



**THE CITY OF FORT WORTH
CENTRAL ARLINGTON HEIGHTS
SEALED BID PURCHASE AGREEMENT**

In accordance with section 272.001 of the Local Government Code and in order to stimulate competition, prevent favoritism, and secure the best possible price, the City of Fort Worth (the “City”) is accepting bids for the nine properties in the highly sought after Arlington Heights neighborhood listed in this sealed bid purchase agreement. The City will only accept bids for all nine properties. The City is not offering the properties for sale individually. Prior to the sealed bid opening, the City will hold a meeting with prospective bidders on [DATE] at [TIME] p.m. at [LOCATION] and a due diligence site visit of the properties on [DATE] at [TIME] p.m. All prospective bidders are strongly encouraged to attend these meetings before submitting a bid packet.

As a condition of the sale, the City will require (i) that the properties be redeveloped in accordance with the prevailing architectural style and residential nature of the surrounding historic community; (ii) that the properties be redeveloped as to not aggravate flood risks to surrounding homes and properties; and (iii) that any residential structures remaining or constructed on the properties be elevated with a final finished floor elevation of at least two feet above the 100-year base flood elevation (collectively, the “Conditions”). The successful bidder cannot sell the properties to another developer for redevelopment but must undertake the development project themselves.

The Conditions will be administered by the City’s Stormwater Management Division and will be enforced through deed restrictions with a right to re-purchase in favor of the City or other mechanism acceptable to the City. The full Conditions are included Exhibit B – “Arlington Heights Design Standards and Guidelines for Redevelopment.” The successful bidder also agrees to hold a community meeting with area residents to discuss the bidder’s development plans.

In order to accomplish its goals, the City proposes to sell the properties to the bidder who will provide the best value to City’s taxpayers as determined by (i) the amount of the bid, (ii) the number of houses that the bidder will elevate and remodel in accordance with the City’s Conditions and (iii) degree of compliance with the Neighborhood Community Development Checklist—included as Exhibit C—based upon input from a neighborhood stakeholders group. The properties will not be sold for less than their fair market value of \$ _____, as determined by an appraisal obtained by the City. Homes in the Arlington Heights neighborhood sell between \$x and \$x and on average properties in the area have roughly doubled in value since YEAR. See Exhibit F for photos of existing homes.

The evaluation criteria will be as follows:

EVALUATION CRITERIA

	Maximum Points (100)
Bid Amount Highest bid will receive 70 points Bids up to 5% lower than the highest bid will receive 65 points Bids 6% to 10% lower than the highest bid will receive 60 points Bids 11% to 15% lower than the highest bid will receive 55 points Bids more than 15% lower than the highest bid will receive 50 points	70
The number of existing houses that the bidder will elevate and remodel in accordance with the City’s Conditions—Exhibit B Four points each for: 2212 Carleton Ave 2224 Carleton Ave 2300 Carleton Ave 2213 Western Ave One point for each remaining property	20

<p>*No points will be awarded for 2205 Western</p> <p>Note: Points are assigned for home elevation since the neighborhood has a preference for elevating existing homes over the tear down/rebuild option</p>	
<p>Degree of Compliance with the Neighborhood Community Development Checklist—Exhibit C—based upon input from the neighborhood stakeholders group</p>	<p>10</p>

STANDARD INSTRUCTIONS

1. A complete bid packet with “Central Arlington Heights Project” written outside of the envelope must be submitted for the Property. Bid packets received without the written project name or any other element of a complete bid packet stipulated in this document will be automatically rejected.
2. Each item below must be included in the bid packet to the City of Fort Worth Purchasing Department located at 200 Texas Street in the Lower Level of City Hall, Fort Worth, Texas 76102 by the advertised sealed bid sale date for the bid to be considered valid. Faxed, mailed, e-mailed, or bid packets sent by UPS, Fed-Ex or any other delivery service will NOT be accepted. Bids will be opened and read aloud in the Fort Worth Council Chambers, located at 200 Texas Street, Fort Worth, Texas 76102 at **2:00 p.m.** on the advertised sale date.

