CITY OF NEWARK

A WISE BEGINNING EST 1951

NEWARK TEXAS

BID SPECIFICATIONS

FOR

SALE OF SURPLUS LAND

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Corner of Rogers & Marshall
Newark, TX

8.37 Acres

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CITY OF NEWARK

BID SPECIFICATIONS

FOR

SALE OF SURPLUS LAND

SECTION 1 CONTENTS AND PURPOSE

These bid specifications set forth certain instructions, terms, and conditions that apply to the sale of surplus land conducted pursuant to Section 272.001 of the Texas Local Government Code. A copy of Section 272.001 is reproduced in full and is attached hereto as ***Exhibit "A"***. Although the instructions, terms, and conditions contained herein do not constitute an ordinance, resolution, or motion binding upon the City, a bidder submitting a bid on a sale conducted pursuant to Section 272.001 will certify by signing the bid form that the bidder has read the provisions contained herein and that the bidder agrees that the provisions will be strictly enforced in all respects.

SECTION 2 DESCRIPTION OF PROPERTY

The Property. The "Property" consists of the following parcel of real property and any improvements thereon: Being 8.37 acres of land out of Lot 14 of the Water Board-Newark Subdivision, an addition to the City of Newark, Wise County, Texas, according to the plat recorded in Cabinet "A", Section 178, Plat Records, Wise County, Texas, being the same tract of land as deeded to the City of Newark in Volume 379, Page 637, Deed Records, Wise County, Texas and being more particularly described by metes and bounds on ***Exhibit "B"*** attached hereto.

Property is zoned Single Family Residential District – 1 (SF-1)

SECTION 3 INSTRUCTIONS TO BIDDERS

3.01 Pre-Bid Site Visit. All persons wishing to visit the property may do so and address any questions concerning this sale to the City of Newark at 817-489-2201.

3.02 Preparation of Bid Forms:

A. General. **Bids must be received by the City of Newark by 2:00 p.m. Central Standard Time on October 28, 2016.** A bid must be submitted on the form attached as Exhibit G hereto. Such bid forms will not be accepted as a legitimate bid unless it conforms to the requirements in Section 4.01.

Both copies of the bid form must be signed and submitted together in a sealed envelope and clearly marked as follows: **"SEALED BID FOR CITY OF NEWARK SURPLUS PROPERTY, ATTN: CITY ADMINISTRATOR"**

B. Amount of Bid. Under all circumstances, in the spaces provided on the bid form for entering the bid amount, the bid must be expressed in dollars and cents. **This sale is a cash sale. There will be no financing offered by the City, and the City will not accept property in exchange for cash.**

C. When submitting a bid in the name of a business entity, please provide a Certificate of Good Standing from the Texas Comptroller's Office, authorization by the entity for the submission of the bid and purchase of the property, and signatory authority

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documenting your ability to sign for and bind the entity in a real estate transaction.

3.03 Bid Deposit. ***Each bid must be accompanied by a deposit of ten-thousand dollars ($10,000).*** The bid deposit must be in the form of a cashier's check, certified check, or money order payable to the City of Newark, or a bond with a corporate surety authorized to do business in the State of Texas. A sample of a bidder's bond is attached hereto as ***Exhibit "C"***. Any other bond form will be subject to rejection if, in the opinion of the City Attorney, it fails to secure the City in the performance of the specified terms and conditions of the sale. The opinion of the City Attorney shall be final. Except as otherwise noted herein, the bid deposit will be returned without interest if the bid is not accepted.

3.04 Receipt and Opening of Bids. Sealed bids must be received in the office of the City Administrator, in the City Hall Building at 209 Hudson Street, Newark, Texas, 76071, by 2:00 p.m. Central Standard Time on Friday, October 28, 2016. Bids will be opened at that time or as soon thereafter as may be practical.

State and local laws provide that the City of Newark, in its sole discretion, may elect not to accept any bid, and may reject all bids. The City of Newark reserves its rights to accept or reject any and all bids at its discretion.

3.05 Bids Irrevocable. All bids shall be considered irrevocable.

3.06 Final Award or Rejection of Bids by Mayor or City Council. All bid deposits will be held in escrow by the City pending award of a bid, or rejection of all bids, by the Mayor or the City Council. In order for a bid to be awarded, the City Council will adopt an ordinance officially awarding the bid and authorizing the Mayor to execute, and the City Administrator to attest, the documents necessary to consummate the transaction ("Sale Documents)". After award of a bid, the transaction shall be binding, subject only to the preparation and execution of the Sale Documents. The bidder submitting the awarded bid will be referred to hereafter as the "Buyer" and the Buyer's bid deposit shall be nonrefundable.

3.07 Closing Arrangement:

A. Execution of Documents. After the City has executed the Sale Documents and the documents are available for delivery to the Buyer, the City shall notify the Buyer in writing of the location and the time that the closing of the transaction will occur (the "Closing Date"). The transaction will settle on such date, at which time the Buyer will pay the full balance due under the terms and conditions set forth herein. The Buyer's duty to proceed with the transaction shall not be subject to Buyer's acceptance, actual, constructive or otherwise, of the Sale Documents.

B. Payment of Consideration by the Buyer: The Buyer will be required at the time of closing to pay the difference between the full amount of the bid and the amount of the bid deposit. If a bidder's bond was furnished as the bid deposit, the full amount of the bid will be due and payable at the time of closing. Payment of any cash consideration must be made in the form of a cashier's check, certified check, or money order payable to the City of Newark.

