

**\$5.00**

# **CITY OF SAN ANGELO REQUEST FOR BIDS**

**RFB No. RE-02-16**

**Real Estate  
Sale of 2013 Hudson Street (includes Residential Structure),  
San Angelo, Texas**

**BID DOCUMENTS**



**City of San Angelo  
72 W. College Ave.  
San Angelo, Texas 76903**

**SUBMITTAL DEADLINE**

**November 17, 2015, 2:00 P.M. Local Time**

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## 1. INTRODUCTION

### 1.1. General

The City of San Angelo Development Corporation ("COSADC") is requesting bids for the sale of the SURFACE ESTATE ONLY IN AND TO Lot Two C (2C), First Replat in Lot Two (2), Block Two (2), Home Acres Addition, City of San Angelo, Tom Green County, Texas, according to the map or plat recorded in Cabinet G, Slide 154, Plat Records of Tom Green County, Texas, commonly known as 2013 Hudson Street.

### 1.2. Disqualification

The Respondent may be disqualified for any of the following reasons:

- The Respondent is involved in any litigation against the City of San Angelo Development Corporation;
- The Respondent is in arrears on any existing contract or has defaulted on a previous contract with the City of San Angelo Development Corporation;
- The Respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

### 1.3. Bid Documents

### 1.4. Digital Format

If Respondents obtained the bid specifications in digital format in order to prepare a proposal, ***the bid must be submitted in hard copy*** according to the instructions contained in this bid package. If, in its bid response, Respondents makes any changes whatsoever to the published bid specifications, the bid specification ***as published*** shall control. Furthermore, if an alteration of any kind to the bid specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

### 1.5. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held **November 3, 2015 from 3PM to 5PM Local Time**, at 2013 Hudson Street, San Angelo, Texas. Representatives of the City will discuss bid conditions and answer questions regarding the property. Attendees are highly encouraged to obtain all documents, specifications, etc in advance of the conference for review/question formulation.

### 1.6. Required Response

The City requires a response to any RFB's mailed to potential Respondents. Should a company receive an RFB, but choose not to bid on the project, then in order to remain on the City of San Angelo's Potential Respondents List you must submit a "No Bid".

### 1.7. No Bid Instructions

If the response to a bid is a "No Bid", please complete the NO BID REPLY form, located in the Bid Forms section, and return the form to the City either by mail or by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us) in order to remain in our vendor database.

### 1.8. Interpretations

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to the City via [SAPurch@cosatx.us](mailto:SAPurch@cosatx.us) in writing. Replies will be issued by Addenda and posted on the City's website. Questions must be received no later than five (5) business days prior to the submission due date. Those received less than five (5) days prior to due date will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

### 1.9. Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Department will issue an addendum addressing the nature of the change. Respondents must **sign the Addendum Acknowledgement and include it in the returned bid package**. Addenda will be posted on the City's website and it is the bidder's responsibility for contacting the City or checking the City's website to determine if any addendums have been issued prior to submitting a bid. No allowances will be made failing to consider issued addendums.

**1.10. Confidentiality**

All bids submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

**1.11. Bid Term**

All bids must remain firm for 90 days following the submission deadline.

**1.12. Award of Contract**

COSADC and the City reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in the RFB process.

**1.13. Acceptance of Proposal Content**

Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by COSADC or the City upon which the proposal will rely. If the Respondent receives an award, failure to have made such investigation and examinations will in no way relieve the Respondent from his obligation to comply in every detail with all provisions and requirements.

**1.14. Copies Of Bid Tabulation Results**

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: Purchasing Department, City of San Angelo, 72 W. College Ave., San Angelo, Texas 76903 or by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us). Please include the bid number and bid title on all correspondence.



**CITY OF SAN ANGELO**  
**PURCHASING DEPARTMENT**  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219 or 657-4220

## **2. DEADLINE AND DELIVERY LOCATION**

### **2.1. Deadline**

Sealed Request for Bids (RFB) submittals must be received and time stamped **November 17, 2015, 2PM Local Time**. It is the bidders responsibility to ensure their bid arrives by the deadline no matter the delivery method utilized. Bids arriving after the deadline will not be considered. The clock located in Purchasing will be the official time

### **2.2. Copies**

Submit **two (2) unbound originals** (binder clips are acceptable), **one (1) bound complete copy** of your bid (Staples and binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required Bid forms.

