

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT is made by and between the BRAZOS COUNTY, TEXAS, a political subdivision of the State of Texas ("SELLER"), and Brazos Central ("BUYER"), upon the terms and conditions set forth herein.

Appraisal District

ARTICLE I
PURCHASE AND SALE

1.1 SELLER agrees to sell and convey in fee simple by Special Warranty Deed with Vendor's Lien, and BUYER agrees to purchase and pay for the tract of land known as **Brazos Place, Block 1, Lot 2, Brazos County, Brazos County, Texas**, ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by SELLER to sell the PROPERTY is subject to approval by the Brazos County Commissioner's Court; such approval indicated by signature of SELLER's representatives to this Contract.

1.2 Within ten (10) calendar days of the execution of this Contract, SELLER shall request Southland *formerly by Brazos Co. Abstract* Title Company to furnish a Commitment for Title Insurance (the "Title Commitment") to insure indefeasible title to the BUYER for Buyer's review together with legible copies of all instruments referred to in the Title Commitment. The SELLER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment and the copies of the instruments referred to in Schedule B as exceptions within which to notify SELLER of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

1.3 SELLER shall provide a Survey, attached as Exhibit "A", showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey shall reflect any encroachments

onto or by the PROPERTY onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract. The description, as prepared by the surveyor, shall be used in the Special Warranty Deed.

1.4 SELLER is a tax-exempt entity.

1.5 The sale of the PROPERTY shall be made by a Special Warranty Deed attached as Exhibit "B" from SELLER to BUYER in the form prepared by SELLER.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of
~~\$300,000~~ Three hundred thousand
The purchase price shall be payable at closing.

2.2 BUYER shall deposit ten percent (10%) of the purchase price as earnest money with Brazos County Abstract Company at Bryan, Texas; as escrow agent, upon execution of this Contract by both parties.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) SELLER has no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant

adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

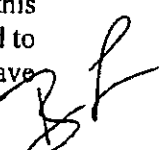
(d) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(f) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken. *with approval of 4/5 local taxing jurisdictions* 

(b) BUYER will comply with all requirements of the bid specifications which is made part of this contract as Exhibit "C" of the terms conditions, covenants and restrictions of the sale.

ARTICLE V
CLOSING

5.1 The closing shall be held at Brazos County Abstract Company within forty-five (45) calendar days from the execution and tender of this Real Estate Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date").

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Special Warranty Deed prepared by SELLER conveying good and indefeasible title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Real Estate Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLER on or prior to the closing as provided by Article I of this Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at SELLER's expense, a Title Policy insuring indefeasible title issued by Brazos County Abstract Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Prepare, at its cost, the Special Warranty Deed document.

(e) Pay ½ of the escrow fees.

(f) Pay the SELLER's expenses and attorney fees, if any.

5.3 Upon such performance by SELLER at closing, BUYER shall:

(a) Pay the balance of the purchase price and all closing costs, with the exception of prorated taxes, at closing.

(b) Pay ½ of the escrow fees.

(c) Pay the costs to record all documents including but not limited to, the Special Warranty Deed from SELLER to BUYER.

(d) Pay the BUYER's expenses or attorney fees.

(e) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.

(f) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this Real Estate Contract.

ARTICLE VI
SPECIAL CONDITIONS

6.1 EXCEPT FOR THE REPRESENTATIONS CONTAINED IN THIS REAL ESTATE CONTRACT BETWEEN BUYER AND SELLER, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED

(EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY BUYER'S ACCEPTANCE OF THIS REAL ESTATE CONTRACT, BUYER REPRESENTS THAT BUYER HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY BUYER, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

ARTICLE VII
BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of its obligations under this

Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this agreement; and/or
- (b) Bring suit for damages against SELLER.

ARTICLE VIII
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE IX
MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: Brazos County
Attn: Civil Attorney
300 East 26th Street
Bryan, Texas 77803

BUYER: Brazos Central Appraisal District
1673 Briarcrest Dr. #A-101
Bryan, TX

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no

other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.