A COMPLETE BID PACKET INCLUDES THE BELOW ITEMS:

- a. Proof of Certified Fund Letter including a point of contact from a qualified approved financial institution.
**The City of Fort Worth recognizes your certified Fund Letter from your legal banking institution as an offer to purchase the advertised property.*
- b. Evidence satisfactory to the City, as provided by a qualified approved financial institution, that the bidder has the financing necessary to comply with the City’s Conditions
- c. Bidder’s initials on each page
- d. The General Conditions, Exhibit C, and Exhibit D must be signed by the Bidder or Bidder’s Authorized Representative.
 - i. Exhibit A – “Special Warranty Deed including Conditions”
 - ii. Exhibit B – “Arlington Heights Design Standards and Guidelines for Redevelopment”
 - iii. Exhibit C – “Neighborhood Community Development Checklist”
 - iv. Exhibit D – “No Title Policy Statement”
 - v. Exhibit E – “No Conflict of Interest Statement”
 - vi. Bids submitted on behalf of an organization, trust, or a business entity, must include the proper signatory authority documentation (i.e. Secretary of State Information, Articles of Incorporation, Bylaws, or Trust Documents) evidencing the representative’s authority to sign on behalf of the organization, trust, or business entity for this sealed bid purchase agreement.

City staff will proceed in depositing the successful bid amount and preparing the deed for appropriate signatures and recording.

If you do not understand the bidding instructions, the bid packets, or any part thereof, please consult the attorney of your choice prior to submitting your bid form.

THE DEADLINE FOR TURNING IN THIS FORM IS [DATE] BY 1:30 P.M.

3. Timeline

The following table identifies events and deadlines for this Sealed Bid Purchase Agreement:

Event	Date	Location
NOS Issued	XXXdate 1- 1 week Date 2 week 2 For 2 months total	XXX
Pre-proposal meeting	XXX- week 3	XXX
Due Diligence Site Visit	Week 4 Then a month to Identify 1 or 2 days that PMD would be onsite for those interested in looking inside/around the properties- need to have staff at each house to allow each proposer the time they need for each property- discuss with PMD	Western & Carleton Avenue Properties listed under
Deadline to submit questions from both pre- proposal meeting and due diligence site visit	XXXweek 5	Purchasing Department, 200 Texas St., Fort Worth, Texas 76102. Attn:
Response to questions	XXXweek 6	
Offer Due Date	XXXweek 10	XXX
Anticipated preliminary award	XXX	XXX
Community meeting (Before the developer begins their project, a community meeting must be held by the developer to share with the community their plans and provide a point of contact for questions during development)	XXX	TBD

THE CITY OF FORT WORTH
 CENTRAL ARLINGTON HEIGHTS SEALED BID
 PURCHASE AGREEMENT/BID FORM
GENERAL CONDITIONS
(Bid Form – Please Read Carefully)

Bidder's Name: Please print name(s) to appear on deed _____

Bidder's Address: _____

Bidder's City, State, Zip Code: _____

Bidder's E-mail address: _____

Bidder's Telephone Number: _____

I hereby make a bid to purchase the following properties (the "Property") in accordance with the terms and conditions contained herein:

Street No.	Street Name	Block/Lot/Addition	Tarrant Appraisal District Account No.	Bidder will elevate and remodel the <u>existing</u> houses in accordance with the City's Conditions—Exhibit B	Bidder will build a <u>new</u> home that is elevated and constructed in accordance with the City's Conditions – Exhibit B
2212	Carleton Avenue	Block 5, Lot 10 Hillcrest Addition	01274406		
2216	Carleton Avenue	Block 5, Lot 11 Hillcrest Addition	01274414		
2220	Carleton Avenue	Block 5, Lot 12 Hillcrest Addition	01274422		
2224	Carleton Avenue	Block 5, Lot 13 Hillcrest Addition	01274430		
2300	Carleton Avenue	Block 5, Lot 14 Hillcrest Addition	01274449		
2221	Western Avenue	Block 5, Lot 27 Hillcrest Addition	01274597		
2213	Western Avenue	Block 5, Lot 29 Hillcrest Addition	01274619		
2205	Western Avenue	Block 5, Lot 31 Hillcrest Addition	01274635		
2201-2203	Western Avenue	Block 5, Lot 32 Hillcrest Addition	01274643		

1. Total Bid Amount \$ _____

(Bid amount in word form) _____

2. In the table above, please note on which properties you agree to elevate and remodel the existing houses in accordance with the City's Conditions, included in Exhibit B, by writing "yes" or "no." Also please indicate which lots you intend to build a new home that is elevated and constructed in accordance with the City's Conditions, included in Exhibit B, by writing "yes" or "no". Note that you must indicate which option you intend to pursue for each property.