### **2.3. Sealed Envelope Formatting**

- Bottom left hand corner of the Sealed Bid Envelope, enter: "RFB: RE-02-16/2013 Hudson Street"
- Top left hand corner of the Sealed Bid Envelope, enter your name or company name

### **2.4. Delivery Envelope Formatting**

Mark delivery envelope: "Sealed Bid Enclosed"

### **2.5. Delivery Addresses**

**USPS:**  
City of San Angelo  
Purchasing Department  
RFB: RE-02-16  
72 West College Avenue  
San Angelo, Texas 76903

**Delivery Services:**  
City of San Angelo  
Purchasing Department  
RFB: RE-02-16  
72 West College Avenue, Suite 330  
San Angelo, Texas 76903

**Faxed or electronically transmitted bids will not be accepted**

### **2.6. Points Of Contact**

**Julia Antilley, Division Manager**  
Purchasing Division  
City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903  
SAPurch@cosatx.us  
(325) 657-4220

**Cindy Preas, Division Manager**  
Real Estate Division  
City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903

***It is the sole responsibility of the Respondent to ensure that the sealed RFB submittal arrives at the above location by the specified deadline regardless of method chosen for delivery.***



### 3. INSTRUCTIONS TO BIDDERS

#### 3.1. Proposal/Bid Interpretation

Any explanation desired by a Respondent regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing to the **Purchasing Division, City of San Angelo, 72 West College Avenue, San Angelo, TX 76903** or by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us) no later than five (5) business days prior to the submission due date to allow sufficient time for response. The bid invitation number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

#### 3.2. Specifications

Respondents are expected to examine all specifications herein and are responsible for the inspection of the property and should satisfy themselves of exact location of the property. It is the Respondent's responsibility for inspections, zoning, environmental assessments, engineering studies, mechanical inspections, pest control, etc. Such inspections will be at the expense of the Respondent. The Respondent will be responsible for being familiar with the property location and zoning. FAILURE to do so will be at the Bidder's risk.

#### 3.3. Sale "As Is"

Property will be sold "as is", subject to **ALL** easements, blanket easements, rights-of-ways, covenants, conditions, zoning, restrictions, water rights, and all other restrictions or conditions, including physical conditions, whether recorded or not.

#### 3.4. Access to Property

The Respondent will be responsible for access to the Property to include construction of roadways.

#### 3.5. Bid Security/Earnest Money

**All bids** shall include a bid security in the amount of **\$1,000.00**, which will be applied toward the purchase price. Only Money Orders and Certified Checks are accepted; and are to be made out to the **City of San Angelo**. The Bid securities will be deposited within 24-hours of Bid Submission and a new check from the City will be issued to unsuccessful Bidders within thirty (30) business days of the City Council award of bid.

#### 3.6. Default in Purchase

If Respondent is awarded the bid and fails to purchase the property, Bidder agrees to forfeit the security amount in addition to any amount required by the Sales Contract to the City of San Angelo Development Corporation.

#### 3.7. Commissions

Should a Respondent solicit representation from a Real Estate Licensee (Agent), the Respondent will be responsible for payment of commissions.

#### 3.8. Execution of Lease Agreement

Within ten (10) business days of awarding the bid by the COSADC Board and the City Council, Bidder will execute a Sales Contract in substantially form which attached hereto. Failure to do so will result in forfeiture of the Bid Security.

#### 3.9. Corrections, Additions, Or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of a written amendment or addendum.

#### 3.10. Authorized Signature

Bids must show Respondent's name, address, and be manually signed. The person signing the bid must have authority to execute contract. Any erasures or other changes must be initialed by the person signing the offer. If Respondent is married, the spouse must also sign the bid, unless the property will be leased with separate property funds.

#### 3.11. Modification Or Withdrawal Of Bids

Bid pricing **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Department. A bid may also be withdrawn in person by a Respondent or his authorized agent, provided his identity is made known and he signs a receipt for



the bid. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Department.

**3.12. Contingency**

No Contingency Contracts will be accepted.