9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

List of Exhibits:

- A. Survey
- B. Special Warranty Deed
- C. Bid Specifications

 D. ADDENDUM TO REAL ESTATE Contract

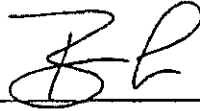
SELLER:

BRAZOS COUNTY

BY: _____
County Judge

Date: _____

BUYER:

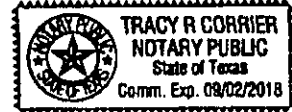


Printed Name: Bill Lero

Date: 8-1-16

ATTEST:

County Clerk
Date: _____



THE STATE OF TEXAS §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 1 day of August, 2016,
by Bill Lero, the Buyer.
Brazos County Appraisal District

Tracy R Corrier
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 201~~2~~⁶,
by _____, as County Judge of the BRAZOS COUNTY, a Political Subdivision of
the State of Texas.

Notary Public in and for the State of Texas

EXHIBIT "A"

SURVEY

EXHIBIT "B"

**SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN**

**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
WITH VENDOR'S LIEN**

DATE: _____

GRANTOR: BRAZOS COUNTY, TEXAS

GRANTOR'S MAILING ADDRESS: 300 East 26th Street
Bryan, Texas 77803

GRANTEE: _____

GRANTEE'S MAILING ADDRESS: _____
(including county) Brazos County
College Station, Texas 778__

CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration that is described in this paragraph.

PROPERTY (including any improvements):

All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being Brazos Place, Lot Two (2), Block One (1), , an addition to the Brazos County, Brazos County, Texas, according to the Plat recorded in Volume _____, Page _____, of the Official Records of Brazos County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made subject to all valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, reservations, covenants, oil and gas leases, mineral severances, and other instruments of whatsoever nature of record, if any; zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to and enforceable against the described premises; rights of adjoining owners in any driveways, walkways, walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping improvements; taxes for 2016 from the date of closing which GRANTEE assumes.

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

EXCEPT FOR THE REPRESENTATIONS, IF ANY, CONTAINED IN THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN BETWEEN GRANTOR AND GRANTEE, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER

OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's successors and assigns, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

The first vendor's lien and superior title retained in this deed secure payment of the first-lien note, and they are transferred to _____ without recourse on Grantor. The second vendor's lien and superior title secure payment of the second-lien note, and all liens securing its payment are second, subordinate, and inferior to the first-lien note, and to all liens securing payment of the first-lien note.

When the context requires, singular nouns and pronouns include the plural.

BRAZOS COUNTY

BY: _____
County Judge

ATTEST:

County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by, County Judge of the Brazos County, a political subdivision of the State of Texas.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:
Brazos County
Legal Department
300 East 26th Street
Bryan, Texas 77803

EXHIBIT "C"
BID SPECIFICATIONS

**INVITATION TO BID
SALE OF LAND IN PARK HUDSON**

BRAZOS COUNTY PURCHASING DEPT

200 South Texas Ave, Suite 352
Bryan, Texas 77803
Telephone (979) 361-4292

Bid Request No. 2016-195
Page 1 of 7

Bids will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas until 9:00 a.m., Tuesday, July 26, 2016, at which time bids will be publicly opened and read aloud.

Aug 2 2:00

A. SCOPE OF BID

Bids are solicited for sale of a 1.908 acre tract of land (more or less) located on Pendleton Drive, Bryan, Texas with the following definitions, term and conditions of bidding.

DEFINITIONS, TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Office, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions:

In order to simplify the language throughout this bid, the following definitions shall apply:

BRAZOS COUNTY - Same as County.

BUYER - The successful Bidder of this bid request.

COMMISSIONERS' COURT - The elected officials of Brazos County, Texas, given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.

CONTRACT - An agreement between the County and bidder for the sale of Real Estate

COUNTY - The government of Brazos County, Texas and its authorized representative.

OWNER - Brazos County

Acceptance

Upon acceptance and approval by the Commissioner's Court, or their designated official, this bid effects a contract between the County and the successful bidder.

All bids will remain subject to acceptance by the County, for 90 days after the date of the Bid opening.

Addenda

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specification by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing office.

Addenda will be posted to the Brazos Valley Online Bidding System. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda.

Advertisement

The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.

Applicable Laws

All bidders will comply with all Federal, State, and local laws relative to conducting business in Brazos County. The laws of the state of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.

Assignments

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of County and any sureties.

Award of Contract

A contract may be awarded to the bidder who provides the best value for the County. In determining the best value for the County, the County may consider, but is not necessarily limited to, the following factors:

- a. conformity to specifications;
- b. the purchase price, including estimated closing costs;
- c. financial condition of bidder;
- d. the total long-term cost to the County to sell the property; and
- e. any relevant criteria specifically listed in this request for bid.