Bidder's Initial _____

The City is not required to accept any bid or offer to complete the sale and the City reserves the right to reject any and all bids for any reason.

I understand and acknowledge that by submitting this bid I am making an offer to purchase the Property and that if my offer is accepted by the City of Fort Worth, **I hereby agree to abide by all of the terms of this Sealed Bid Purchase Agreement.** The offer is accepted and this agreement becomes binding when the Fort Worth City Council approves the sale of the Property to the buyer and the buyer tenders to the person designated by the City to accept full payment by a bank certified check or cashier's check.

NO DEPOSIT IS REQUIRED

REJECTION OF BIDS

The City is not required to accept any bid or offer to complete the sale and the City reserves the right to reject any and all bids for any reason.

AS-IS

I understand that the Property is purchased **"as-is, where is, with all faults."** I understand that it is my responsibility to check for (i) outstanding or pending City of Fort Worth Code Enforcement actions including but not limited to repair or demolition orders, (ii) roadway access to the Property, (iii) floodplain status, (iv) zoning, and (v) all other due diligence matters or Property conditions. I understand that the City of Fort Worth disclaims responsibility as to the accuracy or completeness of any information relating to the Property for sale and the data in the public advertisement is for information only. The transaction, to the maximum extent allowed by law, is 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 records. The City of Fort Worth specifically disclaims any warranties of habitability or suitability for a particular purpose. **I understand that the City of Fort Worth is not responsible 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. I understand that the City of Fort Worth is specifically exempt by Texas Property Code 5.008(e) from providing a seller's disclosure concerning the condition of the Property.**

PURCHASE PRICE

The successful bidder will be notified by mail to pay the full purchase price for the Property within seven (7) business days from the date of the request for payment letter. **The request for payment will be sent after Council approval of the sale which is typically about two months after the date of the bid opening.**

If my bid is accepted, I will pay in full the purchase price by Certified Bank or Cashier's Check, made payable to the City of Fort Worth within seven (7) business days of the payment request letter.

The City will not be responsible for undelivered payments by the U.S. Postal Service regular mail. **The City will have the right to offer the property to the next highest bidder if the successful bidder does not pay the full purchase price in the time and manner as set forth above.**

WAIVER AND RELEASE

I am solely responsible for bringing the Property into compliance with all applicable laws including federal and state statutes and regulations as well as City charter and ordinances.

BY SUBMITTING THIS PROPOSAL, I HEREBY WAIVE AND RELEASE ANY RIGHTS I MAY HAVE, EITHER NOW OR IN THE FUTURE, TO UNDERTAKE ANY LEGAL OR EQUITABLE ACTION AGAINST THE CITY OF FORT WORTH FOR FAILURE OF THE CITY TO FULLY ADVERTISE OR NOTICE THE SALE OF THE PROPERTY OR TO PROPERLY CONDUCT THE SALE OF THE PROPERTY AND HEREBY COVENANT NOT TO SUE THE CITY OF FORT WORTH OR AGENTS OF THE CITY OF FORT WORTH. I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO MAKE AN INSPECTION OF THE PROPERTY. UPON MY DEATH OR MENTAL INCAPACITY, THE BID SUBMITTED SHALL BECOME NULL, VOID AND UNENFORCEABLE AND THE CITY OF FORT WORTH SHALL HAVE NO FURTHER OBLIGATION TO MY ESTATE, MY GUARDIAN OR ME. ON BEHALF OF MY HEIRS, MY ESTATE OR MYSELF, I HEREBY WAIVE ANY RIGHTS I MAY HAVE TO AN AWARD OR CONVEYANCE OF THE PROPERTY IN THE EVENT OF MY DEATH OR MENTAL INCAPACITY.