**3.13. Delivery Date**

Delivery of property shall occur as recognized in the Sales Contract and subject to approval by COSADC Board and City Council.

**3.14. Reservations**

COSADC and the City expressly reserves the right to accept, reject, or cancel all bids AND:

- Waive any defect, irregularity, or informality in any bid or bidding procedure.
- Extend the bid closing time and date.
- Reissue a bid invitation or proposal.
- Consider and accept an alternate bid as provided herein when most advantageous to COSADC and the City.
- Extend any contract when most advantageous to COSADC.

**3.15. Submission Of Bids**

Sealed bids are to be returned by the closing time and date stated in the Deadlines and Delivery Location Section, page 3. Faxed or emailed bids will not be accepted.

**3.16. Closing Time & Date**

All bids must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time.

**3.17. Late Bids**

Bids received after the advertised closing time and date regardless of the mode of delivery, will be refused and returned unopened.

**3.18. Acceptance**

Acceptance of Respondent's offer will be notified by telephone and/or mail after final approval and acceptance of its offer by the San Angelo City Council.



#### **4. TERMS AND CONDITIONS**

##### **4.1. Title**

Tile shall not pass to Buyer until COSADC's Special Warranty Deed is fully executed and sales price is paid to COSADC in full.

##### **4.2. Title Policy**

COSADC will provide a Texas Owner's Title Policy at COSADC's expense.

##### **4.3. Utilities**

COSADC makes no representation as to the availability of utilities or costs associated with utilities. It is the Buyer's responsibility to determine availability and cost of utilities.

##### **4.4. Invoices & Payments**

This sale is a cash sale, closed at a local title company. COSADC will not carry a note on this property.

##### **4.5. Gratuities**

COSADC may, by written notice to the Buyer, cancel this contract without liability to Respondent if it is determined by COSADC that gratuities were offered from an agent or representative of the Buyer to any officer or employee of COSADC or the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by COSADC, remedies to recover or withhold the amount of the cost shall be incurred by Buyer in providing such gratuities.

##### **4.6. Warranty-Price**

The Buyer warrants that no person or purchasing agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Buyer for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

##### **4.7. No Warranty By City Against Infringements**

COSADC does not make any Warranties or Guaranties, expressed or otherwise, except as provided for in the Sales Contract.

##### **4.8. Right of Inspection**

Respondent shall have the right to inspect the property before bidding on it.

##### **4.9. Cancellation**

Any cancellation Sales Contract shall be in accordance with the terms herein and the Sales Contract.

##### **4.10. Assignment-Delegation**

No right or interest in the Sales Contract shall be assigned nor shall any delegation of any obligation made by Buyer be valid without the written permission of the City. Any attempted assignment or delegation by Buyer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

##### **4.11. Waiver**

No claim or right arising out of a breach of Sales Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

##### **4.12. Modifications**

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**4.13. Applicable Law**

This agreement shall be governed by the all applicable laws.

**4.14. Legal Venue**

Venue shall be in Tom Green County, Texas.

**4.15. Advertising**

Buyer shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

**4.16. Conflict of Interest**

Buyer agrees to comply with the conflict of interest provisions of the Texas State Law and the City of San Angelo Charter and Code of Ordinances. Buyer agrees to maintain current, updated disclosure of information on file with the Purchasing Department throughout the term of the Sales Contract, as applicable.

**4.17. Award Criteria**

The property will be awarded to the Respondent who submits the highest qualified bid. Final approval and acceptance rests with the City of San Angelo Development Corporation Board and the San Angelo City Council.



City of San Angelo  
Purchasing Department  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219 or 657-422

## 5. SAMPLE REAL ESTATE SALES CONTRACT

This Contract to buy and sell real property (Contract) is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as Parties to this Contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. for this Contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

**Seller(s):** CITY OF SAN ANGELO DEVELOPMENT CORPORATION

Address: 69 North Chadbourne St., San Angelo, Tom Green County, Texas 76903

Phone: (325) \_\_\_\_ - \_\_\_\_ Fax: (325) \_\_\_\_ - \_\_\_\_

Type of entity: a Texas nonprofit economic development corporation organized pursuant to the Texas Development Corporation Act

