



The City of Grapevine
Bid Information Packet Number **RFB CVB212-2020**
Sale of Property and House at:
212 E. Texas Street, Grapevine, Texas 76051

The City of Grapevine is accepting bids for the following:

Surplus Land and Property
Single Family Residential Home, Built Circa 1955
8,364 acres Square Foot Site, with an approximately 1,918 Square Foot Home

Property Address:

212 E. Texas Street
Grapevine, Texas 76051

Bids will be accepted until:

Until a satisfactory bid is obtained.

Bids received and dated after the above time and date WILL NOT BE CONSIDERED FOR ACCEPTANCE.

Sealed bids should be addressed to:

Managing Director of CVB Operations, Finance & Administration
All bids must be in a SEALED ENVELOPE and *marked on the outside* of the envelope:
“Bid Packet Number RFB CVB212-2020, Sale of Home and Property at 212 East Texas Street, Grapevine, Texas”.

and will be received at:

Grapevine Convention & Visitors Bureau
Attn: Managing Director of CVB Operations, Finance & Administration
636 S. Main
Grapevine, Texas 76051

All bids must include two completed, signed copies of the Real Estate Contract and Declaration of Restrictive Covenants as well as the bid security.

An Information Packet describing the subject property may be picked up/examined from David Klempin, Historic Preservation Officer, 636 S. Main (Convention & Visitors Bureau), Grapevine, Texas 76051.

Bids can be submitted immediately and bidding will remain open until such time as a satisfactory bid is obtained. The City will retain ownership of the property until such time as a satisfactory bid is obtained. The successful bidder will be responsible for all transaction costs related to the transfer of the property, including, but not limited to; site survey, recording costs, current taxes due, and the purchase cost

of a title policy. The property and building will be sold as is and where is. Upon transfer of title to the successful bidder, the City of Grapevine will assume no responsibility for additional repair or improvement to the property.

The property will be available for inspection by appointment only. Please contact David Klempin, at (817) 410-3197.

To be accepted, a bid must be accompanied by a bid security instrument payable to the City of Grapevine, Texas, in an amount not less than five (5%) of the total base bid, in the form of either a cashier's check or certified check on a Texas bank or thrift with FDIC insurance. The bid shall include proof of certified funds equal to, or in excess, of the full amount of its bid as part of the bid amount. In addition, all bids must include two completed, signed copies of each of the Real Estate Contract (Exhibit "B") and Declaration of Restrictive Covenants (Exhibit "C"). Upon submittal of a bid, Purchaser acknowledges the existence of and agrees to the Historic Preservation Design Guidelines Ordinance. All necessary forms are included with this packet. Bids must be received in a sealed envelope.

All bids will be presented to the City Council at which time the City reserves the right to accept or reject any or all bids and to waive informalities in bid responses. No bid may be withdrawn within thirty (30) days after the date of which bids are opened. The successful bidder must close on the property within thirty (30) days of the City Council's approval of the bid in order to avoid termination of the contract, penalty payments, and/or forfeiture of the bid security instrument.

Minimum bid:

The minimum bid is \$250,000. Bids can be submitted immediately and bidding will remain open until such time as a satisfactory bid is obtained. Should an acceptable bid not be received, the City will retain ownership of the property.

City contract for additional information:

Any additional questions, requests for inspection or other information sought may be obtained by calling, David Klempin at (817)410-3197, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

Bidder responsibilities:

The highest bidder will be responsible for all transaction costs related to the transfer of the property, including, but not limited to recording costs, current taxes due and the purchase cost of a title policy.

Conditions of sale:

This property and building will be sold as is and where is. Upon transfer of title to the successful bidder, the City of Grapevine will assume no responsibility for additional repair or improvement to the property.

