



BID SPECIFICATIONS

Sale or Exchange of Real Property

Approximately 6.046 acres of land situated in the James Williams Survey, Abstract No. 1606, Parker County, Texas, and being that certain called 6.046 acre tract described in instrument to Town of Annetta North, recorded under Clerk's File No. 201424557, Official Public Records, Parker County, Texas; also identified as Parker County Appraisal District Property ID No. R000099453; and generally being located west of and adjacent to FM5 and approximately 1,000 feet south of Annetta Centerpoint Road.

**SECTION 1.
PURPOSE**

The Town of Annetta North, Texas (“Town”) is accepting sealed bids for the sale or exchange of all or a portion of the Property hereinafter described. These bid specifications set forth certain instructions, terms, and conditions that apply to the sale or exchange of the Property. The Town desires to sell or exchange all or a portion of the Property, and will consider a cash sale, a no-cash exchange, or an exchange with additional cash consideration.

**SECTION 2.
DESCRIPTION OF PROPERTY**

The “Property” consists of the following real property and any improvements thereon:

Approximately 6.046 acres of land situated in the James Williams Survey, Abstract No. 1606, Parker County, Texas, and being that certain called 6.046 acre tract described in instrument to Town of Annetta North, recorded under Clerk's File No. 201424557, Official Public Records, Parker County, Texas; also identified as Parker County Appraisal District Property ID No. R000099453; and generally being located west of and adjacent to FM5 and approximately 1,000 feet south of Annetta Centerpoint Road. The Property is shown on the depiction attached hereto as Exhibit “A”.

**SECTION 3.
INSTRUCTIONS TO BIDDERS**

3.01 Preparation of Bids:

- A. Due Date. Bids must be received by the Town by June 15, 2026, at 3:00 p.m. Central Standard Time. Bids should be submitted to the Town Secretary, Sheila Elmore, at P.O. Box 1238, Aledo, Texas 76008. Delivery of bids via the use of the U.S. Postal Service or any other service 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 Town by the deadline.

- B. Form. Bids must be submitted with the signed bid form attached hereto as Exhibit “B”. Bidders may include any other such information with the bid submittal in addition to the bid form, and should include, at a minimum:
 - 1. Identification of the specific portion of the Property the bidder seeks to purchase or exchange.
 - 2. A description of the consideration offered, including cash, property to be exchanged, or both.

3. If land is offered in exchange, a legal description or a sufficient description of the property to be conveyed to the Town.
 4. Any other information the bidder believes will assist the Town in evaluating the benefit of the offer to the Town.
- C. Cash consideration. Any monetary amount, whether to be paid by Town or bidder, must be included with the bid and expressed in dollars and cents.
- D. Other consideration. Any proposed terms to the transaction other than cash consideration or exchanged real property should be clearly set forth in the bid.

3.02 Evaluation and Bid Award. Town staff will open, review, and evaluate the bids received at Annetta Methodist Church, Fellowship Hall, 2836 FM 5, Annetta, Texas, on June 16, 2026 at 6:00 p.m. In order for a bid to be awarded, Town Council must officially award the bid at a special or regular Town Council meeting. **The Town, in its sole discretion, may elect not to accept any bid, and may reject any and all bids for any reason.** The bidder submitting the awarded bid may be sometimes referred to hereafter as the “Buyer.”

3.03 Best Value. The Town Council may award the bid that is determined to provide the best value to the Town. The Town Council will evaluate the following factors in determining which bid provides the best value for the Town:

- The acreage of the property to be exchanged for the Town’s Property
- The value of the property to be exchanged for the Town’s Property
- The location of the property to be exchanged for the Town’s Property
- The desired use of the Town’s Property.
- Cash consideration, whether to be paid or received by Town
- Other terms of the transaction which may be proposed by bidder

3.04 Additional Documents. After the Town has awarded the bid, the Buyer must execute a contract of sale or exchange, which must be on a form acceptable to the Town. The Town Council, in its sole discretion, may authorize the Mayor, in consultation with Town consultants, to negotiate, finalize, and execute the contract and all closing documents concurrently with the bid award. In the event the Buyer will not execute the contract of sale or exchange on a form required by the Town, the Town Council may then cease negotiations with the selected bidder and consider other bidders who have submitted a bid in compliance with these Bid Specifications.