NO TITLE POLICY AND NO CONFLICT OF INTEREST

I understand the City of Fort Worth will not provide a title policy for the Property. I understand that if I decide that I would like a title policy, it is my responsibility to obtain one. Attached is my executed Exhibit "A" (NO TITLE POLICY STATEMENT) and my executed Exhibit "B" (NO CONFLICT OF INTEREST STATEMENT).

SPECIAL WARRANTY DEED

The conveyance of the property will be by Special Warranty Deed from the City of Fort Worth, and will be subject to all easements, restrictions, reservations, right-of-way, dedications and other encumbrances of record or apparent upon the Property. The form of the Special Warranty Deed is included in Exhibit "A."

THE CITY IS NOT REQUIRED TO ACCEPT ANY BID OR OFFER TO COMPLETE THE SALE AND THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS FOR ANY REASON.

I have read and understand the terms of this sealed bid purchase agreement. I hereby approve and accept all of the conditions contained herein.

Bidder's Printed Name

Bidder's or Bidder's Authorized Representative's Signature

Bidder's Address

City State Zip

Phone Number

Email Address

(Exhibit A)

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

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, subject to the conditions and limitations set forth below (the "Conditions"), the **CITY OF FORT WORTH**, a home-rule municipal corporation of the State of Texas ("Grantor"), whose address for the purposes hereof is 200 Texas Street, Fort Worth, Texas 76102, Attn: City Manager, for and in consideration of the furtherance of Grantor's public purposes and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto **[GRANTEE]**, a **[ENTITY]** ("Grantee"), whose address for the purposes hereof is **[ADDRESS]**, Attn: **[CONTACT]**, those certain tracts or parcels of land located in Tarrant County, Texas, and being more particularly described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by this reference for all purposes, together with all and singular the improvements, buildings, structures and fixtures located thereon or attached thereto (all of such land, improvements and property are collectively referred to herein as the "Property"); provided, however, that this conveyance is made and accepted subject to ad valorem taxes for the current year and all those certain easements, covenants, restrictions and other matters of record in Tarrant County, Texas, on the date hereof, to the extent the same are valid and subsisting and affect the Property (the "Permitted Exceptions").

This Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to a reservation of minerals by Grantor as hereinafter set forth in this paragraph. Grantor hereby reserves and excepts out of this Deed and the conveyance hereinabove set forth all of Grantor's existing interest in and to any and all oil, gas and other minerals on, in or under the Property (the "Reserved Interest"). The Reserved Interest in and to the minerals shall (a) participate, in its proportionate share, in any and all payments due under any oil, gas and mineral leases covering the Property, including, without limitation, payments of bonus, royalty, delay rentals and shut-in royalties, and (b) be subject to the terms, provisions and conditions of any presently existing oil, gas and mineral leases now or hereafter covering the Property or any portion thereof. Notwithstanding participation of the Reserved Interest in any payments due under any oil, gas and mineral lease, Grantor waives all right of ingress and egress upon the surface of the Property and further waives all right which Grantor may now or hereafter have to use the surface of the Property in connection with any operations for the exploration or production of oil, gas or other minerals. Nothing herein contained shall ever be construed

to prevent the Grantor, or Grantor's successors, or assigns, from developing or producing the oil, gas and other minerals in and under the Property by pooling or by directional drilling under the Property from well sites located on tracts outside the Property, provided that any such pooling or directional drilling under the Property does not conflict with the Conditions contained herein.

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, **"AS IS," WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.** Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Grantor's warranty of title set forth herein), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of hazardous materials in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of any diligence items provided by Grantor, (s) tax consequences, or (t) any other matter or thing with respect to the Property. **GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY, AND GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED AND SHALL SURVIVE CLOSING.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the Conditions (as hereafter defined); and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successors and assigns, against

every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise; subject, however, to the Permitted Exceptions and the Conditions.