Property identification:

Lot 1, block 36, Original Town of Grapevine, located at 212 E. Texas Street, City of Grapevine, Tarrant County, Texas (as shown on Exhibit "A")

Property description:

The subject property consists of a single family residential home with an approximate building area of 1,918 (approximate) square feet situated on an approximate 8,364 square foot site, additional property description shown on Exhibit "D". The subject property, is currently zoned commercial in the City of Grapevine Ordinance with Historic Landmark restrictions as shown in Exhibit "E"., However, a condition of the sale will be the rezoning of the property to residential. As such, the property is subject to Historic Preservation Design Guidelines as shown in Exhibit "F". Future exterior modifications require a Certificate of Appropriateness from the Grapevine Historic Preservation Commission. The new owner will be able to

complete the interior to their own specifications. No interior review is needed by Historic Preservation Commission. All City building codes do apply.

BID PROPOSAL FORM

I hereby submit my proposal for the purchase of the property at:

Property Address: **212 East Texas St. Grapevine, TX 76051**

Legal Description: **Lot 1, Block 36 Original Town of Grapevine.**

Bid Amount: _____

Bid Security Amount (5% of Bid Amount): _____

THE CITY OF GRAPEVINE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND/OR WAIVE ANY INFORMALITIES.

I understand that the property is purchased “as is, where is, with all faults.” I further understand that if my bid is accepted by the Grapevine City Council, the bid security amount shall be retained by the City and the bid amount shall be paid in full by cashier’s check or money order, made payable to the City of Grapevine within thirty (30) 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.

(Bidder’s Signature)

(Bidder’s Name)

(Address)

(Telephone Number)

(Date)

SITE AND ADJOINING ACCESS EASEMENT



EXHIBIT "B"

CONTRACT FOR PURCHASE AND SALE

This **Purchase and Sale Agreement** ("Agreement") to buy and sell real property is entered between Seller and Buyer as identified below and is effective on the date set forth in Section ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Agreement, acknowledgement by Title Company of receipt of this Agreement.

Seller: City of Grapevine, Texas

Seller's Address 200 S. Main, Grapevine, Texas 76051

Seller's Attorney BOYLE & LOWRY, L.L.P.

Purchaser:

**Purchaser's
Attorney**

Property: 212 East Texas Street, Grapevine, Tarrant County, Texas, and more particularly described as Lot 1, Block 36 Original Town of Grapevine, an addition of the City of Grapevine, Tarrant County, Texas.

Title Company:

Earnest Money:

Closing Date: **Maximum 60** days after the Effective Date

Purchase Price:

RECITALS

- A. Seller owns certain real property (the "**Land**") located in the City of Grapevine, Tarrant County, Texas, containing 8,364 square feet, more or less, in the aggregate, more particularly described in Section 1 of this Agreement.
- B. The Land includes an approximately 1,918 square foot, circa 1955 single family residence.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Agreement for the Purchase Price, which is commonly known as 212 East Texas Street, Grapevine, Tarrant County, Texas, and more particularly described as Lot 1, Block 36, Original Town of Grapevine, an addition of the City of Grapevine, Tarrant County, Texas.

2. **Title, Survey, and Environmental Reports.**

(a) Not later than ten (10) days after the Effective Date, Seller shall, at Purchaser's expense, deliver to Purchaser:

(i) a current commitment for an Owner's Policy of Title Insurance for the Land from the Title Company, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession with respect to the Property; and,

(iv) an on- the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a Texas Registered Property Land Surveyor or another surveyor satisfactory to Title Company and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors required for obtaining deletion of the survey exception in the Title Policy (the "Survey"). The Survey shall show the boundaries of the Property and all improvements located thereon. Purchaser and Seller agree that the legal description set forth in the Survey shall be used for the deed and other documents prepared and executed at Closing.

(v) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

3. **Closing Date.**

(a) The closing of the sale of the Property shall occur on the Closing Date at the Title Company, or at such other time as may be agreed in writing by the parties.