C. Settlement and Other Expenses. The City will be responsible for any expenses associated with the preparation of the Sale Documents. The City shall not be responsible for any other fees associated with this transaction.

SECTION 4 TERMS AND CONDITIONS OF SALE OF SURPLUS LAND

4.01 Rejection of Bids. City Council reserves the right to reject any or all bids at any time prior to

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the passage of the ordinance authorizing the Mayor to execute and the City Administrator to attest a deed conveying the Property to the Buyer. A bid will be automatically rejected when:

A. It is not accompanied by at least the prescribed amount of the bid deposit as specified in Section 3.03;

B. The bid form is not submitted in duplicate;

C. Both copies of the bid form are not signed as specified in Section 3.02 (A);

D. It is not submitted on the City's bid form (attached hereto as Exhibit G);

E. The bid form is not completed and signed by the bidder or the bidder's authorized representative.

F. It is received after the time and date specified in the City's SEALED BID SALE NOTICE for receipt of bids;

G. The City reserves the right to reject a bid if it is found that collusion exists among bidders. In addition, if a bidder submits two (2) or more bids on the same Property, the City will automatically reject the lower bid(s).

4.02 Non-Payment of Brokerage Fees. The City will not pay a brokerage or real estate agent's fee on the sale of City land.

4.03 No Bidder's Withdrawal Rights. Under no circumstances will a bidder be entitled to withdraw the bid once the City Administrator has received the bid deposit.

4.04 City's Rights Upon Failure of Buyer to Close the Transaction. When the deed conveying the parcel offered for sale by the City has been executed by the Mayor and is ready for delivery, the Buyer will be notified by mail where to go to accept delivery of the deed. If for any reason Buyer should fail to render full payment of the consideration upon which the bid was based on the Closing Date, such failure shall be construed as a refusal to pay the consideration due the City under the terms of the bid and as a refusal to accept the City's deed. Should the Buyer for any reason fail or refuse to close the transaction on the Closing Date, the City shall have the right, at its option, to retain the bidder's deposit or, if a bidder's bond was furnished as the deposit, to be paid the amount of the bond by the bonding company, the amount of the deposit or bond being agreed upon as liquidated damages because of the inconvenience of ascertaining the actual damages and the uncertainty thereof. In addition to the foregoing, it is understood and agreed that the City shall have the right, at its option, to pursue any and all other remedies available to it at law or in equity, including, but not limited to, the right to demand specific performance on the part of the Buyer. If the City is successful in enforcing the right to specific performance, it is understood and agreed that upon the City's demand, the Buyer shall pay to the City reasonable attorney's fees incident thereto.

4.05 Conveyance by the City. Subject to its right to reject bids as otherwise stated herein, the City shall tender an executed deed conveying the land offered by it for sale within one-hundred-twenty (120) days after the date of passage of the ordinance determining a Buyer. Failure on the part of the City to tender such deed within the one-hundred-twenty (120) day period shall entitle the Buyer to refuse to close the transaction by giving written notice to the City Administrator. Upon receipt of written notice of refusal, the City will refund the Buyer's deposit. Neither the City nor the Buyer shall be liable to any party in any respect as a result of such refusal to close the transaction under this circumstance.

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4.06 Bidder's Duty to Inquire As to Quality of Title and Survey. Each bidder shall be solely responsible to inquire as to the quality of the title of the Property. The City will provide a survey of the Property, which is attached hereto as Exhibit B; however, the City does not guarantee the accuracy or completeness of such survey.

4.07 Rights of Person in Possession. If the Property is, or appears to be, in the possession of any person whomsoever, each bidder, before submitting a bid on the parcel, shall satisfy himself as to the rights, if any, of the person in possession. The Buyer shall not be entitled to refuse to close the transaction because of the rights of any person in possession on the date the bid was submitted.

4.08 Ad Valorem Taxes. Should there be any tax payments due, it is specifically understood and agreed that the Buyer will take the Property subject to such tax liabilities and will be responsible for payment thereof. By acceptance of a deed from the City of Newark, the Buyer is put on notice that the land conveyed to him will thereafter be subject to assessment for all taxes. All taxes from previous years, if applicable, shall be due at the closing; current year taxes shall be the responsibility of the Buyer. Post judgement taxes will continue to accrue at the rate of one percent per month. All taxes owed on the property are the sole responsibility of the Buyer.

4.09 Conveyance Instruments. The deed conveying the Property will be based on the description of the land as approved by the City Attorney. The deed shall be executed and acknowledged on behalf of the City by the Mayor (or in the Mayor's absence, the Mayor Pro Tem) and attested by the City Administrator under the City Seal. The name of the grantee in the deed shall be the same as the name on the bid form of the person, corporation, or other entity submitting the bid. The deed shall be in the form of a *"Deed Without Warranty"*, an example of which is attached hereto as Exhibit D, and the conveyance shall be subject to all easements, public utilities, restrictions, reservations, covenants, conditions of record, right-of-way, dedications, and any other special restrictions or encumbrance specified in these bid specifications, the deed, public record, or apparent upon the Property.

