

**PROPOSAL TO THE CITY OF LEAGUE CITY FOR SURPLUS PROPERTY  
LOCATED ADJACENT TO 3015 SHADY LANE, LEAGUE CITY, HARRIS COUNTY, TEXAS**

\_\_\_\_\_, hereinafter “Buyer”, whether one or more, hereby proposes to purchase from the City of League City, (the “City”) that certain real tract or parcel of land containing approximately 0.019 acre (847 square feet) described in Exhibit “A” attached hereto, (hereinafter, the “Property”), according to the following terms and conditions.

1. Total Purchase Price: \$ \_\_\_\_\_
2. Deposit: Submitted with this proposal is a cashier’s check or money order payable to the City of League City in the amount of 2.5% of the Total Purchase Price, which is in this instance \$ \_\_\_\_\_. In the event the City accepts Buyer’s proposal, the Deposit amount shall be applied towards the Total Purchase Price. If this proposal is not accepted by the City the Deposit amount will be returned to Buyer without interest, within 30 calendar days of the City’s non-acceptance. The City’s responsibility to return the Deposit amount to Buyer shall extend only to depositing same in the U. S. mail to Buyer’s address provided below. If the City accepts Buyer’s proposal, and Buyer fails to pay the full amount due at Closing, the City shall return Buyer’s deposit amount, without interest, less \$500 which the City shall retain as liquidated damages.
3. Amount Due at or before Closing: At or before Closing, Buyer will pay the City, in the form of a cashier’s check payable to the City of League City in the amount of \$ \_\_\_\_\_, which amount is the difference between the Total Purchase Price and the Deposit amount.
4. Proof of Funds: Buyer hereby represents by submitting this proposal that Buyer is financially capable of obtaining and has ready access to sufficient funds to pay the Amount Due at Closing.
5. Proposal Duration: This proposal is good for ninety (90) days from the date executed by Buyer.
6. Possession: At the time of closing.
7. Closing Date: On or before forty (45) calendar days from the date of execution of this Agreement by the City, unless otherwise agreed to by the parties.
8. Survey: Buyer understands and acknowledges that the City is not providing a survey of the Property. The City does, however, hereby provide Buyer with permission, or right-of-entry, to have the Property surveyed prior to closing, the cost of such survey being the sole responsibility of Buyer. The cost of the survey shall not be deducted from the Property’s Purchase Price.
9. Conveyance document: The City shall prepare the conveyance document which shall be a Special Warranty Deed in a form acceptable to the City Attorney and which shall generally conform to the draft Special Warranty Deed included under Appendix A of this proposal.
10. Conveyance document recordation: The City is responsible for filing the fully executed and notarized conveyance document in the Official Public Records of Galveston County, Texas and for delivering, via U. S. mail, the original filed recorded instrument to Buyer within five (5) business days of the City’s receipt of the original recorded instrument from the Galveston County Clerk’s office.

11. Title Insurance Policy/Hold Harmless and Indemnification: Buyer understands and acknowledges that the City will not provide a title policy for the Property and Buyer hereby holds harmless and indemnifies the City from any defects in title of the Property.
12. Property Taxes: Buyer is responsible for payment of property taxes that may due, if any, prorated for the current fiscal year from the Closing date to the end of the calendar year.
13. Brokers' fees: The City shall pay no brokers' fees. Buyer's broker's fees are the sole responsibility of the Buyer and shall not be paid from the Purchase Price.
14. Bidder: The term "Bidder" includes the individuals or entities submitting this proposal, their spouses, and any individual, their spouse or entity with a shared controlling interest.
15. Bidder's Further Representations: The Bidder's submission of this proposal shall be considered conclusive evidence that Bidder has: (i) examined the applicable City codes and ordinances to determine if the Property can be used for Bidder's desired purposes; and (ii) checked for outstanding or pending code enforcement actions against the Property including but not limited to repair or demolition orders.
16. City Disclaimers: The City of League City hereby disclaims: (i) responsibility as to the accuracy or completeness of any information relating to the Property for sale and that the data in the newspaper advertisement is for information only; (ii) responsibility 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; and (iii) to the maximum extent allowable by law, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness of the Property for a particular purpose.
17. "As Is, Where Is, With All Faults: To the maximum extent allowed by law, the proposed purchase and conveyance is being 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 record. Taxes will be assessed from the date of closing, except that taxes for omitted Property, as defined in Section 25.21 of the Texas Property Tax Code, are the Purchaser's responsibility.
18. No Conflict of Interest: The Bidder has submitted with this proposal completed "No Conflict of Interest" Questionnaire.
19. Bidder hereby represents and certifies to the City of League City that there are no outstanding City of League City judgments against Bidder or Bidder's Property and that Bidder is not delinquent on the payment of any taxes or non-tax liens on Property owned by Bidder in the City of League City.
20. Bidder's Waivers and Releases:
  - a. Bidder hereby expressly waives any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness of the Property for a particular purpose.