This conveyance is made subject, however, to the following additional conditions and limitations (collectively, the “Conditions”):

- (i) Grantee shall commence, or cause to be commenced, the new construction or redevelopment of a single family residential structure on each lot included within the Property (the “Project”) in accordance with that certain set of plans and specifications entitled Arlington Heights Design Standards and Guidelines for Redevelopment, dated _____ 2022, prepared by the City of Fort Worth’s Stormwater Management Division (the “Design Standards and Guidelines”), or, in accordance with any changes to the Design Standards and Guidelines that may be approved in writing by Grantor. Grantee shall commence construction of the Project no later than December 1, 2023, and shall diligently and continuously pursue completion, or cause the completion, of the Project so that the single-family residential structures can be habitable as soon as practicable thereafter but in no event later than thirty (30) months from the date that this Special Warranty Deed is recorded in the Official Real Property Records of Tarrant County, Texas; and
- (ii) Grantee shall ensure that the Project is completed in accordance with all applicable federal, state, and local laws, statutes, ordinances, codes, and regulations, including the City of Fort Worth’s Historic Preservation Ordinance; and
- (iii) Grantee shall obtain, at no cost to Grantor, all permits, approvals, map revisions, and other authorizations from all applicable governmental authorities and agencies as may be necessary or appropriate for the completion of the Project; and
- (iv) Until the completion of the Project, Grantor shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the Conditions; and
- (v) Until the completion of the Project, Grantee shall, no less than once every six months, submit a report to Grantor documenting the progress of the Project and Grantee’s adherence to the Conditions; and
- (vi) Grantee shall ensure that any subsequent conveyance or lease of the Property from Grantee references and incorporates the Conditions contained herein and includes a notice, in accordance with the form attached hereto as Exhibit C, that the Property is located in an area that, even though not located in a FEMA identified floodplain, has been subject to recurring flooding in the past, should be considered flood-prone, and remains at risk of severe flooding that may cause damage to structures, vehicles, landscaping, fencing, and other improvements.
- (vii) If (a) Grantee fails to commence construction of the Project on or before the date specified in the above Conditions or such other date agreed to by Grantor and Grantee in writing, or (b) Grantee

fails to cause completion of the Project so that the single family residential structures can be habitable on or before the date specified in the above Conditions or such other date agreed to by Grantor and Grantee in writing, or (c) following completion of the Project, the Property is not maintained in accordance with the Conditions, then in any of such events Grantee agrees that Grantor has an option and first right of refusal to purchase the Property from Grantee for the original sales price ("Repurchase Right"), which Repurchase Right and interest is reserved by Grantor from the conveyance set forth herein. Grantor shall have the right to exercise such Repurchase Right by delivering written notice of such exercise to Grantee at any time after the occurrence of any of the conditions described in this paragraph, and within sixty (60) days after such written notice, Grantee will convey the Property to Grantor in consideration for Grantor's payment to Grantee of an amount equivalent to the original sales price.

Grantee assumes, and agrees that Grantor shall have no liability or obligation to pay, taxes for the remainder of the year after the Effective Date of this conveyance to Grantee and subsequent years in respect of the Property, unless and until Grantor exercises the Repurchase Right to purchase the Property from Grantee and the repurchase deed is delivered by Grantee to Grantor.

The Repurchase Right and all other rights retained or reserved by Grantor in this Special Warranty Deed shall be the property of and shall inure to the benefit of Grantor, its successors and assigns, and are not appurtenant to any tract of real property owned by Grantor.

This document may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument. When the context requires, singular nouns and pronouns include the plural.

EXECUTED to be effective as of this ____ day of _____, 2022.

GRANTOR: THE CITY OF FORT WORTH

By: _____
Name: Dana Burghdoff
Title: Assistant City Manager

Attest:

Jannette S. Goodall
City Secretary

M&C: _____
Date: _____

APPROVED AS TO LEGALITY AND FORM

Bidder's Initial _____

Matthew A. Murray
Assistant City Attorney

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF TARRANT

§§

This instrument was acknowledged before me on this the date of _____, 2022, by Dana Burghdoff, Assistant City Manager of the City of Fort Worth, a Texas home-rule municipal corporation on behalf of said City of Fort Worth.