(b) The purchase price, as recited herein, shall at closing be paid as follows:

(i) Purchase price net to Seller:

4. **Closing Deliverables.**

(a) At the closing of the Property, Seller shall deliver to the Title Company:

(i) a special warranty deed, in form and substance reasonably acceptable to Seller, conveying good and indefeasible title to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions, excluding the mineral rights, such mineral rights being reserved by the Seller;

(ii) such documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Purchaser;

(iii) any Restriction Agreement duly executed by Seller, if any; and

(ii) possession of the Property, free of parties in possession, if any, except those occupying under current lease agreements.

- All projects are on the completion schedules (on-time) provided in January
- All projects are within budget

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price; and Net to Seller:

5. Taxes.

Purchaser understands and acknowledges that the Property is currently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Purchaser. Seller shall not be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, as any become due and payable.

6. Closing Costs.

(a) Purchaser hereby agrees to pay and be responsible for the following closing cost with respect to the closing of the Property:

(i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(ii) Seller share of Title Company's escrow fees;

(iii) all fees and costs for the Survey;

(iv) all fees and premiums for any endorsements to the Basic Owner's Title Policy;

(v) all costs and expenses incurred by or on behalf of the Purchaser, including Purchaser's attorneys' fees;

(vi) such other incidental costs and fees customarily paid by sellers of real property in Tarrant County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Seller hereby agrees to pay and be responsible for the following closing cost with

respect to the closing on the purchase of the Property:

- (i) all costs and expenses incurred by or on behalf of the Seller, including Seller's attorneys' fees;

7. Conditions to Closing.

Closing on the sale of the Property shall be conditioned upon:

- (i) Seller having delivering marketable title and/or Owner's Policy of Title issuance; and
- (ii) Delivery of special warranty deed.
- (iii) Release of any lien or encumbrance, lis pendens or other title impediment.

8. Permitted Exceptions.

Purchaser acknowledges and agrees that the Property will be conveyed by Seller at closing subject to the Special Warranty Deed and any acceptable restrictions therein. The (i) zoning, (ii) lien for current taxes, (iii) environmental condition, (iv) matters appearing on Schedule B of the Title Commitment that were not cured and to which Purchaser failed to object or otherwise waived objection shall be deemed to be Permitted Exceptions.

9. Representations and Covenants.

Seller represents and covenants that: (a) it has authority to enter into this Agreement; and (b) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment), and it will not hereafter encumber the Property. Purchaser represents that it has authority to enter into this Agreement. The only representations made by any party concerning the Property and this Agreement are as set out in this Agreement.

10. Condition of Property Sold As-Is.

- (a) Purchaser represents that as of the Bid Date that it:
 - (i) will have fully inspected the Property; and
 - (ii) will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Property.
- (b) Except with respect to the quality of the title being conveyed by Seller pursuant to this Agreement, Purchaser acknowledges and agrees that Seller has made no representations, warranties,

guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Purchaser by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement.

(c) Purchaser waives, releases and forever discharges Seller, its officers, employees and agents and their respective successors and assigns, collectively referred to as the "Released Parties," of and from any and all suits, legal or administrative proceedings, claims or demands, actual damages, punitive damages, losses, liabilities, interest, attorney's fees, expenses of whatever kind in nature, in law or in equity, known or unknown (collectively referred to as "liabilities"), that the Purchaser ever had, now has, or in the future may have, against any of the Released Parties based upon, or arising indirectly or directly out of (i) the condition, status, quality or nature of the Property; and (ii) the existence, presence or conditions of asbestos and any toxic or hazardous material in or under the Property. The Purchaser also agrees to indemnify, defend, and save harmless the Released Parties from and against any and all liabilities that any of the Released Parties may incur or become responsible for, as a result of any claims by any persons or entities whatsoever, including, but not limited to, any governmental authorities, based upon or arising directly or indirectly out of, the matters described in the preceding sentence, but Purchaser's indemnification will only relate to such claims that first arise during and in connection with Purchaser's ownership of the Property, to the extent permitted by law.

The warranties, representations, agreements, indemnification and release set forth in this Paragraph 10 shall survive closing, and shall be incorporated into the deed.