- b. In the event of Bidder's death or mental incapacity, this proposal shall become null, void and unenforceable and the City of League City shall have no further obligation to Bidder, Bidder's estate, or Bidder's guardian. On behalf of Bidder, Bidder's heirs, or Bidder's estate, 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.
  
- c. Bidder hereby waives and releases any rights Bidder may have either now or in the future, to undertake any legal or equitable action against the City of League City itself and/or as Trustee for failure of the City to properly advertise or notice the sale of the Property or to properly conduct the sale of this Property and Bidder hereby covenants not to sue the City of League City, in connection with the advertisement, notice of the sale or the sale of this Property.

23. Expiration of Offer: 5:00 p.m., February 13, 2017.

**BIDDER'S RESIDENCY CERTIFICATION**

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that \_\_\_\_\_ is a resident bidder of Texas as defined in Section 2252.001(4), Texas Government Code.

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

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

Print Name \_\_\_\_\_

I certify that \_\_\_\_\_ is a Nonresident bidder as defined in Section 2252.001(3), Texas Government (Company Name) and our principal place of business is \_\_\_\_\_ (City and State)

For Buyer:

By: \_\_\_\_\_  
Printed Name:

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

By: \_\_\_\_\_  
Printed Name:

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

Address: \_\_\_\_\_  
Street City State Zip

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

For the City of League City, Texas:

By: \_\_\_\_\_  
John Baumgartner  
Deputy City Manager

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

Attest: \_\_\_\_\_  
Diana M. Stapp  
City Secretary

EXHIBIT "A"

PAGE 1 OF 1

0.019 Acre Tract

All that certain 0.019 acre (847 square feet) tract of land situated in the John Dickinson Survey, Abstract No. 15, Harris County, Texas, and being known as Reserve D of Ski Ranch Estates, an unrecorded subdivision in said John Dickinson Survey, said 0.019 acre tract being more particularly described as follows:

BEGINNING at the southwest corner of that certain tract or parcel of land conveyed to Ralph S. Dills and Radine A. Dills, Co-Trustees of the Dills Family Revocable Trust by instrument filed for record on August 14, 2002 under File No. W009708 in Film Code 555-22-0812, et seq, in the Official Public Records of Real Property of Harris County, Texas, hereinafter the "Dills Tract", said corner also being the northwesterly corner of said Reserve D, Ski Ranch Estates (unrecorded subdivision) and lying in the easterly right-of-way line of Shady Lane as conveyed to the City of League City, Texas by described in instrument filed for record on November 8, 1993 under File No. P547846 in Film Code 008-56-3925, et seq, in the Official Public Records of Real Property of Harris County, Texas;

THENCE S 02 deg. 08 min. 16 sec. W, along said easterly right-of-way line of Shady Lane, a distance of 30.00 feet to a point for corner of the herein described tract, being the southwesterly corner of said Reserve D, Ski Ranch Estates (unrecorded subdivision) and the most westerly northwest corner of that certain called 0.3365 acre tract of conveyed to Eric Land by instrument filed for record on April 25, 2005 under File No. Y812414 in Film Code 012-41-1125, et seq, in the Official Public Records of Real Property of Harris County, Texas, hereinafter the "Eric Land Tract";