**Buyer:** \_\_\_\_\_

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

Phone: (325) \_\_\_\_ - \_\_\_\_ Fax: (325) \_\_\_\_ - \_\_\_\_

**Buyer's Attorney:** \_\_\_\_\_

**Property:** THE SURFACE ESTATE ONLY IN AND TO: Lot Two C (2C), First Replat in Lot Two (2), Block Two (2), HOME ACRES ADDITION, City of San Angelo, Tom Green county, Texas, according to the map or plat recorded in Cabinet G, slide 154, Plat Records of Tom Green County, Texas, commonly known as 2013 Hudson Street, San Angelo, Tom Green County, Texas 76903 (referred to in this Contract as the "Property"), together with all and singular the rights and appurtenances pertaining to the property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below,

**Title Company:** \_\_\_\_\_

Address: \_\_\_\_\_, San Angelo, Texas 76903

Phone: (325) \_\_\_\_ Fax: (325) \_\_\_\_

**Purchase Price:** \$ \_\_\_\_\_

Cash portion: \$ \_\_\_\_\_

**EARNEST MONEY: \$ 1,000**

**Surveyor:**

**Survey Category:**

**County for Performance:** Tom Green County, Texas

**A. Deadlines For Performance and Other Dates**

All deadlines for performance required in this Contract expire at 5:00 p.m. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence for performance of the terms of this Contract.

1. Earnest Money Deadline: Three (3) days after execution by Seller
2. Delivery of Title Commitment and copies of restrictive covenants and all recorded documents referred to in Title Commitment: Thirty-five (35) days after Effective Date
3. Delivery of Buyer's Survey (if applicable): Thirty-five (35) days after Effective Date
4. Delivery of Title Objections: Fourteen (14) days after delivery of Title Commitment, survey, and legible copies of instruments referenced in them.
5. Delivery of Sellers Cure Notice: Seven (7) days after delivery of Buyers Title Objections
6. Buyers notice of acceptance of Sellers Cure Notice or Notice of Termination of Contract: earlier of Seven (7) days after: (a) deadline for Seller to provide Cure Notice or (b) delivery of Seller's Cure Notice not agreeing to cure all the Title Objections
7. End of Inspection Period: \_\_\_\_\_, 20\_\_\_\_.
8. Closing Date: on or before ninety (90) days after the last party executes this Contract or at such time, date, and place as Seller and Buyer may agree upon

**B. Closing Documents**

1. At closing, Seller will deliver the following items:
  - a. Special Warranty Deed: (1) with reservation of all of the oil, gas, and other minerals in, on, under, and that may be produced from the Property, with the provision that Seller shall not extract any oil, gas, or other minerals by open pit strip mining, or other surface removal methods except as may be done from adjacent property; and (2) excepting from this conveyance all of the groundwater from said Property, and expressly reserving unto Grantor and Grantor's successors and assigns forever all of the water rights associated with the Property, including the exclusive right of drilling, producing, saving, storing, transporting, selling, leasing and owning groundwater from the Property.

- b. IRS Non-foreign person affidavit
  - c. Evidence of Seller's authority to close this transaction
- 2. At closing, Buyer will deliver the following items:
  - a. Balance of Purchase Price
  - b. Evidence of Buyer's authority to close this transaction

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

### **C. Exhibits**

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

**Exhibit C-1** — Description of the Land;  
**Exhibit C-2** — Representations  
**Exhibit C-3** — Notices, Statements, and Certificates  
**Exhibit C-4** — Seller's Records;

### **D. Purchase and Sale of Property**

Seller agrees to sell and convey the Property to Buyer subject to the terms and conditions herein and the reservations and exceptions to conveyance in the Special Warranty Deed, and Buyer agrees to purchase the Property for the Purchase Price and on the terms provided for herein.

### **E. Interest on Earnest Money**

Title Company shall not be required to invest the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

### **F. Survey**

Buyer, at Buyer's option and expense, may commission a survey of the Property if Buyer determines such is necessary or desirable. Buyer's notice to seller of objections to matters relating to the survey, if any, shall be made in the same manner and are due at the same time as Buyer's notice of title objections under Section A, "Deadlines for Performance and Other Dates."