**SECTION 4.
TERMS AND CONDITIONS**

4.01 Amendment. The Town reserves the right to waive, delete, or amend any of the requirements connected with this bidding process.

4.02 Rejection of Bids. The Town Council reserves the right to reject any or all bids at any time for any reason. A submitted bid may be rejected if it is not in compliance with these Bid Specifications.

4.03 Non-Payment of Brokerage Fees. The Town will not pay a brokerage or real estate agent fee on the sale or exchange of the Property or for any property proposed to be exchanged.

4.04 Ad Valorem Taxes. Should there be any tax payments due, it is specifically understood and agreed that the Buyer will be purchasing or acquiring the Property subject to such tax liabilities and will be responsible for payment thereof. By acceptance of a deed from the Town, the Buyer is put on notice that the land conveyed to him could thereafter be subject to assessment for all taxes.

4.05 Conveyance Instruments. The deeds conveying the Property and any property exchanged shall be in the form commonly referred to as a "Special Warranty Deed" under which the parties will warrant title ". . . by, through, or under itself, but not otherwise . . . ," and the conveyances shall be subject to all easements, public utilities, restrictions, covenants and conditions of record. The Property will be conveyed "AS IS, WITH ALL FAULTS", without representations or warranties as to condition or suitability for any particular use.

4.06 **WAIVER OF CLAIMS. BY SUBMITTING A BID, EACH BIDDER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM OR ACTION THE BIDDER HAS OR MAY HAVE AGAINST THE TOWN OF ANNETTA NORTH, TEXAS, AND THE TOWN'S RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES, AND REPRESENTATIVES, IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, 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 THESE BID SPECIFICATIONS, 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 DAMAGES OR ATTORNEY FEES FROM THE TOWN OF ANNETTA NORTH, TEXAS, OR ANY OF THE TOWN'S OFFICERS, OFFICIALS, 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) OR ANY OTHER REMEDY AT LAW. 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 TOWN OF ANNETTA NORTH, TEXAS.

4.07 Acknowledgment. By execution and submission of a bid, the bidder hereby represents and warrants to the Town that the bidder has read and understands these Bid Specifications 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.

Exhibit B

Bid Form

BID FORM

I, _____, the undersigned, authorized on behalf of _____, submit a bid for the following Property:

Approximately 6.046 acres of land situated in the James Williams Survey, Abstract No. 1606, Parker County, Texas, and being that certain called 6.046 acre tract described in instrument to Town of Annetta North, recorded under Clerk's File No. 201424557, Official Public Records, Parker County, Texas; also identified as Parker County Appraisal District Property ID No. R000099453; and generally being located west of and adjacent to FM5 and approximately 1,000 feet south of Annetta Centerpoint Road.

Pursuant to the foregoing Bid Specifications, the undersigned bidder having examined the specifications with related documents and the site of the Property to be acquired and being familiar with all the conditions surrounding the sale/purchase or exchange of the Property, hereby proposes a final bid, which includes all information required by the Bid Specifications and any other information which will assist the Town in evaluating the benefit of the offer.

The undersigned, as bidder, declares that the person or parties interested in this bid as principals are those named herein; that the undersigned has the authority to submit this bid, that the bidder has carefully examined the Bid Specifications, is bound by the terms and conditions of the Bid Specifications, and certifies that the bid and offer contained in the bid have been carefully checked and are submitted as correct and final.

Signature: _____

Printed Name: _____

Title: _____

Name of Firm/Entity: _____

Date: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____