4.10 As Is

Bidder understands that the Property is purchased **"as is, where is, with all faults."** I understand that it is the bidder's responsibility to check for (i) outstanding or pending code enforcement actions including but not limited to repair or demolition orders, (ii) roadway access to the Property, (iii) floodplain statue, and (iv) all other due diligence matters or Property Conditions. Bidder understands that the City of Newark disclaims responsibility as to the accuracy or completeness of any information relating to the Property for sale and the data in the public advertisement is for information only. The transaction, to the maximum extent allowed by law, is made on an **"as is, where is, with all faults"** basis and is subject to all visible and apparent easements and any other instruments of records. The City of Newark specifically disclaims any warranties of habitability or suitability for a particular purpose. The City of Newark is not responsible for any misrepresentations, failures of disclosure, errors or any negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction. The City of Newark is specifically exempt by Texas Property Code 5.008(e) from providing a seller's disclosure concerning the condition of the Property.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, BIDDER ACKNOWLEDGES AND AGREES THAT THE CITY OF NEWARK HAS NTO MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXRPRESS OR IMPLIED, ORAL OR WRITTEN,

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PAST, PRESENT OR FUTURE, OF, AS, TO CONCERNING OR WITH RESPECT TO: (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BIDDER MAY CONDUCT THEREON; (D) THE COMPLAINCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.

4.11 Environmental.

A. Environmental Testing by Bidder. Upon notice that Property is offered by the City for sale (the "Notice Date"), any bidder shall have the right, after notifying the City in writing and in full compliance with this Section 4.10(A) (ii), to enter the Property to inspect, survey or conduct such environmental testing as such bidder may desire, at bidder's sole cost and expense, whether for potential contamination in the surface or subsurface of the Property or otherwise (hereinafter referred to as "Testing"). Any such bidder may enter the Property to conduct Testing upon consent by the City and subject to the following conditions: a) any contractor, consultant or agent used by such bidder for the Testing shall be, in the sole discretion of City, acceptable to the City; however, the Testing shall be at such bidder's sole cost; b) the City shall have the right to observe the Testing and to take split samples; c) such bidder shall indemnify, defend and hold City harmless from any and all damages (including damage to the Property), losses, claims, liabilities, penalties, costs and expenses (including attorney's fees) resulting from acts or omissions associated with the Testing, and this covenant shall survive the Closing or earlier termination of the bidding process; d) such bidder agrees to obtain the insurance specified in Section 4.10 (B) below; and e) the Testing and subsequent generation of a site assessment report, survey, quality-assured laboratory data, and other written report(s), if any, (hereinafter referred to as "Testing Results") shall be completed within thirty (30) days of the Notice Date, or the close of the bid period, whichever is earlier. Upon completion of the Testing of the Property and the subsequent generation of Testing Results, such bidder shall immediately provide the Testing Results to the City.

B. Testing Insurance. If a bidder conducts Testing as outlined in Section 4.10 (A) above, such bidder shall maintain, at its sole cost, or shall require any contractor, consultant or agent such bidder may engage to maintain at all times as required herein, the insurance coverage set forth below with providers satisfactory to the City with full policy limits applying, but not less than as set forth below. A certificate naming the City as an additional insured and referencing the indemnification provisions set forth in these Bid Specifications shall be delivered to the City prior to commencement of the Testing. Such certificate shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid until City has received timely prior written notice of such change or cancellation.

Worker's Compensation Insurance as required by laws and regulations applicable to

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and covering employees of the bidder, its contractors, consultants or agents engaged in the performance of the Testing.

Employer's Liability Insurance protecting the bidder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) each occurrence.

Comprehensive General Liability Insurance including products/completed operations with limits of liability of not less than One Million and No/100 Dollars ($1,000,000.00) combined single limit. This policy shall cover, among other risks, the contractual liability assumed under the indemnity provision set forth herein.

Business Automobile Liability Insurance covering all vehicles used in the operations of the bidder with limits of liability of not less than Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.000) combined single limit.

C. Environmental Reports. Executive summaries of the bidder's Testing Results (if any) shall be listed as an exhibit to the ordinance authorizing the Mayor to execute the deed conveying the land.

4.12 Inspection. Each bidder represents that it (or its agents or consultants) will have inspected, by the close of the bid period, the Property, together with any buildings included in the sale, will be familiar with its condition, inclusive of substances in the soil or groundwater that may or may not be present, and, if named as Buyer, will accept same AS IS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS ON THE PART OF the City as to what that condition may be.

4.13 Restrictions. It will be the sole responsibility of each bidder to become familiar with whatever restrictions are enforceable on the land being offered by the City for sale whether of record or not. The City makes no representations, guarantees, or warranties as to what may be built or as to what use may be made of the property.

4.14 Tied Bids. If one or more bidders submit the same amount, and that amount is the highest amount bid, then the tie shall be broken as follows. Within three (3) business days of the sealed bid sale, a representative of the City of Newark will call each tied bidder to notify them that there is a tie. If no phone number is listed in the bid packet, then the City representative will send the bidder an email. If no email address is listed in the bid packet, then the City is under no obligation to contact such bidder.

The tie will be resolved at a drawing to be held in City Council chambers on the Thursday following the sealed bid sale. The tied bidders are welcome to attend, but attendance is not required. At that drawing, the names of each tied bidder will be entered into a pot, and a representative of the City will draw a name. The first name drawn will be deemed the highest bidder. The City representative will continue to draw names until the post is empty. The order in which the additional names are drawn will determine the order in which the remaining bidders will be contacted if the highest bidder fails to tender all funds due.

4.15 **WAIVER AND RELEASE** Bidder understands that bidder is solely responsible for bringing the Property into compliance with all applicable laws including federal and state statutes and regulations as well as City charter and ordinances.

