



INVITATION FOR BIDS

The City of Bedford's Council, at its regular meeting on July 12, 2011, approved Resolution No. 11-82 authorizing the solicitation for sale the following property located in the City of Bedford, Tarrant County, Texas:

Being a 0.473 acre tract of land in the Alexander Allen Survey, Abstract Number 11, in the City of Bedford, save and except the Brown Trail Right-of-Way, with physical address being 3200 Brown Trail, Bedford, Texas.

The City of Bedford will retain all oil, gas and mineral rights to the subject property.

Sealed bids addressed to David Miller, Deputy City Manager, (817.952.2106), 2000 Forest Ridge Drive, Bedford, TX 76021, will be received at City Hall until no later than **2:00PM, February 16, 2012**, and be publicly opened and read at that time. Bidders are not required to be present at the opening.

No environmental assessments have been performed on this property.

All properties are sold "AS IS", without any representation or warranty either expressed or implied as to whether any such property can be developed or used for any specific purpose or is otherwise free of any liability or impediment to the ownership, development or use of such property.

Specifications terms of sale and other information are available upon request at the City Secretary's Office, City Hall, 2000 Forest Ridge Drive, Bedford, Texas. No deposit or charge will be required for copies of the proposal and instructions to bidders. **The City of Bedford reserves the right to reject any or all bids and waive any and all informalities.**

s/s Jim Story
Mayor

s/s Michael Wells
City Secretary

1st Publication: 01/26/2012
2nd Publication: 01/30/2012
Newspaper: Fort Worth Star-Telegram

Instructions to Bidders

1. All conditions set forth in the Invitation for Bids and the Bid Proposal are hereby made a part of these instructions to bidders for all purposes.
2. The bidder's proposal shall be the bidder-completed form attached to these instructions.
3. All questions about the meaning or intent of the Invitation for Bids, Instructions to Bidders and the Bid Proposal shall be submitted to the Deputy City Manager in writing. Questions received less than three days prior to the date of opening of bids may not be answered. Only questions answered by formal written addenda will be binding.
4. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids. Bids may not be withdrawn after the opening. All bids shall remain open for a thirty (30) day period of time, but the City may, in its sole discretion, release any bid prior to that date.
5. It is expected that the City's evaluation of bids and award of same will be made within thirty (30) days of the bid opening. The award will be to the highest and best successful bidder. **However, the City of Bedford reserves the right to reject any and all bids.**
6. Only cash offers will be considered in making the award.
7. **All bids shall be accompanied by a cashier's check or money order payable to the City of Bedford for an amount not less than 10% of the total bid price.**
8. Cashier's checks and money orders of unsuccessful bidders will be returned to such bidders **only** after an award of the bid has been approved by the City Council.
9. The successful bidder will be required to enter into a Purchase Contract within 10 days of being awarded the bid. Failure to execute the Purchase Agreement within this 10 day period will result in this bid award being null and void.
10. The City of Bedford will maintain a Permanent Utility and Access Easement on the property, the exact boundaries to be determined by the bidder and the City after successful award of bid.
11. Should the successful bidder fail to close on the property within thirty (30) days after bid is approved by City Council, the City may retain the successful bidder's cashier's check or money order as specified above as liquidated damages.
12. The City of Bedford will convey ownership of the subject property by Special Warranty Deed (See attached example).
13. Possession of the property shall be given to the successful bidder upon full payment.
14. No commission fees shall be paid by the City.
15. The successful bidder, if the successful bidder requests it, shall pay the cost of a title insurance policy on the subject property. The successful bidder shall also pay all other expenses associated with closing.
16. All bids must be sealed in an envelope which has the name, return address and telephone number of the bidder on it and be addressed to the City of Bedford, Attention: Bid Opening, Address of Property, as set forth in the Invitation for Bids.
17. No environmental assessments have been performed on these properties.
18. The property and improvements are sold "AS IS," without any representation or warranty either expressed or implied as to whether any such property can be developed or used for any specific purpose, or is otherwise free of any liability or impediment to the ownership, development or use of such property.
19. **THE CITY OF BEDFORD WILL RETAIN ALL OIL, GAS AND MINERAL RIGHTS TO THE SUBJECT PROPERTY.**

RESOLUTION NO. 11-82

A RESOLUTION AUTHORIZING THE CITY MANAGER TO MOVE FORWARD WITH THE SALE OF THE CITY-OWNED PROPERTIES OF SOTOGRADE COMMUNITY BUILDING AND TENNIS CENTER LOCATED AT 3601 W. PIPELINE ROAD, EULESS, TEXAS, THE CENTRAL DRIVE WELL SITE LOCATED AT 2445 CENTRAL DRIVE, BEDFORD, TEXAS, AND THE BROWN TRAIL WELL SITE LOCATED AT 3300 BROWN TRAIL, BEDFORD, TEXAS.

WHEREAS, the City Council of Bedford, Texas desires to proceed with the sale of certain City-owned properties; and,

WHEREAS, the City Council of Bedford, Texas desires to proceed in a manner most advantageous to the City; and,

WHEREAS, the City Council of Bedford, Texas authorizes the preparation of a bid package or the services of a broker to move forward with the sale of certain City-owned properties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City Council authorizes the City Manager to move forward with the sale of Sotograde Community Building and Tennis Center, being all of Tract 22-A-R-1, part of Tract 22-R-1, and part of Tract 14-R, Sotograde addition in the City of Euleless.