### **G. Title and Survey**

1. *Review of Title.* Pursuant to the requirements of the Texas Real Estate License Act (Tex. Oc. Code Sec. 1101.555), Buyer is advised that Buyer should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title

Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Buyer and Title Company to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer and legible copies of the instruments referenced in the Title Commitment by the deadline stated in section A.2. Buyer shall deliver a copy of any survey commissioned by Buyer at the time of delivery of any title objections.

5. *Title Objections.* Buyer has until the deadline stated in Section A. ("Title Objection Deadline") to review the Title Commitment, Survey, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has seven (7) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within the earlier of seven (7) days after: (a) the deadline for the giving of Seller's Cure Notice or (b) delivery of Seller's Cure Notice not agreeing to cure all the Title Objections, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

## **H. Inspection Period**

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in **Exhibit C-4**, or otherwise make those records available for Buyer's review, by the deadline stated in part A..

2. *Entry Onto the Property.* Seller agrees that Buyer and Buyer's employees, agents, representatives, contractors, architects, engineers and consultants shall have the right and license to enter upon the Premises from the Effective Date of this Contract until the close of the Inspection Period (as such Inspection Period may be extended), for the sole purposes of: (a) conducting any tests, surveys, environmental studies, investigations or analyses as Buyer deems appropriate on the following conditions:

- a. In advance of entry upon the Premises, Buyer and Buyer's agents, representatives, contractors, architects, engineers or consultants, as applicable, must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are currently required by Seller, City of San Angelo Office of Risk Management,;
- b. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
- c. If the Property is physically altered because of Buyer's inspections, and

Buyer fails to close the purchase of the Property, Buyer must return the Property to its pre-inspection condition promptly after the termination of this Contract (This provision shall survive termination of this Contract and closing);

- d. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third parties, consultants or contractors within the earlier of three (3) days after their receipt or preparation. Contract (this provision shall survive termination of this Contract and closing);
- e. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Environmental Assessment.* Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property.

4. **INDEMNITY. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, FINES, CAUSES-OF-ACTION, DEFICIENCIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER LITIGATION EXPENSES) (COLLECTIVELY, "LOSSES") SUFFERED OR INCURRED BY SELLER SOLELY AS A RESULT OF THE ENTRY UPON THE PREMISES BY BUYER OR BUYER'S EMPLOYEES, AGENTS OR CONTRACTORS, AS PERMITTED BY SELLER PURSUANT TO THE PROVISIONS OF THIS AGREEMENT, EXCEPT THOSE LOSSES ARISING OUT OF THE ACTS OR OMISSIONS OF SELLER AND THOSE FOR THE REPAIR OR REMEDIATION OF EXISTING CONDITIONS DISCOVERED BY BUYER'S INSPECTION. THE OBLIGATIONS OF BUYER UNDER THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT AND CLOSING.**

5. *Brokerage Fees.* Buyer shall be responsible for all brokerage fees incurred by Buyer, if any, and shall hold Seller harmless from the payment thereof. This provision shall survive termination of this Contract and closing.

6. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason by delivering notice of termination to Seller before the end of the Inspection Period (as such Inspection Period may be extended). If Buyer does not deliver notice to Seller of Buyer's termination of the Contract before the end of the Inspection Period (as such Inspection Period may be extended), Buyer waives the right to terminate this Contract pursuant to this provision.

7. *Buyer's Release of Seller.* Buyer hereby releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Premises, except for any claims arising out of the gross negligence or willful misconduct of Seller or any person acting on seller's behalf. The obligations of Buyer under this provision will survive termination of this Contract and closing.

## **I. Representations**

The representations from Seller to Buyer are set forth in **Exhibit C-2**, attached hereto and made a part hereof for all purposes, are true and correct as of the Effective Date and must



be true and correct on the closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct.