Although the purchase price offered is an essential part of the Bid, the County is not obligated to award a contract on the sole basis of price. The County also reserves the right to not award a contract to any party.

Bid Results

It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Brazos Valley Online Bidding System (www.brazosbid.cstx.gov) after bid award by Commissioner's Court.

Bidder Tax Identification Number

Bidder must include Tax Identification Number for the bid to be valid.

Cancellation

The County reserves the right to cancel this contract or any portion thereof immediately for buyers failure to comply with terms stated in contract.

Certification

Bids must be completed and submitted on the form included within the specifications of this bid. Certification of Bid must be fully completed and signed by an authorized representative.

Collusion

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Communication

The County shall not be responsible for any verbal communication between any employee of the County and potential bidder(s). Only written specifications and price quotations will be considered.

Confidentiality

Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes.

Disclosure

Bidders are advised they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official or the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Exceptions

The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Indemnification

The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

Independent Bidder

Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

Notification

Brazos County uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: Brazos Online Bidding website or the Brazos County Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. Brazos County accepts no responsibility for the receipt or notifications of solicitations through any other source.

Priority of Documents

In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the latter will take precedence.

Questions and Inquiries

Questions and inquiries about this bid shall be submitted in writing via the Q&A feature available through Brazos Valley Online Bidding System at <https://brazosbid.cstx.gov>. The deadline for written questions is Tuesday, July 19, 2016 at 5:00 p.m.

Receipt of Bids

Bids must be received by the Purchasing Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must have the bid actually delivered.

Bids must be submitted on this form and returned in a sealed envelope clearly marked with Vendor Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids received after the expressed date and time listed in this bid will be returned unopened to the vendor. Bids submitted to any other person or department other than the Brazos County Purchasing Department will not be accepted.

Bids must show full firm name, mailing address and telephone number and be manually signed by an authorized representative of the bidder. Firm name and authorized signature shall appear in each space provided.

Reimbursements

There is no expressed or implied obligation for Brazos County to reimburse responding bidders for any expenses incurred in preparing bids in response to this Invitation to Bid and Brazos County will not reimburse responding bidders for these expenses, nor will Brazos County pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for sale of property as specified herein.

Reservations

The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County. The County reserves the right to reject any bid that does not fully respond to each specified item.

Satisfaction

All terms and conditions of the contract, and specifications must be satisfactorily met; including the submission to the County of any and all documentation as may be required before award recommendation will be submitted to Commissioner's Court.

Severability

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

Terms and Conditions

Should this bid include any of the County's Standard Contracts, all bidders shall be required to thoroughly read and understand the terms, conditions and provisions in these documents. The successful bidder shall be responsible for compliance with these terms and conditions. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to Commissioner's Court. Any exceptions taken to County's standard contracts may cause bid to be considered non-responsive.

Tax Exempt

Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.

Venue

Any resulting contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

Withdrawal

Bids cannot be altered after receiving time. Bids may not be withdrawn after opening time unless approved by the Purchasing Agent.

SPECIAL PROVISIONS

Contract for Sale

If bidding on this property, the attached Contract for Sale of Real Estate, must be completed and submitted along with a certified check in the amount of ten percent (10%) of the bid amount made payable to **Brazos County Abstract Company** to be used as earnest money. Political subdivisions of the State are exempt from this requirement. Checks will be returned to the unsuccessful bidders upon award of contract.

Inspections

The property described herein may be viewed by appointment only. Appointments may be made with Darrell Kolwes, Right-of-Way Agent, at 979-277-2273, during normal business hours. Bidder acknowledges that the Brazos County has provided the Bidder with the opportunity to inspect the property prior to bidding on and/or purchasing the property and the Bidder has or has not so inspected the property at his, or her, sole discretion. Bidder acknowledges that the decision to purchase the property is entirely their own and the Bidder has not relied on any representation or warranty made by any officer, employee, or agent of Brazos County in deciding to purchase the property. Each bidder shall be held to have examined the property under consideration and confirm that he, or she, fully understands and is cognizant of all factors related to the sale of the property listed herein.