SECTION 2. That the City Council authorizes the City Manager to move forward with the sale of the Central Drive Well Site, being a 0.460 acre tract of land in the Thomas Beedy Survey, Abstract Number 71, in the City of Bedford.

SECTION 3. That the City Council authorizes the City Manager to move forward with the sale of the Brown Trail Well Site, being a 0.473 acre tract of land in the Alexander Allen Survey, Abstract Number 11, in the City of Bedford, save and except the Brown Trail Right-of-Way.

PASSED AND APPROVED this 12th day of July 2011, by a vote of 7 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Bid Proposal

3300 Brown Trail, City of Bedford, Texas

_____, 2012

PROPOSAL OF

a corporation organized and existing under the laws of the State of _____

_____, a partnership consisting of

_____, the business name of

_____, an individual

TO: David Miller
 Deputy City Manager
 City of Bedford
 2000 Forest Ridge Drive
 Bedford, Texas 76021

PROPOSAL FOR:

Being a 0.473 acre tract of land in the Alexander Allen Survey, Abstract Number 11, in the City of Bedford, save and except the Brown Trail Right-of-Way, with physical address being 3200 Brown Trail, Bedford, Texas.

THE CITY WILL RETAIN ALL GAS AND MINERAL RIGHTS

The undersigned bidder has carefully examined the Invitation for Bids, Instruction to Bidders, this Bid Proposal, the site of the property to be purchased and the marketability of such property, and hereby binds himself/herself upon formal acceptance of his/her proposal to execute the various legal instruments required to transfer to the City's property referenced above to bidder. The undersigned bidder proposes to purchase all of a 0.473 acre tract of land in the Alexander Allen Survey, Abstract Number 11, in the City of Bedford, save and except the Brown Trail Right-of-Way, with physical address being 3300 Brown Trail, Bedford, Texas, for the following amount of cash:

\$ _____

The undersigned expressly agrees that ten percent (10%) of the undersigned's bid is reasonable liquidated damages that may be retained by the City of Bedford in the event the apparent best bidder is selected but fails to close on the property in accordance with generally accepted reasonable closing procedures. The undersigned agrees that failure to close will result in damages to the City of Bedford and the damages are, and will continue to be, impracticable and furthermore difficult to determine.

Respectfully submitted,

By: _____

Title: _____

Address: _____

Phone: _____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: _____, 2012

Grantor: City of Bedford, a municipal corporation

Grantor's Mailing Address (including county): 2000 Forest Ridge Drive
Bedford, Tarrant County, Texas

Grantee: _____

Grantee's Mailing Address (including county): _____
_____, Tarrant County, Texas

Consideration: _____ \$() cash and other good and valuable consideration, the receipt of which is hereby acknowledged, and for which no lien, expressed or implied, is retained in this deed.

Property (including any improvements):

See Exhibit "A" attached and made a part of this Deed for all purposes

Reservations from and Exceptions to Conveyance and Warranty:

- 1. SELLER WILL RETAIN ALL OIL, GAS AND OTHER MINERAL RIGHTS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE PROPERTY;** provided, however, Seller shall not have the right to use the surface of the Property for any purpose, including without limitation, for the purpose of mining, drilling, exploring, operating and developing such oil, gas and other minerals. Notwithstanding the foregoing, nothing shall prevent Seller from developing or producing the reserved oil, gas and other minerals by pooling or by directional or horizontal drilling under the Property from well sites located on tracts other than the Property.
2. This conveyance is made and accepted subject to all existing conditions, encumbrances, rights-of-way, easements, prescriptive rights, covenants and conditions, reservations or restrictions.
- 3. THERE ARE NO WARRANTIES OF GRANTOR. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PROPERTY OR ANY INFORMATION DELIVERED BY GRANTOR TO GRANTEE IN CONNECTION WITH THE PROPERTY. GRANTEE IS PURCHASING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS KNOWN OR UNKNOWN, PATENT OR LATENT, WITHOUT ANY REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, MERCHANTABILITY, SUITABILITY OR QUALITY, AND IN SOLE RELIANCE ON GRANTEE'S OWN INDEPENDENT INSPECTION, INQUIRY OR INVESTIGATION. GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER EXPRESS OR IMPLIED WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, PLATTING, SUBDIVISION, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, VALUATION, GOVERNMENT APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTERS OR THINGS RELATING TO OR AFFECTING THE PROPERTY. THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON.**
4. All presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts or shortages in area or boundary lines;

- 7. Any encroachments or overlapping of improvements;
- 8. Any assessments for prior years or change in land usage, ownership or both;
- 9. All zoning laws, regulations and ordinances applicable to the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty listed, does grant, sell and convey to Grantee the above described 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 heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, as set forth above, BY, THROUGH AND UNDER GRANTOR, BUT NOT OTHERWISE.

**GRANTOR
CITY OF BEDFORD, TEXAS**

BY _____

Beverly Griffith, City Manager

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:
STAN LOWRY, City Attorney

BY _____

GRANTEE

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Acknowledgment

The foregoing instrument was acknowledged before me on the _____ day of _____, 2012, by _____, as the act and deed of the **CITY OF BEDFORD, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the **CITY MANAGER** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public In and For
The State of Texas

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §

Acknowledgment

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2012, by _____, for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public In and For
The State of Texas

My Commission Expires

Notary's Printed Name

EXHIBIT “A”

Being a 0.473 acre tract of land in the Alexander Allen Survey, Abstract Number 11, in the City of Bedford, save and except the Brown Trail Right-of-Way, with physical address being 3200 Brown Trail, Bedford, Texas.