bid(s).

Certification of Financial Ability to Pay Purchase Price: Certification of financial ability to pay the offered purchase price is required on the bid form.

Inspection of Property: Bidder/Purchaser and its agents or employees shall have the right to inspect the Property during regular business hours (8 a.m. to 5 p.m.) and upon reasonable notice and conduct such inspections, tests, and studies as they may deem necessary. Bidder/Purchaser must contact City Hall at (817) 396-4729 to schedule an appointment.

Bidder/Purchaser may enter the Property to conduct its inspection but shall be solely responsible for any damages cause thereby. Bidder/Purchaser shall repair any damage to the Property it causes or that is caused by its agents or invitees and shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts or omissions of Bidder/Purchaser and/or Bidder's/Purchaser's authorized agents, representatives or employees as a result of any inspection of the Property by such parties.

Brokers or Real Estate Agents Fee: The City is not represented by a broker or real estate agent and no seller's fee will be paid to a broker or real estate agent. If the Bid Form designates a broker or real estate agent representing the Purchaser, the fee shall be paid at closing by Purchaser to Purchaser's Broker or Real Estate Agent representing the successful Purchaser.

Contact: Please submit written questions regarding this sealed bid to:

Katy Froyd at (817) 396-4729

NO LOBBYING OF CITY EMPLOYEES, CITY OFFICIALS, OR CITY COUNCIL MEMBERS WILL BE PERMITTED OR TOLERATED, THE CITY WILL NOT PROVIDE INFORMATION ABOUT ITS DETERMINATION OR ANY BIDS RECEIVED UNTIL AFTER THE AWARD OF THE CONTRACT.

Information Provided by City: Information included in or provided with this request for sealed bids is provided solely for the convenience of the bidders. WHILE THIS INFORMATION IS BELIEVED TO BE ACCURATE, NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY THE CITY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN OR PROVIDED WITH THIS REQUEST FOR SEALED BIDS. Bidders are solely responsible for conducting such independent due diligence investigations as may be necessary for the preparation of bids. The City and its employees, consultants, agents, and advisors are not and will not be responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this bidding process.

Costs and Expenses of Bidders: The City accepts no liability under any circumstances for any costs or expenses incurred by bidders in making a bid, visiting and evaluating the properties, attending any meetings or interviews, participating in negotiations of the agreement, or in acquiring information, clarifying or responding to any condition, request, or standard contained in this request for sealed bids. Each bidder who participates in this bidding process does so at its own expense and risk and agrees that the City shall not reimburse any costs incurred during this process, whether or not any award results from the solicitation.

INDEMNIFICATION: BIDDER DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF BIDDER, HIS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON, OR FOR ANY CLAIM, LOSS DAMAGE, SUITS, DEMAND OR CAUSE OF ACTION RELATING TO THE BID, AWARD, NEGOTIATION, OR SELECTION OF BIDDER ARISING OUT OF OR IN CONNECTION WITH THIS REQUEST FOR SEALED BIDS, AND BIDDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

BIDDER DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION, AND LIABILITY OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON, OR FOR ANY CLAIM, LOSS, DAMAGE, SUIT, DEMAND OR CAUSE OF ACTION RELATING TO THE BID, AWARD, NEGOTIATION, OR SELECTION OF BIDDER ARISING OUT OF OR IN CONNECTION WITH THIS REQUEST FOR SEALED BIDS, AND BIDDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS. SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE BIDDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF BIDDER, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOLE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE OR FOR BIDDER OR ANY SUBCONTRACTOR UNDER WORKMAN'S COMPENSATION OR OTHER EMPLOYEE BENEFITS ACT. BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR SEALED BIDS, BIDDER AGREES THAT IT SHALL BE BOUND BY THE INDEMNIFICATION AND REMEDY PROVISIONS OF THIS REQUEST FOR SEALED BIDS. IF ANY LIABILITY CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE OUT OF THIS REQUEST FOR SEALED BIDS, THE CITY MAY SEEK PAYMENT OF ANY EXPENSES INCURRED IN DEFENSE, SETTLEMENT, OR PAYMENT OF ANY JUDGMENTS, COSTS, FEES, CHARGES, EXPENSES, OR ANY EXPENDITURE NECESSARY DUE TO THE LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION THAT ARISE OUT OF THIS REQUEST FOR SEALED BIDS FROM THE BID SECURITY PROVIDED BY BIDDER PURSUANT TO THIS REQUEST FOR SEALED BIDS.

Withdrawing of Bid: Bids may be withdrawn any time prior to 10:00 A.M. September 24, 2021; a request for the non-consideration of bids must be made in writing to the City Secretary and

received prior to the aforementioned time. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Assignment: The successful bidder may not assign its rights and duties in the event it is selected for award of sale without the written consent of the Mayor. Such consent shall not relieve the assignor of liability in the event of default by his/her assignee.

Governing Law and Venue: The construction and validity of the contract shall be governed by the laws of the State of Texas. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Hood County, Texas.