BY SUBMITTING THIS PROPOSAL, BIDDER HEREBY WAIVES AND RELEASES ANY RIGHTS BIDDER MAY HAVE, WITHER NOW OR IN THE FUTURE, TO UNDERTAKE ANY LEGAL OR EQUITABLE ACTION AGAINST THE CITY OF NEWARK FOR FAILURE OF THE CITY TO FULLY ADVERTISE

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OR NOTICE THE SALE OF THE PROPERTY OR TO PROPERLY CONDUCT THE SALE OF THE PROPERTY AND HEREBY COVENTANT NOT TO SUE AGENTS OF THE CITY OF NEWARK. BIDDER ACKNOWLEDGES THAT BIDDER HAS HAD AN OPPORTUNITY TO MAKE AN INSPECTION OF THE PROPERTY. UPON BIDDER'S DEATH OR MENTAL INCAPACITY, THE BID SUBMITTED SHALL BECOME NULL, VOID AND UNENFORCEABLE AND THE CITY OF NEWARK SHALL HVE NO FURTHER OBLIGATION TO BIDDER'S ESTATE, BIDDER'S GUARDIAN OR BIDDER. ON BEHALF OF BIDDER'S HERIRS, BIDDER'S ESTATE AND BIDDER, BIDDER HEREBY WAIVES ANY RIGHTS BIDDER MAY HAVE TO AN AWARD OR CONVEYANCE OF THE PROPERTY IN THE EVENT OF BIDDER'S DEATH OR MENTAL INCAPACITY.

SECTION 5 EXHIBITS

5.1 Exhibits.

Exhibit A: Texas Local Government Code Section 272.001

Exhibit B: Description of Property

Exhibit C: Example Bidder's Bond

Exhibit D: Deed Without Warranty

Exhibit E: Affidavit of Non-Interest

Exhibit F: Survey Map of Property

Exhibit G: Bid Form

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LOCAL GOVERNMENT CODE

Sec. 272.001. NOTICE OF SALE OR EXCHANGE OF LAND BY POLITICAL SUBDIVISION; EXCEPTIONS. (a) Except for the types of land and interests covered by Subsection (b), (g), (h), (i), (j), or (l), and except as provided by Section 253.008, before land owned by a political subdivision of the state may be sold or exchanged for other land, notice to the general public of the offer of the land for sale or exchange must be published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county. The notice must include a description of the land, including its location, and the procedure by which sealed bids to purchase the land or offers to exchange the land may be submitted. The notice must be published on two separate dates and the sale or exchange may not be made until after the 14th day after the date of the second publication.

(b) The notice and bidding requirements of Subsection (a) do not apply to the types of land and real property interests described by this subsection and owned by a political subdivision. The land and those interests described by this subsection may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land or interest or, in the case of land or an interest owned by a home-rule municipality, the fair market value may be determined by the price obtained by the municipality at a public auction for which notice to the general public is published in the manner described by Subsection (a). The notice of the auction must include, instead of the content required by Subsection (a), a description of the land, including its location, the date, time, and location of the auction, and the procedures to be followed at the auction. The appraisal or public auction price is conclusive of the fair market value of the land or interest, regardless of any contrary provision of a home-rule charter. This subsection applies to:

(1) narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;

(2) streets or alleys, owned in fee or used by easement;

(3) land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;

(4) land that the political subdivision wants to have developed by contract with an independent foundation;

(5) a real property interest conveyed to a governmental entity that has the power of eminent domain;

(6) a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or

(7) a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999.

(c) The land or interests described by Subsections (b)(1) and (2) may be sold to:

(1) abutting property owners in the same subdivision if the land has been subdivided; or

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(2) abutting property owners in proportion to their abutting ownership, and the division between owners must be made in an equitable manner.

(d) This section does not require the governing body of a political subdivision to accept any bid or offer or to complete a sale or exchange.

(e) This section does not apply to land in the permanent school fund that is authorized by legislation to be exchanged for other land of at least equal value.

(f) The fair market value of land, an easement, or other real property interest in exchange for land, an easement, or other real property interest as authorized by Subsection (b)(3) is conclusively determined by an appraisal obtained by the political subdivision. The cost of any streets, utilities, or other improvements constructed on the affected land or to be constructed by an entity other than the political subdivision on the affected land may be considered in determining that fair market value.

(g) A political subdivision may acquire or assemble land or real property interest, except by condemnation, and sell, exchange, or otherwise convey the land or interests to an entity for the development of low-income or moderate-income housing. The political subdivision shall determine the terms and conditions of the transactions so as to effectuate and maintain the public purpose. If conveyance of land under this subsection serves a public purpose, the land may be conveyed for less than its fair market value. In this subsection, "entity" means an individual, corporation, partnership, or other legal entity.

(h) A municipality having a population of 825,000 or less and owning land within 5,000 feet of where the shoreline of a lake would be if the lake were filled to its storage capacity may, without notice or the solicitation of bids, sell the land to the person leasing the land for the fair market value of the land as determined by a certified appraiser. While land described by this subsection is under lease, the municipality owning the land may not sell the land to any person other than the person leasing the land. To protect the public health, safety, or welfare and to ensure an adequate municipal water supply, property sold by the municipality under this subsection is not eligible for and the owner is not entitled to the exemption provided by Section 11.142(a), Water Code. The instrument conveying property under this subsection must include a provision stating that the exemption does not apply to the conveyance. In this subsection, "lake" means an inland body of standing water, including a reservoir formed by impounding the water of a river or creek but not including an impoundment of salt water or brackish water, that has a storage capacity of more than 10,000 acre-feet.