Notary Public, State of Texas

Printed Name:

My Commission Expires:

GRANTEE: [

By: _____

Name: []

Title: []

(Acknowledgment)

**THE STATE OF TEXAS
COUNTY OF TARRANT**

§ 2

This instrument was ACKNOWLEDGED before me on _____, 2022 by _____, _____ of _____, a _____, on behalf of said _____.

Bidder's Initial _____

DRAFT 6/15/2022

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

AFTER RECORDING RETURN TO:

CITY OF FORT WORTH

c/o Property Management Dept.

200 Texas Street

Fort Worth, Texas 76102

Bidder's Initial _____

Exhibit C to Special Warranty Deed

FLOOD RISK NOTICE

The property located at _____, although not located in a FEMA identified floodplain, has been subject to recurring flooding in the past. The property should be considered flood-prone and remains at risk of severe flooding that may cause damage to structures, vehicles, landscaping, fencing, and other improvements.

The following photograph shows the June 27, 2016 flooding which impacted the Western & Carleton area of Arlington Heights. This specific photo shows flooding at 2209/2211 Western and 2213 Western. The frequency of the storm was estimated to have a 4% chance of happening in a given year and is also known as the 25 year event.



Examples of the flooding in the area are readily available on YouTube and other online sources. Flooding information can also be requested from the City of Fort Worth.

(Exhibit B)

Arlington Heights Design Standards and Guidelines for Redevelopment

(Exhibit C)

Neighborhood Community Development Checklist

The information provided in this checklist will be used by the neighborhood stakeholders group to evaluate and rank each bidder's proposal. The evaluation committee will use the neighborhood stakeholders' group rankings to assign points, up to a maximum of ten, for inclusion in the overall evaluation.

Neighborhood stakeholders group ranking system:

Exceptional(10 points), Excellent (8 points), Good (6 points), Fair (4 points), Acceptable (2 points), should we have a Poor (0 points)- I could see a developer not doing any of these things I think it's good to have the Poor option.

The bidder is committed to the following optional actions (check all actions that apply):

____ Preserve as many existing trees as possible- see Exhibit C-2 for information on existing trees

Mark up the existing tree plan and provide it back with the bid package to identify trees the developer plans to save.

Bidder's Initial _____

____ Provide flood mitigation benefits to additional properties through low impact development techniques such as:

- ____ Permeable paving
- ____ Gutters connected to rain barrel/rain harvesting systems
- ____ Dry wells for overflow drainage from rain barrel system
- ____ Rain gardens or bioswales

____ Developer is committed to salvage to the extent practicable- If any of the homes will be demolished, provide the plan to salvage (recover/recycle) from the home(s)

Structure retention and elevation (please complete Exhibit C-1 on the following page)

Notes:

- Homes with an asterisk have been identified as a higher priority for elevation based on feedback from the neighborhood stakeholders group. If elevated and remodeled in accordance with the City's Conditions, these homes will be awarded four points each.
- See Exhibit B—Arlington Heights Design Standards and Guidelines for Redevelopment (page ____) for list of existing structure finished floor elevations and Base Flood Elevations (BFE) and an exhibit of the Non-FEMA Flood Risk mapping.
- See Exhibit B—Arlington Heights Design Standards and Guidelines for Redevelopment (page ____) for additional information related to historic structures and the Secretary of Interior (SOI) Standards for the Treatment of Historic Properties.

(Exhibit C-1)