**J. Condition of the Property until Closing; Cooperation;**

1. *Maintenance.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all agreements and governmental regulations affecting the Property.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract in the event of any casualty damage to the Property by giving notice to Seller with fifteen days after receipt of Seller's notice of the casualty damage (provided that the Closing Date will be extended as necessary to give Buyer fifteen days to respond). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, and (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the reasonable cost to repair the casualty damage. If Buyer elects to terminate this Contract, the Parties shall have no further right or obligation hereunder, except as otherwise provided in this Contract, and the Earnest Money shall be returned to Buyer.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation (excluding any award relating to adjoining or other property owned by Seller) will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken and (d) no change in the Purchase Price will be made.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing, (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. **DISCLAIMER OF WARRANTIES.** THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES

OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN AND BUYER'S AGENT(S) INSPECTIONS AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOUCMENTS. SUBJECT TO THE FOREGOING REPRESENTATIONS AND WARRANTIES, THE PROPERTY WILL BE CONVEYED TO PURCHASER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

## **K. Termination**

### **1. *Disposition of Earnest Money after Termination***

- a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer.
- b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, then unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Contract is terminated, Buyer shall promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract or that expressly survive termination of this Contract.

## **L. Closing**

1. *Closing.* This transaction will close at Title Company's offices on or before the Closing Date. At closing, the following will occur:

- a. *Closing Documents; Title Company Documents.* The Parties will execute and deliver the Closing Documents and any documents required by Title Company.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the Special Warranty Deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the Parties' written instructions.

- d. *Delivery of Seller's Records.* Seller will deliver to Buyer the originals or certified copies of Seller's Records specified in **Exhibit C-4**.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the terms of this Contract, Permitted Exceptions existing at closing and any liens and security interests created at closing to secure financing for the Purchase Price.

2. *Transaction Costs*

- a. *Seller's Costs.* 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; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to obtain certificates or reports of ad valorem taxes; and any costs expressly required to be paid by Seller in this Contract; and Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay: one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs of any endorsements or modifications of the Title Policy requested by Buyer; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this Contract; and Buyer's attorney's fees and expenses.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of Chapter 23, Subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to Section 23.55 thereof entitled "Change of Use of Land", and Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.
- d. *Post closing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make post closing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- e. *Buyer's Brokers Commissions.* BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY LOSS, ATTORNEY'S FEES, AND COURT AND OTHER COSTS ARISING OUT OF A CLAIM BY ANY

PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER THE BUYER FOR A BROKER'S OR FINDER'S FEE OR COMMISSION BECUSSE OF THIS TRANSACTION OR THIS CONTRACT, WHETHER THE CLAIMANT IS DISCLOSED TO THE SELLER OR NOT. AT CLOSING, BUYER WILL PROVIDE SELLER WITH A RELEASE OF BROKER'S OR APPRAISER'S LIENS FROM ALL BROKERS OR APPRAISERS FOR WHICH BUYER WAS RESPONSIBLE.

3. *Issuance of Title Policy.* Seller will cooperate with the Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

#### **M. Default and Remedies**

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract and fails to cure such default after notice as herein provided Buyer may elect to terminate this Contract by giving notice to Seller on or before the Closing Date and have that portion of the Earnest Money to which Buyer would be entitled under K. Termination 1.a. returned to Buyer.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Contract and fails to cure such default after receiving notice as herein provided ("Buyer's Default"), Seller may terminate this Contract by giving notice to Buyer on or before the Closing Date and have all of the Earnest Money including Option Consideration, if any, disbursed by Title Company to Seller, elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Seller may terminate this Agreement by giving notice to Buyer on or before the Closing Date and have the Earnest Money paid to Seller; or
- b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

3. *Liquidated Damages.* The Parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

4. *Attorney's Fees.* If either party employs an attorney, including an attorney who is a regular employee of Buyer, to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

#### **N. Miscellaneous Provisions**

1. *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) on the third day after 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 Contract. 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.

2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the Parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the Parties.

4. *Assignment.* Buyer may not assign this Contract or any of Buyer's rights under it without Seller's prior written consent. This Contract binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree that venue for resolution of any contract dispute shall lie exclusively in the state courts in Tom Green County, Texas.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting 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 Contract.

9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The terms of this Contract are the result of negotiation between the Parties. 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 Contract.

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. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

13. *Binding Effect.* This Contract binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.

**(SIGNATURE PAGE TO FOLLOW)**

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by the parties on the day and year indicated below each signature.

SELLER:  
City of San Angelo Development Corporation

By: \_\_\_\_\_  
John Bariou, Jr., President of the Board

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

BUYER:

\_\_\_\_\_

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

Title Company acknowledges receipt of Earnest Money in the amount of \$1,000 and a copy of this Contract executed by both Buyer and Seller.

