

NOTICE OF SEALED BID FOR SALE OF REAL PROPERTY

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

Description: The Property known as the City of Mount Pleasant, (Mount Pleasant), Address TBD County Road 1312, by the Titus County Appraisal District Property ID 17855, consisting of approximately 1.51 acres of land.

The sale of the Property may be awarded to the bidder submitting a bid in accordance with the terms outlined below and providing the best value to the City.

It is the intention of the City to sell the Property based on the best value bid that is submitted. If in the judgment of the City the bids submitted do not represent the fair value of the Property, the City reserves the right to reject any and all bids. Should any bid be accepted, payment shall be made by earnest money deposit, subject to closing, and shall be deposited with the City, cashier's check or money order payable to the City of Mount Pleasant within three days of the award notice. Provisions of the sale of the Property shall include:

1. For the purchase of the real property in "as is" condition;
2. For the conveyance of the Property by special warranty deed, and the deed will specify the property is sold "as is";
3. For the Buyer to pay all survey fees and Appraisal;
4. For the Buyer to pay all fees, commissions and costs associated with closing the sale of the Property; Should the Buyer use a realtor, any such fees due the realtor will not be deducted from the bid/purchase price;
5. For the Buyer to assume all responsibility or liability for any environmental condition affecting the Property, or any clean-up or remediation that may be required by law;
6. For the development of the Property, acceptable to the City.
7. Bidder/Purchaser is responsible for obtaining any title history information and title insurance desired by Bidder/Purchaser;
8. Execute Contract for Sale and Purchase of Real Property.

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

Inspection of Property: Bidder/Purchaser and its agents or employees shall have the right to enter upon the Property during regular business hours (8 a.m. to 5 p.m.)

and upon reasonable notice and conduct such inspections, tests, and studies as they may deem necessary. Bidder/Purchaser must contact City Hall at (903) 575-4154 to

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

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

The Property will be sold "as is" with no warranties or representations as to suitability for any particular use. Conveyance of the Property will be by special warranty deed. By submitting a bid, each bidder agrees to waive and does hereby waive any claim the bidder has or may have against the City of Mount Pleasant, Texas, and the City's respective employees and representatives for the award of damages or attorney fees, arising out of or in connection with the administration, evaluation, or recommendation of any bid, waiver, deletion or amendment of any requirements under this Notice of Bid Opening, acceptance or rejection of any bids, and award of the bid. By submitting a bid, the bidder specifically waives any right to recover or be paid attorney fees from the City of Mount Pleasant, Texas, or any of the City's employees and representatives under any of the provisions of the Texas Uniform Declaratory Judgments Act (Texas Civil Practice and Remedies Code, Section 37.001, et. seq., as amended). The bidder acknowledges and agrees that this is the intentional relinquishment of a presently existing known right and that there is no disparity of bargaining power between the bidder and the City of Mount Pleasant, Texas.

By execution and submission of this bid, the bidder hereby represents and warrants to the City that the bidder has read and understands this Notice of Bid Opening and that the bid is made in accordance with the terms stated herein. Bidder acknowledges that it understands all terms herein, which include the waiver provisions, and that it had the right to consult with counsel regarding all applicable documents.

The City reserves the right to waive, delete or amend any of the requirements connected with this bid.

Bids shall be delivered in writing on the attached bid proposal form, signed by the bidder or an authorized representative, and enclosed in a sealed envelope mailed to the City of Mount Pleasant, City Secretary, 501 North Madison, Mt. Pleasant, Texas 75455, or can be delivered in person to City Hall, 501 North Madison, Mt. Pleasant, Texas 75455.

All bids shall be plainly marked "**SEALED BID TO PURCHASE REAL PROPERTY.**" Bids must be received before 3:00 p.m. on Wednesday, November 2, 2022 and any bid received after that time will not be considered. Use of the U.S. Postal Service, private delivery

companies, or courier services is undertaken at the sole risk of the bidder. It is the bidder's sole responsibility to ensure that the bid is in the possession of the issuing office by the deadline. The City will date and time-stamp each bid upon submission, and a receipt will be provided to the respective bidder.

Bidder's Representation:

By submitting its bid, Bidder represents that:

1. Bidder has read and understands this solicitation;
2. Bidder's bid is made in accordance with this solicitation;
3. Bidder's bid is based upon the information set forth in this solicitation; and
4. Bidder accepts the terms and conditions stated in this request for sealed bids.

City staff will publicly open, read and tabulate the bids at 3:00 p.m. on Wednesday, November 2, 2022, at City Hall, City of Mount Pleasant, 501 North Madison, Mt. Pleasant, Texas 75455.

Bidders may contact the City of Mount Pleasant, City Secretary at (903)575-4154 for clarifications and questions.

Titus CAD Web Map



8/11/2022, 1:47:55 PM

- Abstracts
- Parcels

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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Titus County Appraisal District BIS Consulting - www.bisconsulting.com
 Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.





MAP DATA

FEMA Special Flood Hazard Area: **No**
 Map Number: **48449C0250D**
 Zone: **X**

MAP LEGEND

-  Areas inundated by 500-year flooding
-  Areas inundated by 100-year flooding

Powered by CoreLogic

-  Protected Areas
-  Floodway

**CITY OF MOUNT PLEASANT, TEXAS
BID PROPOSAL FORM
Purchase of Real Property**

I hereby submit my proposal for the purchase of

ADDRESS: TBD County Road 1312, Mt. Pleasant, TX 75455

LEGAL DESCRIPTION: City of Mount Pleasant, (Mount Pleasant) Property ID 17855

BID AMOUNT: \$ _____

CHECK ONE:

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

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

NAME: _____

ADDRESS: _____

LICENSE NO.: _____

CERTIFICATIONS:

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

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

Initial: _____ The receipt of responses does not require the City to accept any bid, enter into any contract or to complete a sale or exchange. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND/OR WAIVE ANY INFORMALITIES.

Initial: _____ I understand that the property is purchased "as is, where is, with all

faults.”

Initial: _____ I understand that that if my bid is accepted by the City of Mount Pleasant, the bid amount shall be paid in full by cashier’s check or money order, made payable to the City of Mount Pleasant within three calendar days of the award notification. I hereby certify that I have read and understand the terms of this agreement as specified in the notice of sealed bid for sale of real property. I hereby approve and accept all of the conditions of this agreement.

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

BY: _____

TITLE: _____

FEDERAL ID# _____

SIGNATURE: _____

STATE OF TEXAS
COUNTY OF TITUS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

Notary Public, State of Texas