Sovereign Immunity: Nothing in this request for sealed bids is intended to or shall have the effect of waiving any privileges or immunities afforded the City under Texas Law, including but not limited to, sovereign immunity or official immunity and it is expressly agreed that the City reserves such privileges.

Bidder's Representation:

By submitting its bid, Bidder represents that:

- a. Bidder has read and understands this solicitation;
- b. Bidder's bid is made in accordance with this solicitation;
- c. Bidder's bid is based upon the information set forth in this solicitation; and
- d. Bidder accepts the terms and conditions stated in this request for sealed bids.

**CITY OF CRESSON, TEXAS
BID FORM**

Purchase of Real Property

| Description | Amount of Bid |
|--|-----------------|
| <p>BEING A 2.127 ACRE PORTION OF LOT 14, BLOCK 1, BLUEBONNET HILLS, SECTION I, AN ADDITION TO JOHNSON AND PARKER COUNTY, TEXAS, (P.R.P.C.T.), CONVEYED TO BLUEBONNETT HILL WATER COMPANY, AS DESCRIBED IN A DEED, RECORDED IN VOLUME 1470, PAGE 1915, DEED RECORDS, PARKER COUNTY, TEXAS (D.R.P.C.T.), AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.</p> | <p>\$ _____</p> |

Check One:

_____ Bidder is not represented by a broker or real estate agent

_____ Bidder is represented by the following broker or real estate agent:

Name: _____

Address: _____

License No. _____

Certifications:

Initial: _____ The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to purchase the property at the price offered, and upon conditions in the specifications of the invitation for Bid. Further, Bidder certifies that it has the Cash or Pre-approved credit to pay the purchase price offered.

Initial: _____ I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person/persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past 6 months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person/persons to bid or not bid thereon.

Initial: _____ The receipt of responses does not require the City to accept any bid, enter into any contract or to complete a sale or exchange. Any and all bids may be rejected.

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail Address: _____

By: _____

Title: _____ Federal ID# _____

Signature: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and ACKNOWLEDGED to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

SEE SURVEY ATTACHED.

SURVEYOR'S NOTES:

1. ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83 (CONS 98).
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COPY OF A COMMITMENT FOR TITLE INSURANCE.
3. THE SURVEY PERFORMED ON THE GROUND OF THE SUBJECT PROPERTY AND THE PREPARATION OF THIS SURVEY IS LIMITED TO THE SURVEY EXHIBIT. THIS SURVEY EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE DISCREPANCIES ON OTHER MATTERS THAT COULD EXIST AND ARE NOT SHOWN.

THIS SURVEY EXHIBIT WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER THE SUPERVISION OF SHELBY J. HOFFMAN, R.P.L.S. NO. 6084, ON DECEMBER 12, 2017.

PROPERTY ADDRESS:
101 N SKYLINE CT,
GRESSION, TEXAS

PROPERTY DESCRIPTION:
BEING A 2127 ACRES PORTION OF LOT 14, BLOCK 1, BLUEBONNET HILLS ADDITION TO JOHNSON AND PARKER COUNTY, TEXAS, RECORDED IN VOLUME 364, PAGE 49, PLAT RECORDS, PARKER COUNTY, TEXAS (P.A.C.T.), CONVERTED TO BLUEBONNET HILLS WATER COMPANY, AS DESCRIBED IN A DEED, RECORDED IN VOLUME 1478, PAGE 1914, DEED RECORDS, PARKER COUNTY, TEXAS (D.P.E.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT AN IRON ROD FOUND, AT THE NORTHWEST CORNER OF SAID BLUEBONNET TRACT, AT THE SOUTHWEST CORNER OF LOT 15, OF SAID BLOCK 1;

THENCE, WITH THE COMMON LINE BETWEEN SAID BLUEBONNET TRACT, AND WITH SAID LOT 15, N 89°18'00" E, A DISTANCE OF 365.06 FEET, TO A NAIL SET, FOR THE NORTHEAST CORNER OF SAID BLUEBONNET TRACT, IN N. SKYLINE CT., A 60' ROADWAY EASEMENT;

THENCE, WITH N. SKYLINE CT., S 08°53'53" W, A DISTANCE OF 405.77 FEET, TO A NAIL SET, FOR THE SOUTHEAST CORNER OF SAID BLUEBONNET TRACT, IN SKYLINE DR., A 60' ROADWAY EASEMENT;

THENCE, WITH SAID SKYLINE DR., S 87°27'06" W, A DISTANCE OF 96.30 FEET, TO A NAIL SET, FOR THE SOUTHWEST CORNER OF SAID BLUEBONNET TRACT, SAID BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DONNA CONRAD, AS DESCRIBED IN A DEED, RECORDED IN VOLUME 2912, PAGE 1944, D.P.E.C.T.;