(i) A political subdivision that acquires land or a real property interest with funds received for economic development purposes from the community development block grant nonentitlement program authorized by Title I of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5301 et seq.) may lease or convey the land or interest, without the solicitation of bids, to a private, for-profit entity or a nonprofit entity that is a party to a contract with the political subdivision if the land or interest will be used by the private, for-profit entity or the nonprofit entity in carrying out the purpose of the entity's grant or contract. The land or interest may be leased or conveyed without the solicitation of bids if the political subdivision adopts a resolution stating the conditions and circumstances for the lease or conveyance and the public purpose that will be achieved by the lease or conveyance.

(j) A political subdivision may donate, exchange, convey, sell, or lease land, improvements, or any other interest in real property to an institution of higher education, as that term is defined by Section 61.003, Education Code, to promote a public purpose related to higher education. The political subdivision shall determine the terms and conditions of the transaction so as to effectuate and maintain the public purpose. A political subdivision may donate, exchange, convey, sell, or lease the real property interest for less than its fair market value and without complying with the notice and bidding requirements of Subsection (a).

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(k) This section does not apply to sales or exchanges of land owned by a municipality operating a municipally owned electric or gas utility if the land is held or managed by the municipally owned utility, or by a division of the municipally owned electric or gas utility that constitutes the unbundled electric or gas operations of the utility, provided that the governing body of the municipally owned utility shall adopt a resolution stating the conditions and circumstances for the sale or exchange and the public purpose that will be achieved by the sale or exchange. For purposes of this subsection, "municipally owned utility" includes a river authority engaged in the generation, transmission, or distribution of electric energy to the public, and "unbundled" operations are those operations of the utility that have, in the discretion of the utility's governing body, been functionally separated.

(l) The notice and bidding requirements provided by Subsection (a) do not apply to a donation or sale made under this subsection. A political subdivision may donate or sell for less than fair market value a designated parcel of land or an interest in real property to another political subdivision if:

(1) the land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling political subdivision;

(2) the donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and

(3) the title and right to possession of the land or interest revert to the donating or selling political subdivision if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 63(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1243, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 282, Sec. 1, eff. June 6, 1991; Acts 1993, 73rd Leg., ch. 110, Sec. 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 206, Sec. 2, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 429, Sec. 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 509, Sec. 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 948, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 17.01(40), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 311, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 296, Sec. 1, eff. May 29, 1999; Acts 1999, 76th Leg., ch. 405, Sec. 43, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 451, Sec. 1, eff. June 18, 1999; Acts 1999, 76th Leg., ch. 968, Sec. 1, eff. June 18, 1999; Acts 2001, 77th Leg., ch. 1121, Sec. 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1030, Sec. 1, eff. June 15, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 12.109(a), eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 12.109(b), eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 179, Sec. 1, eff. May 29, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 329 (H.B. 2690), Sec. 1, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 726 (H.B. 844), Sec. 1, eff. June 17, 2011.

Bidder's Initials _____

Exhibit "B"—Field Notes – Description of Property

Being 8.37 acres of land out of Lot 14 of the Water Board-Newark Subdivision, an addition to the City of Newark, Wise County, Texas, according to the plat recorded in Cabinet "A", Section 178, Plat Records, Wise County, Texas, being the same tract of land as deeded to the City of Newark in Volume 379, Page 637, Deed Records, Wise County, Texas;

BEGINNING a pipe found in the northwest corner of Lot 14 of the Water Board-Newark Subdivision, according to the plat recorded in Cabinet "A", Section 178, Plat Records, Wise County, Texas, being in the south right of way of Rogers Road;

THENCE with the north of Lot 14 and the south line of Rogers Road, North 89° 04' 58" East 675.23 feet to a pipe found for the northeast corner of Lot 14;

THENCE with the east line of Lot 14 and the west line of Marshall Drive, South 01° 29" 40" West 159.69 feet to a pipe found for corner at the beginning of a curve to the right with a Radius of 196.68 feet;

THENCE with the southeast line of Lot 14 and the northwest line of Marshall Drive with said curve to the right with a Radius of 196,68 feet and a Length of 133.34 feet (Chord: South 20° 54" 57" West 130.80 feet) to a pipe found for corner at the end of said curve;

THENCE continuing with the southeast line of Lot 14 and the northwest line of Marshall Drive with a curve to the left, South 40° 22' 30" West 413.38 feet to a capped iron stake found for corner at the beginning of a curve to the right with a Radius of 321.46 feet;

THENCE with the southeast line of Lot 14 and the northwest line of Marshall Drive with a with a curve to the right with a Radius of 321.46 feet and a Length of 126.54 feet (Chord: South 51° 39' 15" West 125.73 feet to an iron stake found for corner;

THENCE with the southeast line of Lot 14 and the northwest line of Marshall Drive, South 62° 53' 21" West 47.21 feet to a capped iron stake found for a lease agreement in Volume 1758, Page 745, Official Records, Wise County, Texas;

THENCE with the lines of said lease agreement the following calls:
North 26° 57" 23" West 56.79 feet to a capped iron stake found for corner;
South 63° 03' 42" West 63.08 feet to a capped iron stake found for corner;
North 27° 00' 42" West 42.92 feet to a capped iron stake found for corner;
South 63° 02' 27" West 100.12 feet to a capped iron stake found for corner;
South 27° 14' 28" East 100.16 feet to a capped iron stake set at the south corner of said lease agreement in the northwest line of Marshall Drive;

THENCE with a curve to the right with a Radius of 292.40 feet and a Length of 72.13 (Chord: South 69° 59' 18" West 71.85 feet) to an iron stake found for the south corner of Lot 14;

THENCE with a fence line in the west line of Lot 14, North 00° 14' 56" West 784.23 feet to the POINT OF BEGINNING, containing 8.37 acres of land, more or less.