Closing

The bidder shall close on the transaction within (90) calendar days of notice from the Brazos County of the award of bid. The successful bidder will be responsible for closing costs associated with the transaction, if any, and any real estate fees that may be incurred by the Buyer as stipulated in the attached Contract for Sale of Real Estate. The Contract for Sale of Real Estate must be completed, signed, notarized and attached to the bid along with the required ten percent (10%) of the bid amount for the property bid upon by Bidder.

Financing

Purchaser must arrange their own financing and complete the closing transaction within (90) calendar days of the bid award; additional time may be considered under special circumstances. Bidder may elect to include, in his/her bid, evidence of financing or availability of funds to complete this transaction. The County will not pay seller points, closing costs, real estate commissions or real estate transaction fees.

Omissions

The apparent silence of specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this requirement.

The Buyer is responsible for meeting or exceeding all Federal, State of Texas, and local safety, health, and traffic regulations and standards in effect and applicable at the time of award. The Buyer is responsible for obtaining all appropriate permits when required.

SPECIFICATIONS

General

Brazos County is authorized to sell real property by utilizing the sealed bid procedure in accordance with Texas Local Government Code §263.007. The real property offered for sale by sealed bid is generally described as follows: A 1.908 acre tract of land, more or less, located on Pendleton Drive, Bryan, Texas.

Legal Description

1.908 acre tract of land, more or less, in J. W. Scott League, A-49, Bryan, Brazos County, Texas, being all of that 1.908 acre tract conveyed to the Brazos County by Deed recorded in Volume 12354, Page 200, Official Records of Brazos County, Texas.

Improvements

Buildings: None
Site Improvements: None
Landscaping: Native grass with trees

Property Value

Pursuant to Texas Local Government Code §263.007, the Commissioners' Court shall determine a minimum bid amount, based on the appraisal. The minimum bid amount is established to be \$300,000.00.

Location Map

Attached hereto as Attachment A.

Zoning

PD, Planned Development District.

Surveys

Attached to the Contract for Sale of Real Estate as Exhibit B and Exhibit C are the metes and bounds descriptions and survey plat completed by Strong Surveying.

Notes

Any structure constructed by the Purchaser must be in conformance with the City of Bryan Zoning Ordinance (Planned Development)

The Purchaser is required to pay dues assessed by the Park Hudson Property Owners' Association.

BID FORM

Bidder hereby offers and agrees, if this bid is accepted, to purchase the property identified herein for the firm fixed price entered below.

Property Description:

1.908 ACRE TRACT OF LAND (MORE OR LESS) LOCATED OFF OF PENDLETON DRIVE, BRYAN, BRAZOS COUNTY, TEXAS

Legal Description:

1.908 acre tract of land, more or less, Lot 2, Block 1, Brazos Place, City of Bryan, Brazos County, Texas, by Deed recorded in Volume 12354, Page 200, Official Records of Brazos County, Texas.

Minimum Bid Amount:

Three Hundred Thousand and .00/100 Dollars (\$300,000.00)

Bid Amount: \$ 300,000

Bid Amount in Words: Three hundred thousand NO /100 Dollars
(Transfer bid amount to Real Estate Contract, Article II, Purchase Price)

- Sealed bids shall include: Bid Form, Contract for Sale of Real Estate (completed, signed and notarized by bidder), Certification of Bid, and a certified or cashier's check in the amount of ten percent (10%) of the bid amount made out to Brazos County Abstract Company to be used as earnest money.

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other vendor, and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

SIGNED BY: [Signature]

TYPED NAME: Bill Lero TITLE: President BoD - BCAD

COMPANY NAME: Brazos Central Appraisal District

PHONE: 979-774-4100

MAILING ADDRESS: 1673 Briarcrest Dr. #A-101
P.O. Box or Street

Bryan, TX 77802
City TX Zip

EMAIL ADDRESS: mprice@brazoscad.org

VENDOR TAX IDENTIFICATION NUMBER: ~~141~~ 74-267238

CORPORATE SEAL IF SUBMITTED BY A CORPORATION

END OF BID REQUEST NO. 2016-195

By signing below, Brazos County agrees that this bid, 2016-195, will be awarded as dictated on the associated bid tabulation sheet, to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By:

Brazos County Commissioner's Court _____

Date _____

Attest:

Brazos County Clerk _____

Addendum D. to Real Estate Sale Contract

Brazos County and Brazos Central Appraisal District

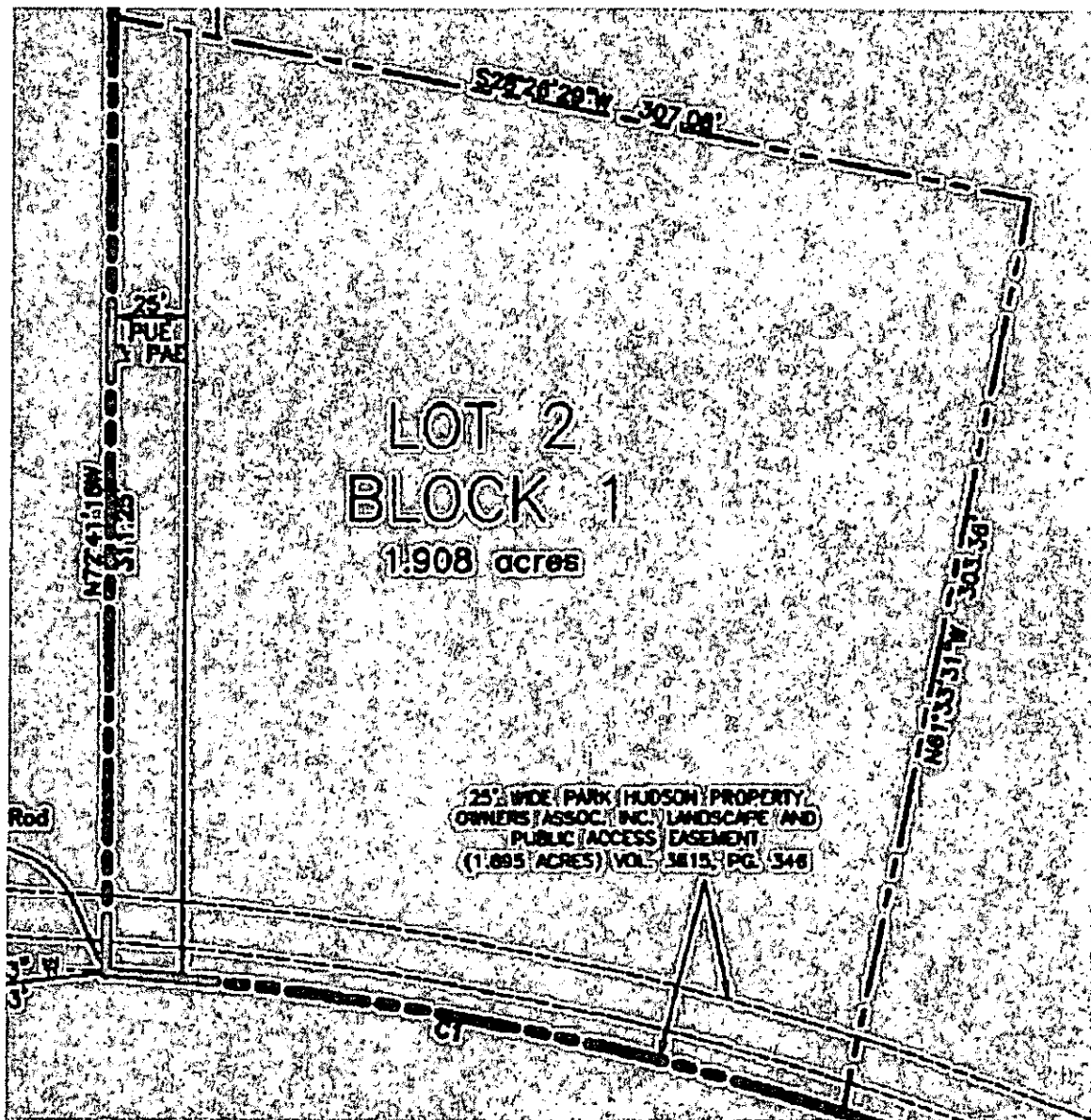
Seller at seller's expense will remove the fill soil to an undisturbed soil level on subject lot and adjacent lot described as Lot 1, Block 1, Brazos Place, 7.108 acres prior to closing.