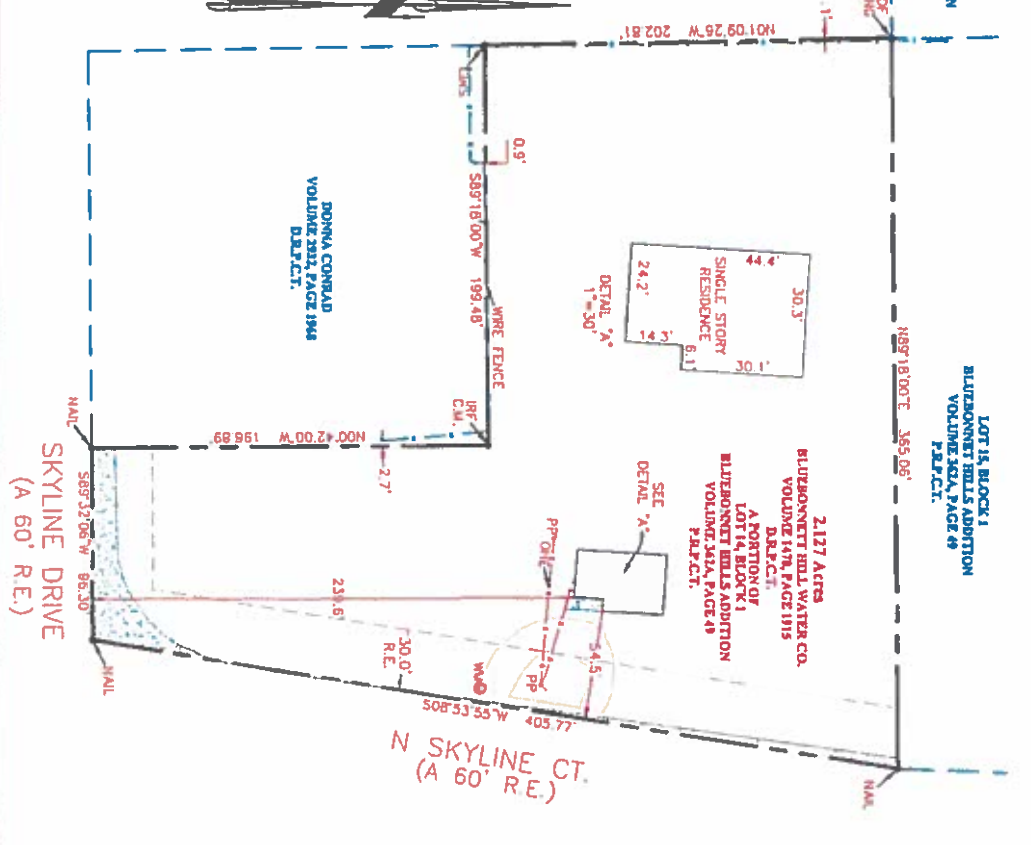
THENCE, WITH THE COMMON LINE BETWEEN SAID BLUEBONNET TRACT, AND WITH SAID CONRAD TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. N 07°42'00" W, A DISTANCE OF 196.89 FEET, TO AN IRON ROD FOUND, AT THE NORTHEAST CORNER OF SAID CONRAD TRACT;

2. S 87°18'00" W, A DISTANCE OF 199.48 FEET, TO CAPPED IRON ROD SET, STAMPED "GSI SURVEYING," FOR THE NORTHEAST-SOUTHWEST CORNER OF SAID BLUEBONNET TRACT;

THENCE, WITH THE COMMON LINE BETWEEN SAID BLUEBONNET TRACT, AND WITH LOT 13, OF SAID BLOCK 1, N 01°09'45" W, A DISTANCE OF 202.81 FEET, TO THE POINT OF BEGINNING AND CONTAINING 2127 ACRES OF LAND AS SURVEYED ON THE GROUND UNDER THE SUPERVISION OF SHELBY J. HOFFMAN, R.P.L.S. NO. 6084, ON DECEMBER 12, 2017.

SURVEY EXHIBIT SHOWING
A 2.127 ACRE PORTION OF LOT 14,
BLOCK 1, BLUEBONNET HILLS, A
SUBDIVISION IN PARKER
COUNTY, ACCORDING TO PLAT
OF RECORDED IN VOLUME 362A,
PAGE 49, PLAT RECORDS, PARKER
COUNTY, TEXAS



- LEGEND**
- IRF IRON ROD FOUND
 - CRS CAPPED IRON ROD SET
 - C.M. STAMPED "GSI SURVEYING" CONTROLLING MONUMENT
 - OHE OVERHEAD ELECTRIC
 - PP POWER POLE
 - WM WATER METER
 - R.E. ROADWAY EASEMENT

REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6084

GEOMATIC SOLUTIONS, INC.
3000 B. BUILDING, SUITE 134-136, FORT WORTH, TEXAS
OFFICE: 817-477-4916
TYPED FROM NO. 10184480 SHELBY@GSI-SURVEY.COM

Scale: 1" = 60'
Date: 12/18/17
DWG: 2017721-SURVEY-001
Drawn: OF
Checked: SJH
Job: 2017-721