Bidder's Initials _____

Exhibit "C"
BIDDER'S BOND

THE STATE OF TEXAS '

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WISE '

That we, _____, as Principal, and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Newark, a municipal corporation of Wise and Tarrant, Texas, in the sum of.
Dollars ($_____).

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the said Principal is submitting to the City of Newark a bid for the purchase of a parcel of City-owned property identified in the bid proposal as Parcel No. _____, in accordance with the terms and the conditions of the Bid Specifications, to which instrument reference is here made for all purposes;

NOW, THEREFORE, if the bid of the said Principal for the purchase of the above-identified parcel of land is accepted by the City of Newark and said Principal concludes the purchase of said parcel of land in strict accordance with the terms and provisions of said Bid Specifications, then this bond shall become null and void; but in the event said Principal is unable or fails to conclude the purchase of the said parcel of land in accordance with the terms and provisions of said Bid Specifications, the undersigned Principal and Surety shall be liable to the City of Newark for the full amount of this obligation, which is here and now agreed upon and admitted to be the amount of liquidated damages that will be suffered by the City of Newark on account of the failure of such Principal to comply with the bid terms. By stipulating the amount of this bond to be liquidated damages, the City of Newark does not thereby waive any other remedy available to it at law or in equity inasmuch as the terms and conditions of the City of Newark's instructions to bidders permit its securing from said Principal remedies other than monetary damages and thus unrelated to the bond herein created.

It is expressly agreed that if the bid of the Principal for the above-identified parcel of land is not accepted by the City of Newark, then the undersigned bidder or surety will be entitled, receipting therefore, to have this bond surrendered up and delivered back to said Principal and Surety.

This bond and all obligations created hereunder shall be performable in Wise County, Texas.

EXECUTED THIS _____ day of _____, A.D. 20___.

_____
(Principal)

ATTEST:

_____
(Secretary)

By: _____
_____
_____

ATTEST:

_____

(This is a suggested form of Bidder's Bond. Any other bond form will be subject to rejection if it fails to secure the City of Newark in the performance of the terms and conditions provided in the Bid Specifications)

Bidder's Initials _____

Exhibit "D"

Deed Without Warranty**

STATE OF TEXAS §

COUNTY OF WISE §

Date:

Grantor: City of Newark, Texas

Grantor's Mailing Address: P.O. Box 156, Newark, Texas 76071

Grantee: Buyers Name

Grantee's Mailing Address: Buyers Address
Buyers City, Buyers Zip, _____ County, Texas

Consideration: Ten Dollars ($10.00) and other good and valuable consideration.

Property (including any improvements):

[LEGAL DESCRIPTION]

Reservations and Exceptions from Conveyance:

The reservations, exceptions and covenants which are listed in the Special Warranty Deed conveying the property from the Tarrant County Water Control and Improvement District Number One to the City of Newark, recorded in the Wise County Deed Records.

** This is an example only – The City of Newark reserves the right to change any or all of the form of the deed

Validly existing easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for current year, which Grantee assumes and agrees to pay.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO CONCERNING OR WITH RESPECT

Bidder's Initials _____

TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OF ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR REGARDING THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON-ASSERTIONS BY GRANTOR WITH RESPECT TO THE PROPERTY CONDITION. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. UPON CONVEYANCE, AS BETWEEN GRANTOR AND GRANTEE, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, EVEN IF ARISING FROM EVENTS BEFORE CONVEYANCE, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. GRANTEE INDEMNIFIES, HOLDS HARMLESS AND RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS AND RELEASE GRANTOR FROM ANY LIABIITY FOR ENVIRONMENTAL PROBLEMS OR CONDITIONS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF

Bidder's Initials _____

GRANTOR'S REPRESENTATIVES, BUT NOT ANY WILLFUL ACTS OR OMISSIONS OR GROSS NEGLIGENCE OF GRANTOR OR GRANTOR'S REPRESENTATIVES.

GRANTEE INDEMNIFIES, HOLDS HARMLESS AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS OR CONDITIONS AFFECTING THE PROPERTY ARISING AS A RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER CONVEYANCE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS OR CONDITIONS AFFECTING THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE BID AMOUNT AND THE SUBSEQUENT PURCHASE PRICE HAVE BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT OT THE FOREGOING. GRANTEE ACKNOWLEDGES AND ACCEPTS ALL THE TERMS AND PROVISIONS BY ITS ACCEPTANCE HEREOF.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.
When the context requires, singular nouns, and pronouns include the plural.

GRANTOR

CITY OF NEWARK

_____
Mayor
City of Newark, Texas

Approved as to Form & Legality

_____
City Attorney
City of Newark

GRANTEE

_____
Name
Title

Bidder's Initials _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF WISE §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the City of Newark, a municipal corporation of the State of Texas, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2016.

_____
Notary Public in and for the State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF WISE §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of _____ and that he/she executed the same as the act of said _____ for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2016.

_____
Notary Public in and for the State of Texas

Bidder's Initials _____

Exhibit "E"

AFFIDAVIT OF NON-INTEREST

THE STATE OF TEXAS §
§
COUNTY OF WISE §

BEFORE me, the undersigned authority, a Notary Public in and for the State and County aforesaid, on this day personally appeared_____,
(Name)

who being by me duly sworn on oath stated to be:_____ of
(Position in business, if applicable)

_____,
(Name of business, if applicable)

the Bidder named and referred to in the bid proposal; and that said Bidder knows of no officer, agent, or employee of the City of Newark being in any way or manner interested either directly or indirectly in such bid proposal or proposed purchase of the Property the subject of the bid proposal.