11. Risk of Loss.

Seller shall bear the risk of loss if any cause whatsoever until the time of closing. In the event that the improvements and/or the property is substantially damaged or destroyed the Purchaser may terminate this agreement and shall be released from any future obligation to close or pay rent under any prior Lease Agreement.

12. Reservation of Minerals: Waiver of Surface Rights.

(a) Purchaser agrees that Seller, for itself and its successors and assigns, as their interests may appear, reserves from this conveyance unto Seller all oil, gas and other minerals owned by Seller located in and under and that may be produced from the Property to the extent not reserved by prior grantors; provided, however, Seller, for itself and its successors and assigns agrees to waive all surface rights and other rights of ingress and egress in and to the Property, and agrees that in conducting operations with respect to the exploration for and production, processing, transporting and marketing of oil, gas and other minerals from the Property, that no portion of the surface of the Property will be used, occupied or damaged and that fixtures, equipment, buildings or structures used in connection with the exploitation of the reserved mineral, oil and gas rights, shall not be placed on the surface of the Property. Seller shall not be restricted or prohibited from the pooling or unitization of the portion of the mineral estate owned by Seller with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations will in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property. The foregoing reservation of minerals and Seller's waiver of surface rights set forth above shall survive closing be included in substance in the special warranty deed.

13. Remedies.

If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. If Seller defaults, Purchaser's sole remedy shall be to terminate this Agreement and obtain a refund of the Earnest Money. No termination shall occur pursuant to a default until the non-defaulting party has provided written notice of default not less than ten (10) days prior to the proposed date of termination and the defaulting party has failed to cure the default; provided, however, if all parties have fully performed and all conditions to Closing have been satisfied other than the signing of documents close on the sale of the Property and one party fails to perform such necessary acts to deliver funds and execute documents required for Closing, on the date of Closing, then this Agreement shall terminate one (1) business day after demand is made to the non-performing party and the party continues to fail to close on the transaction, with the Earnest Money being paid to the party ready, willing, and able to close on the sale.

14. Notices.

Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed. In addition, copies of notices shall be provided to the party's attorney at the addresses indicated above.

15. Term.

This Agreement shall be effective on the Effective Date and, except for the provisions of this Agreement that survive termination, shall terminate:

- (a) on the closing date of the sale of the Property to Purchaser;
- (b) on the date mutually agreed by the parties; or
- (c) the date the Agreement is terminated pursuant to Section 11, above.

16. **Miscellaneous.** This Agreement is subject to the following additional provisions and conditions:

(a) *Entireties.* This Agreement contains the entire agreement of the parties pertaining to the Property.

(b) *Modifications.* This Agreement may only be modified by a written document signed by both parties.

(c) *Assignment.* Purchaser may not assign its rights under this Agreement to any entity without the express written consent of Seller; provided, however, that Purchaser may, upon written notice to Seller but without the requirement of prior written consent from Seller, assign this Agreement to an entity in which Purchaser or its principals owns a majority interest or to an entity that is controlled by another entity in which Purchaser or its principals owns a majority interest.

(d) *Time is of the Essence.* Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

(e) *Effective Date.* The Effective Date of this Agreement shall be the last date on which the authorized representatives of all parties have signed this Agreement.

(f) *Non-Business Day.* If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, federal holiday, or a day on which Seller's main offices are not open for regular business, then the end of such period shall be extended to the next day that is not one of the foregoing described days.

(g) *Zoning.* The Property is currently zoned commercial. As a condition of purchase, Purchaser must apply for and obtain a change in zoning to residential use only. If, for any reason, that required change zoning case is not approved within sixty (60) days of the Effective Date, the Contract would be voided and the deposit instrument will be fully refunded. "Seller assumes no obligation to change the current zoning on the Property.

(h) *Brokers.* The parties represent and warrant that they have not worked with any broker relative to this transaction and that the brokerage commission is due and payable upon the Closing under separate agreement. To the extent allowed by law, each party shall indemnify each other from any claim for brokers' commissions relative to the sale of the property and alleged to be due. Purchaser does represent and disclose that certain of its officers and employees are licensed real estate agents or brokers in the State of Texas.