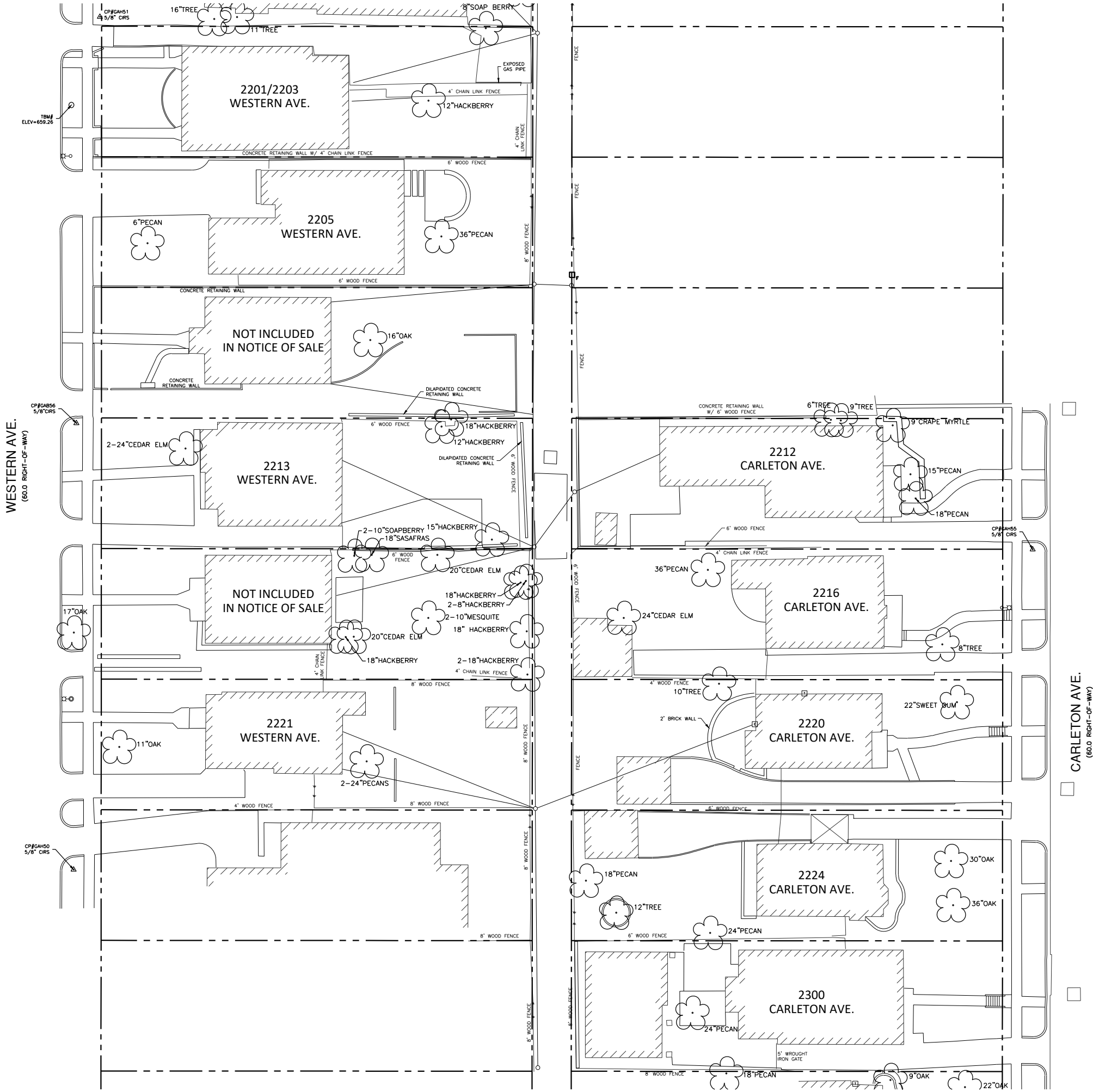
Address	Elevation of Existing Structure 2' above Base Flood Elevation and in accordance with the City's Conditions (yes or no)	Elevation in Accordance with Secretary of the Interior Standards (SOI) for the Treatment of Historic Properties (yes or no)	If following SOI standards is proposed, briefly explain how:
2212 Carleton*			
2216 Carleton			
2220 Carleton			

2224 Carleton*			
2300 Carleton*			
2221 Western			
2213 Western*			
2201-2203 Western			
2205 Western		Not applicable	Not applicable

Exhibit C-2

Insert Tree Survey Here

ACAD Rel: 24.1s (LMS Tech)
Filename: N:\SW\Drawings\CV-ALL-PL-TREESURV.dwg
Last Saved: 5/17/2022 5:31 PM Saved By: cj