_____
(Signature)

SWORN TO AND SUBSCRIBED before me this_____day of

_____, A.D. 20_____.

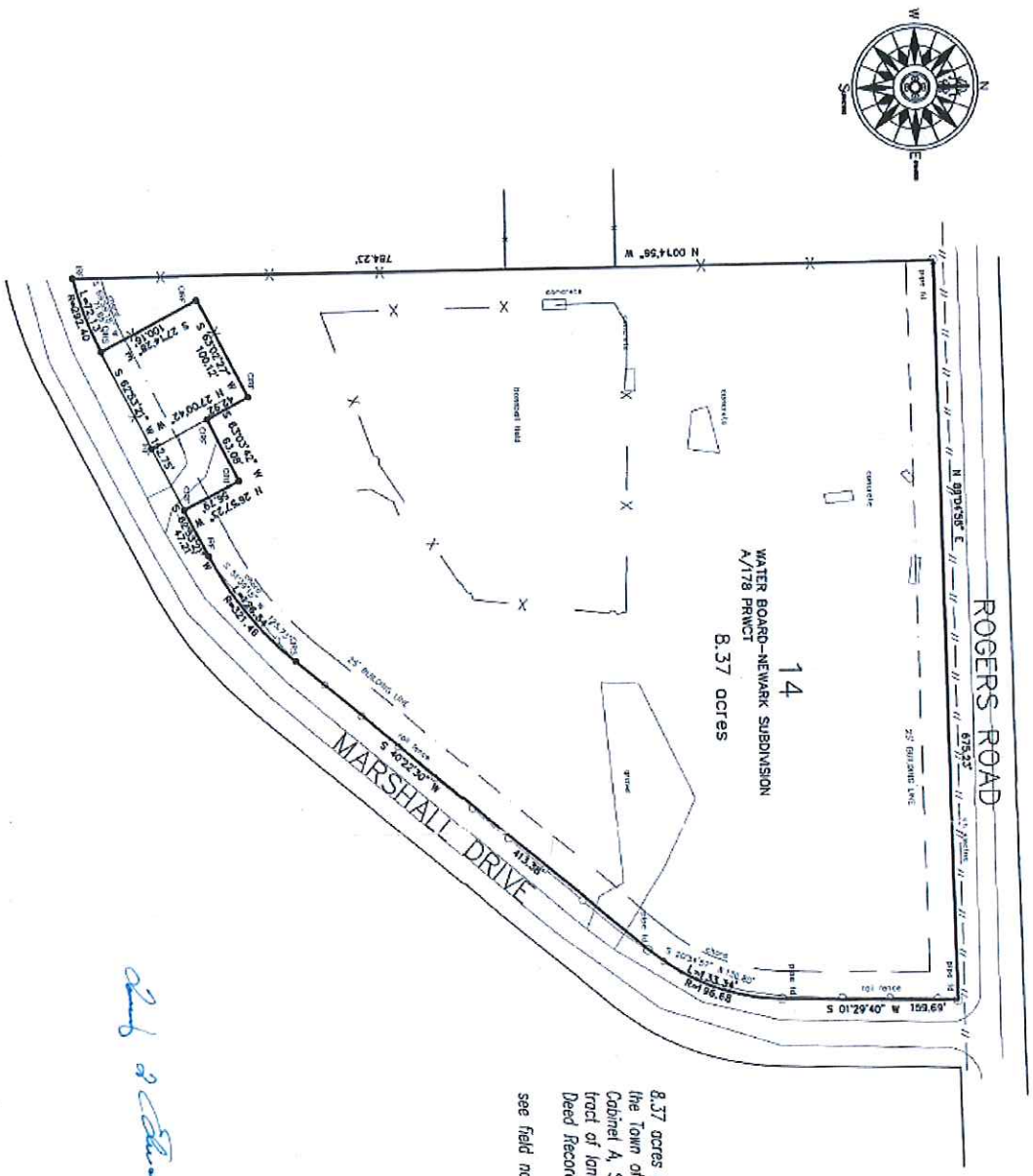
[SEAL]

_____
Notary Public in and for Wise County, Texas

Bidder's Initials _____

Exhibit "F"—Survey

COPYRIGHT ESLLC



8.37 acres of land out of Lot 14, WATER BOARD-NEWARK SUBDIVISION to the Town of Newark, Wise County, Texas, according to the plat recorded in Cabinet A, Section 178, Plat Records, Wise County, Texas, being the same tract of land as deeded to the City of Newark in Volume 379, Page 637, Deed Records, Wise County, Texas.

see field notes

This plat was prepared from a true and accurate survey as surveyed on the ground under my personal supervision on this date.