(i) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(j) *Legal Construction.* In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(k) *Law Governing.* This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(l) *Survival of Covenants.* Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive.

(Signatures on Following Page)

SIGNED AND AGREED this the _____ day of _____, 2020.

By: _____

SIGNED AND AGREED this the _____ day of _____, 2020.

By: _____

RECEIPT OF CONTRACT

Title Company acknowledges receipt of a copy of this Agreement executed by both Seller and Purchaser on the ____ day of _____, 2020.

By: _____

Name: _____

Title: _____

Exhibit “C”

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this “Declaration”) is made as of the _____ day of _____, 2020, by the City of Grapevine, a Texas Home Rule City located principally in Tarrant County, Texas (“City”).

WHEREAS, City is the owner of certain real property located in Tarrant County, Texas more particularly described as Lot 1, Block 36, Original Town of Grapevine, located at 212 E. Texas Street, City of Grapevine, Tarrant County, Texas (the “City Property”);

WHEREAS, the City intends to sell the City Property after complying with all provisions of the Texas Local Government Code relative to the sale of land;

WHEREAS, the City has decided that the City Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants hereinafter set forth.

1. Prohibited Uses. No Portion of the City Property shall be used for the following purposes:

- a. Gasoline Service Station
- b. Any use not allowed as a principal use by applicable City zoning provisions and land use category
- c. Bar or Lounge
- d. Bowling Alley
- f. Bingo Parlor
- g. Pool Hall
- h. Theater (including Motion Picture Theater)
- i. Used Clothing
- j. Flea Market
- k. Massage Parlor
- l. Any sexually oriented business as defined by City Ordinance
- m. Adult Book Store
- n. Video Sale or Rental
- o. Arcade
- p. Liquor Store
- q. Outdoor Sales

2. Use Restrictions.

Use of the City Property shall be limited solely to single-family residential uses as affirmatively listed in the City of Grapevine Zoning Ordinance. Short-term rentals, defined as the rental or offer for rental of any dwelling or any portion of a dwelling for a period of less than 30 days is prohibited.

3. Affirmative Requirements for any Subsequent Purchaser (the "Purchaser")

Design Guidelines. The Purchaser agrees to adhere to and abide by the Design Guidelines prepared for the City Property and approved by the Grapevine Historic Preservation Commission, which are incorporated herein by reference.

4. Binding Effect and Duration. These covenants shall remain in force and effect for a period of twenty-five (25) years from the date of execution of this instrument and shall be perpetually extended for additional continuous periods of five (5) years unless terminated by written agreement of the City and the then current owner of the City Property.

5. Amendments. This Declaration may be amended only pursuant to a written amendment executed by the City and the then current owner of City Property and recorded in the Deed Records of Tarrant County, Texas.

6. Enforcement. The City shall have the right (but not the duty) to enforce the provisions of the Declaration. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any part of this Declaration, either to restrain or to recover damages. Failure by the City to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

7. Severability. Invalidation of one or more of the covenants, conditions and restrictions contained herein, or any portion thereof, by a judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect. In the event any provision of the instrument requires an act that would violate any law, ordinance or regulation promulgated by a governmental body having jurisdiction, then the actions so required herein shall be excused and such law, ordinance or regulation shall control.

8. Interpretation. The section headings appearing in the instrument are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section hereof.

EXECUTED as of the date first above written.

CITY OF GRAPEVINE:

City Manager

AGREED TO BY PURCHASER:

By: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, _____ on this day personally appeared
_____, known to me or proved to me on the oath of _____ or
through _____ (description of identity card or other document) to be the
person whose name is subscribed to the foregoing instrument, and acknowledged to me that he
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day
of _____, 2020.

SEAL

NOTARY PUBLIC
State of Texas

SITE AND ADJOINING ACCESS EASEMENT