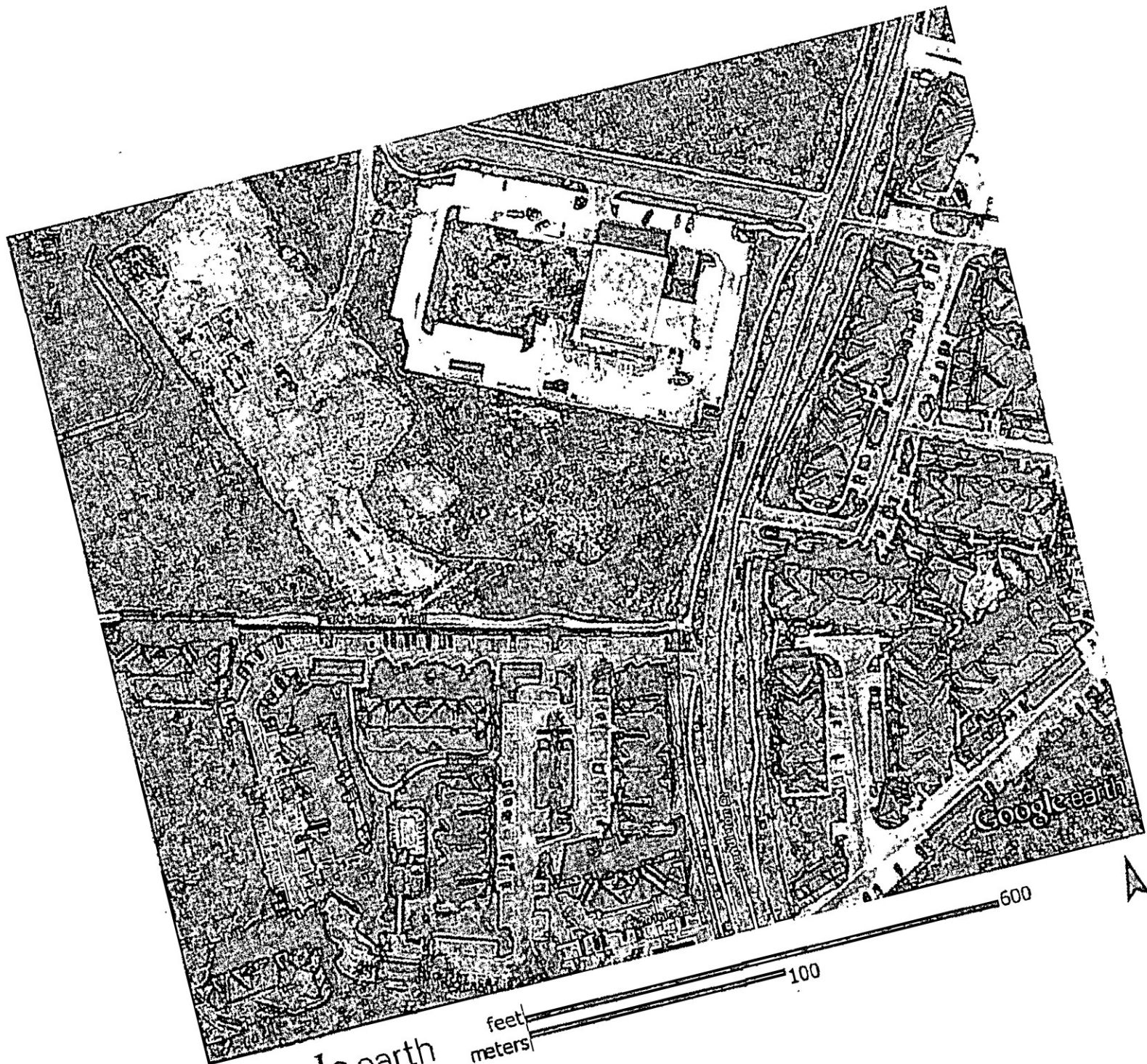
Contract will be subject to approval of 4 of the 5 taxing jurisdictions (Brazos County, City of Bryan, City of College Station, College Station ISD and Bryan ISD) for acquisition of land and funding of a suitable building for the Buyer.

Contract will terminate without recourse if 2 of the 5 taxing jurisdictions fail to approve acquisition of land and funding of a suitable building for the Buyer.

Buyer has the option purchase up to an additional 1/4 acre within 12 months of closing if buyers building and/or parking needs require additional space. Buyer will incur any re-platting and survey costs that are necessary. Buyer will pay \$3.60 per sq/ft. for the additional property. Additional property will be to the North of the existing property line.