Tommy T. Edwards
Registered Professional Land Surveyor No. 1869

JOB # 2011-013
SURVEY DATE: January 26, 2011
DRAWING SCALE: 1"= 100'

OKLAHOMA CERT. AUTH. # 4780 EXP. DATE: JUN. 30, 2012

PROFESSIONAL SURVEYORS SINCE 1975
EDWARDS SURVEYING, L.L.C.
TEXAS LICENSED STATE LAND SURVEYING
TEXAS & OKLAHOMA PROFESSIONAL LAND SURVEYING
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DECATUR, WISE COUNTY, TEXAS 76234
(940)-627-2961 OFFICE
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CELEBRATING 35 YEARS OF LAND SURVEYING

Bidder's Initials _____

Exhibit "G"—Bid Form

CITY OF NEWARK, TEXAS, DEPARTMENT OF ADMINISTRATION

BID FORM

SURPLUS REAL PROPERTY

I, _____, have reviewed the foregoing *City of Newark Bid Specifications for Sale of Surplus Land*, and **subject to the terms, conditions and obligations therein, hereby submit a bid in the amount of $_____ dollars on** the real property particularly described by metes and bounds on Exhibit "B" to the *City of Newark Bid Specifications for Sale of Surplus Land*, located at Rogers Road and Marshal Drive in Newark, Texas and further identified as:

> 8.37 acres of land out of Lot 14, WATER BOARD—NEWARK SUBDIVISION to the town of Newark, Wise County, Texas according to the plat recorded in Cabinet A, Section 178. Plat Records, Wise County, Texas, being the same tract of land as deeded to the City of Newark in Volume 379, Page 637, Deed Records, Wise County, Texas.

I fully understand that in making this bid I am bound by the *City of Newark Bid Specifications for Sale of Surplus Land.* I fully understand that in order to be considered, my bid must be <u>received</u> by the City of Newark no later than 2:00 p. m. Central Standard Time on Friday, October 28, 2016. I understand that all bids are subject to acceptance or rejection at the discretion of the Newark City Council. I understand that all offers accepted are subject to final approval of the Newark City Council.

Attached hereto is my certified or cashier's check or bond in the amount of $10,000, made payable to the City of Newark, Texas, which represents my bid deposit under the *City of Newark Bid Specifications for Sale of Surplus Land*. I understand that if my bid is accepted and I fail and/or refuse, or am unable to close the transaction at the time of the delivery of the deed, my bid deposit will be retained as liquidated damages. I understand that the balance of a successful bid will be due upon delivery of the deed executed by the City.

Bidder's Initials _____

Grantee Name(s) to appear on deed if successful bidder:

1._____

2._____

I hereby certify that by signing this bid form that I have read the provisions contained in the *City of Newark Bid Specifications for Sale of Surplus Land*, including Exhibits thereto, and that I agree that the provisions will be strictly enforced in all respects.

Signature: _____

Address: _____

_____

Phone: _____

Email: _____

If bid is delivered: **SEALED BID FOR CITY OF NEWARK SURPLUS PROPERTY**
ATTN: CITY ADMINISTRATOR
209 Hudson Street
Newark, Texas 76071

If bid is mailed: City of Newark
P.O. Box 156
Newark, Texas 76071

Envelope must contain the words: **SEALED BID FOR CITY OF NEWARK SURPLUS PROPERTY, ATTN: CITY ADMINISTRATOR**

Bidder's Initials _____

Exhibit "G"—Bid Form

CITY OF NEWARK, TEXAS, DEPARTMENT OF ADMINISTRATION

BID FORM

SURPLUS REAL PROPERTY

I, _____, have reviewed the foregoing *City of Newark Bid Specifications for Sale of Surplus Land*, and **subject to the terms, conditions and obligations therein, hereby submit a bid in the amount of $_____ dollars on** the real property particularly described by metes and bounds on Exhibit "B" to the *City of Newark Bid Specifications for Sale of Surplus Land*, located at Rogers Road and Marshall Drive in Newark, Texas and further identified as:

> 8.37 acres of land out of Lot 14, WATER BOARD—NEWARK SUBDIVISION to the town of Newark, Wise County, Texas according to the plat recorded in Cabinet A, Section 178. Plat Records, Wise County, Texas, being the same tract of land as deeded to the City of Newark in Volume 379, Page 637, Deed Records, Wise County, Texas.

I fully understand that in making this bid I am bound by the *City of Newark Bid Specifications for Sale of Surplus Land.* I fully understand that in order to be considered, my bid must be <u>received</u> by the City of Newark no later than 2:00 p. m. Central Standard Time on Friday, October 28, 2016. I understand that all bids are subject to acceptance or rejection at the discretion of the Newark City Council. I understand that all offers accepted are subject to final approval of the Newark City Council.

Attached hereto is my certified or cashier's check or bond in the amount of $10,000, made payable to the City of Newark, Texas, which represents my bid deposit under the *City of Newark Bid Specifications for Sale of Surplus Land*. I understand that if my bid is accepted and I fail and/or refuse, or am unable to close the transaction at the time of the delivery of the deed, my bid deposit will be retained as liquidated damages. I understand that the balance of a successful bid will be due

Bidder's Initials _____

upon delivery of the deed executed by the City.

Grantee Name(s) to appear on deed if successful bidder:

1._____

2._____

I hereby certify that by signing this bid form that I have read the provisions contained in the *City of Newark Bid Specifications for Sale of Surplus Land*, including Exhibits thereto, and that I agree that the provisions will be strictly enforced in all respects.

Signature: _____

Address: _____

_____

Phone: _____

Email: _____

If bid is delivered: **SEALED BID FOR CITY OF NEWARK SURPLUS PROPERTY**
ATTN: CITY ADMINISTRATOR
209 Hudson Street
Newark, Texas 76071

If bid is mailed: City of Newark
P.O. Box 156
Newark, Texas 76071

Envelope must contain the words: **SEALED BID FOR CITY OF NEWARK SURPLUS PROPERTY, ATTN: CITY ADMINISTRATOR**

Bidder's Initials _____