

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

ERIC WAINE LAND, 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: \$ 4,400.00
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 \$ 1,100.00. 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 \$ 3,300.00, 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.

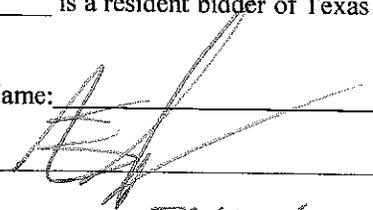
BIDDER'S RESIDENCY CERTIFICATION

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 ERIC WAYNE LAND is a resident bidder of Texas as defined in Section 2252.001(4), Texas Government Code.

Company Name: _____
 Signature: 
 Print Name ERIC LAND

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: ERIC WAYNE CARD
Printed Name:

Date: 11/14/2016

By: _____
Printed Name:

Date: _____

Address: 3015 SHADY LANE WEBSTER TX 77598
Street City State Zip

Phone: 281 960 1080 Cell Phone: SAME Fax: 281 922 1741

Email: eric@hwtblinds.com

For the City of League City, Texas:

By: _____
John Baumgartner
Deputy City Manager

Date: _____

Attest: _____
Diana M. Stapp
City Secretary



CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. ONE (1)

November 10, 2016

Bid Proposal for: **Bid 17-010 Surplus Property Sale**

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **BIDDERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THE SUBMISSION OF THEIR BID.**

Addendum as follows:

1. **Additional information uploaded:**
 - a. **ITB #17-010**
 - b. **Instructions to Bidders**
 - c. **General Specifications**

Questions/Answers in RED

2. **Is the reserve price the minimum that can be offered? YES**
3. **Can we select our own Title Company? As far as the City is concerned, it doesn't even need to close at a title company. The property is being sold "As-Is", "Where Is"; the City is not providing a survey or title policy.**

If you have any questions, please contact Cathleen Timmerman at cathleen.timmerman@leaguecity.com.

NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR BID DOCUMENTS.



Signature of Proposer



Date

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.

n/a

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.

n/a

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.

NONE

4

Signature of person doing business with the governmental entity

Date

[Handwritten Signature]
11/14