Enlarged Final Plat





Google earth

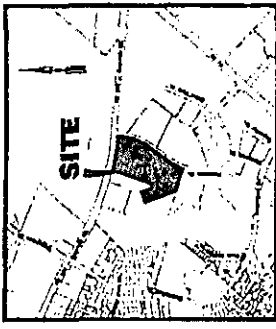
feet
meters

100

600



Google earth



VICINITY MAP (SCALE)

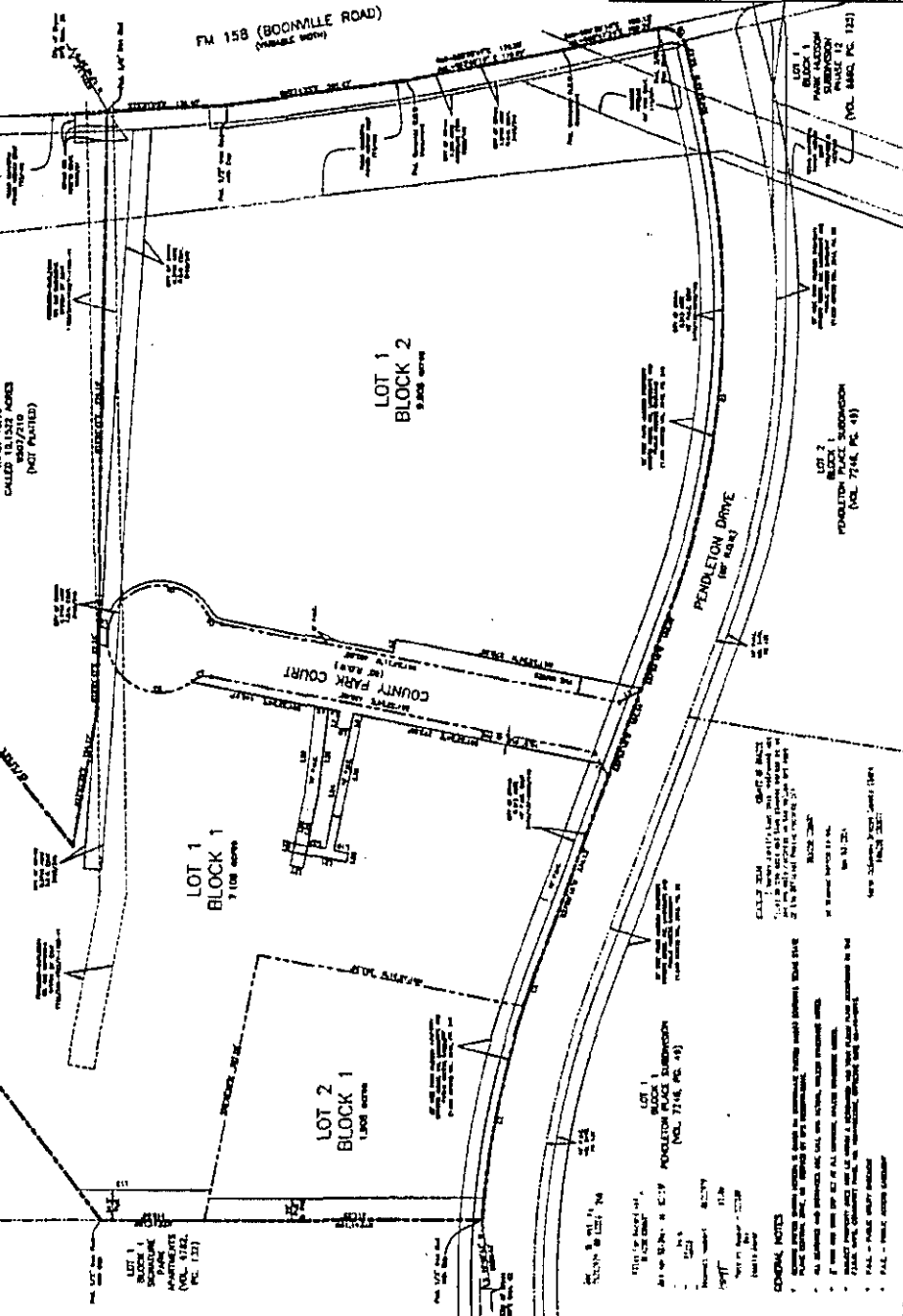
CITY OF BRYAN
 J.W. SCOTT (DCU)
 TRACT 3116
 4.168 ACRES
 CALLED 8907/210
 (NOT PLATTED)