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

Title: \_\_\_\_\_

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

**Exhibit C-1**  
**Legal Description**

Lot Two C (2C), First Replat in Lot Two (2), Block Two (2), HOME ACRES ADDITION, City of San Angelo, Tom Green County, Texas, according to the map or plat recorded in Cabinet G, Slide 154, Plat Records of Tom Green County, Texas, commonly known as 2013 Hudson Street, San Angelo, Tom Green County, Texas, 76903. Included in "Property" are all buildings, improvements, appurtenances now or hereafter erected on the Property and all fixtures in or hereafter placed therein.

[End of Exhibit C-1]



## **Exhibit C-2 Representations**

### **A. Seller's Representations to Buyer**

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

1. *Litigation.* Seller has not received notice of litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract.

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

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

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

- a. that the Property is not subject to investigation by any governmental agencies under any laws pertaining to health, safety or the environment;
- b. that Seller is not on notice of any pending lawsuits or administrative proceedings by third Parties or governmental agencies involving health, safety or environmental matters with respect to the Property;
- c. that to Seller's information and belief the uses and operations conducted on the Property have not involved the treatment, storage, disposal, incineration or recycling of hazardous substances or solid wastes;
- d. that to Seller's information and belief hazardous substances or solid wastes have not been treated, stored, disposed of, incinerated or recycled at or on the Property;
- e. that to Seller's information and belief the Property has not been used for industrial or commercial operations involving hazardous substances or solid wastes;
- f. to Seller's information and belief that hazardous substances or solid wastes have not been spilled, disposed of, discharged or released on or in the Property;
- g. to Seller's information and belief that there are no aboveground or underground hazardous substance storage tanks on the Property;

5. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.



6. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens (except for mechanic and materialman's liens for work done at request of Buyers in possession, if any) and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other lien against the Property other than work or materials to which Buyer has given its consent.

7. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

[End of Exhibit C-2]

**Exhibit C-3**  
**Notices, Statements, and Certificates**

**NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES**

If for the current ad valorem tax year the taxable value of the land that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

[End of Exhibit C-3]

## **Exhibit C-4 Seller's Records**

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in Section A:

### **Governmental**

Governmental licenses, certificates, permits, and approvals; ad valorem tax statements for the current year and the last 2 years; notices of appraised value for the current year and the last 2 years; records of regulatory proceedings or violations (for example, condemnation, environmental); notices from the governing municipality

### **Land**

**Soil reports**  
**Environmental reports**  
**Water rights conveyances**  
**Engineering reports**  
**Prior surveys**  
**Site plans**  
**Any title report or title insurance or insurance commitment in possession of Seller**  
**Any easements or rights-of-way benefitting or burdening the Land**  
**Floor maps**  
**Geotechnical reports**  
**Topographical contour maps**  
**Aerial photographs**  
**Tax parcel maps**  
**Wetlands studies**  
**Leases and service contracts in effect with respect to the Property**

[End of Exhibit C-4]



## 6. PROPERTY INFORMATION

**Property Address:** 2013 Hudson St.

**Legal Description:** HOME ACRES SUBDIVISION, Block 2, 1<sup>st</sup> Replat in Lot 2

**Tax ID Number:** 15-28100-0002-004-00

**Lot Size:** 58' x 250'

**Zoning:** RS-1 (Single Family Residence). The RS-1 Zone District allows one single-family home per lot, and an accessory apartment subject to the provisions of Section 401 of the Zoning Ordinance, on minimum lots of 50'x100'. Accessory uses and structures are also permitted subject to Section 402 of the Zoning Ordinance.