THENCE S 68 deg. 04 min. 08 sec. E, along the most southerly common line of said Reserve D and the Eric Land Tract, a distance of 30.00 feet to a point for the southeasterly corner of said Reserve D;

THENCE N 02 deg. 08 min. 16 sec. E, along the most easterly common line of said Reserve D and the Eric Land Tract, a distance of 30.00 feet to a point for the northeasterly corner of said Reserve D on the southerly line of said Dills Tract;

THENCE N 68 deg. 04 min. 08 sec. W, along the most common line of said Reserve D and the Dills Tract, a distance of 30.00 feet to the PLACE OF BEGINNING and containing 0.019 acre (847 square feet) of land, more or less.

## Appendix A

Sample Special Warranty Deed

Reserve Price Calculation

Conflict of Interest Questionnaire

Aerial Location Map



GRANTOR AND GRANTEE HEREBY ACKNOWLEDGE THAT THE PROPERTY IS BEING CONVEYED "AS-IS", "WHERE-IS", AND WITH ALL FAULTS. GRANTOR HAS NOT MADE AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND TO GRANTEE (WHETHER ORAL OR WRITTEN), EXCEPT AS TO TITLE AS PROVIDED IN THIS DEED, REGARDING THE PROPERTY OF ANY NATURE, KIND OR CHARACTER WHATSOEVER, EITHER EXPRESSED OR IMPLIED.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the above-described Property, unto said Grantee, its successor and assigns, forever. Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GRANTOR:

CITY OF LEAGUE CITY, TEXAS:

By:

\_\_\_\_\_  
John Baumgartner  
Deputy City Manager

ACKNOWLEDGMENT

STATE OF TEXAS            }  
  }  
COUNTY OF GALVESTON    }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by John Baumgartner, Deputy City Manager of the City of League City, Texas.

\_\_\_\_\_  
Notary Public, State of Texas



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## RESERVE PRICE CALCULATION

Estimated Market Value of Res. D, Ski Ranch Estates, based average of HCAD Jan. 1, 2016 land market values of nearby properties on Shady Lane

Address	Owner	HCAD Market Value	Area in SF	MV/SF	k = 90%	Adj. MV/SF		
3003 Shady Lane	Rust, Glen A.	\$ 115,529.00	19,087	\$ 6.05	0.9	\$ 5.45		
3019 Shady Lane	Rafferty, David	\$ 113,835.00	17,739	\$ 6.42	0.9	\$ 5.78		
3023 Shady Lane	Kirk, Robert	\$ 227,432.00	35,016	\$ 6.50	0.9	\$ 5.85		
3027 Shady Lane	Massengale, Roy W.	\$ 239,168.00	57,084	\$ 4.19	0.9	\$ 3.77		
3103 Shady Lane	Putnam, Susan W.	\$ 92,022.00	26,940	\$ 3.42	0.9	\$ 3.07		
3015 Shady Lane	Land, Eric	\$ 112,384.00	14,922	\$ 7.53	0.9	\$ 6.78		
3011 Shady Lane	Dill Family Revocable Living Trust	\$ 222,889.00	26,194	\$ 8.51	0.9	\$ 7.66	<b>SF Area - Res D</b>	<b>Min. Price</b>
		\$ 1,123,259.00	196,982	\$ 5.70	0.9	\$ 5.13	<b>847</b>	<b>\$ 4,346.90</b>
							<b>Rounded:</b>	<b>\$ 4,345.00</b>

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

## OFFICE USE ONLY

Date Received

**1** Name of person who has a business relationship with local governmental entity.

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

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

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

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

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

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

Yes       No

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

Yes       No

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

Yes       No

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

**4**

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

\_\_\_\_\_  
Date



SHADYLN

NASARD

**League City Property  
next to 3015 Shady Lane**



March 7, 2016  
City of League City - GIS Department

The City of League City makes no claims  
to the accuracy of the map.  
It is intended for demonstrational purposes only.