CITY OF BRYAN
 J.W. SCOTT (DCU)
 TRACT 3118
 4.168 ACRES
 CALLED 8907/210
 (NOT PLATTED)

LOT	AREA	PERCENT	AREA	PERCENT
1	1.000	24.24	1.000	24.24
2	1.000	24.24	1.000	24.24
3	1.000	24.24	1.000	24.24
4	1.000	24.24	1.000	24.24
5	1.000	24.24	1.000	24.24
6	1.000	24.24	1.000	24.24
7	1.000	24.24	1.000	24.24
8	1.000	24.24	1.000	24.24
9	1.000	24.24	1.000	24.24
10	1.000	24.24	1.000	24.24
11	1.000	24.24	1.000	24.24
12	1.000	24.24	1.000	24.24
13	1.000	24.24	1.000	24.24
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88	1.000	24.24	1.000	24.24
89	1.000	24.24	1.000	24.24
90	1.000	24.24	1.000	24.24
91	1.000	24.24	1.000	24.24
92	1.000	24.24	1.000	24.24
93	1.000	24.24	1.000	24.24
94	1.000	24.24	1.000	24.24
95	1.000	24.24	1.000	24.24
96	1.000	24.24	1.000	24.24
97	1.000	24.24	1.000	24.24
98	1.000	24.24	1.000	24.24
99	1.000	24.24	1.000	24.24
100	1.000	24.24	1.000	24.24

CITY OF BRYAN
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 4.168 ACRES
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 (NOT PLATTED)

CITY OF BRYAN
 J.W. SCOTT (DCU)
 TRACT 3118
 4.168 ACRES
 CALLED 8907/210
 (NOT PLATTED)



COMPOSITE OF CITY ENGINEER
 K. R. [Signature]

COMPOSITE OF PLANNING AND ZONING COMMISSION
 [Signature]

COMPOSITE OF CITY PLANNER
 [Signature]

FINAL PLAT

BRAZOS BLADE
 19.844 ACRES
 J.W. SCOTT SURVEY, A-49
 REFERENCE VOLUME 8507, PAGE 216
 CITY OF BRYAN, BRAZOS COUNTY, TEXAS

SCALE: 1"=40'

SUBDIVIDER:
 K. CARL STROHM, PWS
 STROHM SURVEYING, L.L.C.
 1727 BRUNNENBERG DR. (E)
 BRYAN, TEXAS 77804
 PHONE (817) 780-0840
 FAX (817) 780-3348

ENGINEER:
 MICHAEL R. MCKENNA, L.L.P.
 511 UNIVERSITY DR. E. 2ND FL.
 COLLEGE STATION, TX 77840
 BRYAN, TEXAS 77804
 PHONE (817) 361-4291
 FAX (817) 361-4292

DRAWN BY:
 MICHAELE AND SHAWN
 OCTOBER 2017

BRYAN
 Brazos County, Texas

BRAZOS COUNTY COURTHOUSE
 300 N. W. 11TH ST.
 BRYAN, TEXAS 77804
 PHONE (817) 780-0840
 FAX (817) 780-3348



Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to 2016-195 Sale of Land in Park Hudson

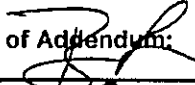
Issued: July 21, 2016
Change: Clarification; Correction and Extension of Question Deadline
Reason: Bid Clerical Error

The deadline for questions is extended until 2:00 P.M. Monday, July 25, 2016.

All references to Local Government Code §263.007 should have referenced Local Government Code §272.001. This addendum removes references to Local Government Code §263.007 and replaces them with Local Government Code §272.001.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

Signature: 

Printed Name: Bill Lero



Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #2 to 2016-195 Sale of Land in Park Hudson

Issued: July 21, 2016
Change: Extension of Submission Deadline
Reason: To provide additional bid exposure to potential bidders

The deadline for bid submission is extended until 2:00 P.M. Tuesday, August 2, 2016.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum.

Signature: _____

Printed Name: Bill Lero

8/2/16
8:54am
JP

BRAZOS CENTRAL
APPRAISAL DISTRICT
BID # 2016-195