**Water/Sewer Connections:** Yes      **Subdivision Plat:** Yes

**Lot Characteristics:**

- Vacant;
- Conditional/Special Uses – No
- Variances – No
- Special Permits – No
- Historic Overlay – No
- Open Structure Overlay – Yes
- River Corridor – No
- Is a replat needed to build? NO

**For more information:**

Zoning/Subdivision Requirements – City of San Angelo Planning Division, 657-4210  
Permit Requirements – City of San Angelo Inspections & Permits Division, 657-4420  
General Development Questions – City of San Angelo Development Coordinator, 657-4210  
Water Billing/Meters – City of San Angelo Water Billing Division, 657-4323  
Purchasing of Tax Lots – City of San Angelo Purchasing Division, 657-4219  
Ownership and Tax Information – Tom Green County Appraisal District, 658-5575  
Documents of Record, including Plats – Tom Green County Clerk, Real Estate, 659-6552

**NOTE:** All information provided herein is based upon initial analysis of the property and is intended as a guide only; the City of San Angelo is not responsible for any error in this information or for any information concerning the property which is not included herein. Before purchasing any property, it is strongly advised to contact, at a minimum, the City and County offices listed above for the most up-to-date information. |

## 6. ATTACHMENTS

- Property Map





**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## **7. BID FORMS**

### **7.1. Copies**

- **Two (2) unbound** signed originals of all required Bid Forms (Binder or Binder Clips are acceptable)
- **One (1) bound copy** of all completed Bid Forms
- **One digital copy of all required documents** on a USB drive

### **7.2. Required Bid Submission Documents**

- **Bid Sheet**
- **Bid Security (\$1,000.00)**
- **Addendum Acknowledgement (if applicable)**
- **Conflict of Interest Form (required)**



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## BID SHEET

**RFB No: RE-02-16 / 2013 Hudson Street**

- A. Refer to "Instructions to Respondents" before completing Bid Sheet.
- B. The Respondent is responsible for verifying if any addendums have been issued prior to submitting a bid and that the bid reflects any changes or modifications created by any addendum(s).

PROPERTY ADDRESS	MINIMUM BID	BID AMOUNT
2013 Hudson Street	\$110,000.00	\$
Required Bid Security: \$1,000.00	Enter Money Order/Certified Check Number:	

**Note: BID(S) THAT DO NOT INCLUDE A BID SECURITY OF \$1,000 WILL BE CONSIDERED NON-RESPONSIVE.**

### Authorized Signature/Contact Information

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

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

Tax ID/SS #: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

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

*Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.*

### **NOTE: CITY RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS.**

*Bids which are not signed, dated or bids which do not comply with all of bid requirements herein, to include bid security, may be considered non-responsive and rejected.*

***This form must be returned with the bid***

### Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code





**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## **Disclosure of Certain Relationships**

### **NOTICE TO VENDORS**

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at <http://www.window.state.tx.us/procurement/prog/hub/>

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in blue ink, appearing to read "Michael Kelly", is written above the title "Purchasing Manager".

Purchasing Manager

**LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO**  
**As defined by Chapter 176 of the Texas Local Government Code**  
**(Revised 05/20/15)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

**City of San Angelo City Council:**

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1  
Marty Self, SMD 2  
Johnny Silvas, SMD 3 and Mayor Pro-Tempore  
Lucy Gonzales, SMD 4  
Elizabeth Grindstaff, SMD5  
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

**City of San Angelo Development Corporation officers are:**

John Edward Barriou, Jr. - President  
Tony Villarreal - First Vice President  
Tommy Hiebert - Second Vice President  
Scott Tankersley - Director  
Daniel Anderson - Director  
Richard Crisp - Director  
Juan Flores - Director

Executive Director: Roland Peña

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session

### OFFICE USE ONLY

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

Date Received

By law, this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity.

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has affiliation or business relationship.

\_\_\_\_\_  
Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?

☐ Yes ☐ No

D. Describe each employment of business relationship with the local government officer named in this section.

4.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

*Intentionally Left Blank*

## No Bid Reply Form / RE-02-16 2013 Hudson Street

***If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.***

By providing us this information, we hope to improve future Request packages that will elicit your participation.

===== # # # =====

### PLEASE PRINT

We wish to **Remain On ( )/Deleted From ( )** the list of bidders for the City of San Angelo

#### **A. We hereby submit a "No Bid" because:**

- ( ) 1. We are not interested in selling through the bid process.
- ( ) 2. We are unable to prepare the bid form in time to meet the due date.
- ( ) 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal. OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) 4. We do not feel we can be competitive.
- ( ) 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ( ) 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) 7. We do not sell the items or provide the services requested.
- ( ) 8. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

*Thank you for your assistance!*