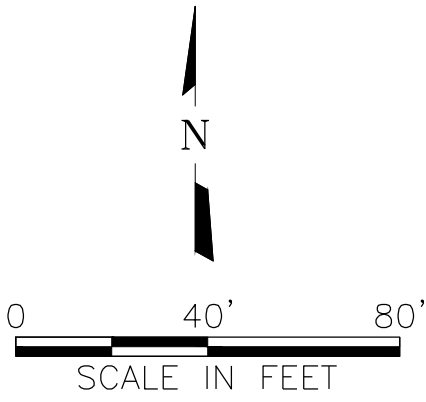


LEGEND

--- PROPERTY LINE

🌳 EXISTING TREE

- NOTES:
1. DATA SHOWN IS FROM SURVEY PERFORMED IN DECEMBER 2018. SOME ITEMS, SUCH AS TREES, MAY NO LONGER EXIST AS SHOWN.
 2. THE 2 PROPERTIES MARKED "NOT INCLUDED IN THE NOTICE OF SALE" ARE BEING ACQUIRED WITH FEMA GRANT FUNDING. STRUCTURES WILL BE DEMOLISHED AND THE SITE WILL BECOME GREENSPACE IN PERPETUITY.



Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

CITY OF FORT WORTH CENTRAL ARLINGTON HEIGHTS CIVIL	F&N JOB NO. FT118459
	DATE 05/16/2022
	SCALE AS SHOWN
	DESIGNED MG DRAFTED CJ
EXISTING TREE EXHIBIT	
FILE CV-ALL-PL-TREESURV.dwg	

801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
Phone - (817) 735-7300
Web - www.freese.com

1

FIGURE

(Exhibit D)

No Title Policy Statement

I/We _____ would like to purchase the Property located at _____ and as part of my /our offer to purchase, I/WE acknowledge the following:

THE CITY OF FORT WORTH WILL CONVEY THE PROPERTY THROUGH THE USE OF A SPECIAL WARRANTY DEED AND DOES NOT FURTHER WARRANT TITLE TO THE PROPERTY. BE ADVISED THAT THE CITY OF FORT WORTH WILL NOT PROVIDE A TITLE POLICY OR TITLE INSURANCE ON THIS REAL ESTATE TRANSACTION. IF YOU NEED A TITLE COMPANY TO ISSUE A TITLE POLICY ON THE PROPERTY, PLEASE CONTACT YOUR TITLE COMPANY TO DETERMINE IF ONE CAN BE ISSUED BEFORE YOU SUBMIT YOUR BID TO THE CITY.

I/We will hold harmless and indemnify the City of Fort Worth from any defects in title of the above referenced properties.

Signature

Signature

Printed Name

Printed Name

Date

Date

Bidder's Initial _____

(Exhibit E)

NO CONFLICT OF INTEREST STATEMENT

I/We _____ certify the following:

1. Neither I/we, nor my/our spouse(s), is/are a City of Fort Worth officer, employee or City Council appointed member of any board or commission.
2. The submission of the bid proposal and sale of this Property would not violate Code 2, Sec. 238 of the Fort Worth City Code, which states as follows:

FORT WORTH CITY CODE OF ORDINANCES

CHAPTER 2, SEC. 238

SEC.2-238. STANDARDS OF CONDUCT

- (a) No city officer, employee or advisory board member, or their spouses, shall knowingly:
- (1) Accept or solicit any benefit from any person, group or business entity that might reasonably tend to influence him in the discharge of his official duties;
 - (2) Grant in the discharge of his official duties any improper benefit to any person, group or business entity;
 - (3) Accept or solicit any benefit, including a promise of future employment, of sufficient economic value that it might reasonably tend to influence him, in the discharge of his official duties, from any person, group or business entity:
 - a. Who is licensed or has a substantial interest in any business entity that is licensed by any city department, agency, commission or board on which the city officer, employee or advisory board member serves; or
 - b. Who has a personal financial interest in any proposed ordinance or decision upon which the city officer, employee or advisory board member may or must act or make a recommendation; provided, however, that any city officer, employee or advisory board member and any spouses, may accept travel and related expenses and attend ceremonial functions, provided that such acceptance and attendance have been approved by the city council prior to the occurrence of the ceremonial function.
 - (4) Disclose any confidential information gained by reason of the position of the officer, employee or advisory board member concerning the property, operations, policies or affairs of the city, or use such confidential information to advance any personal interest, financial or otherwise, of such officer, employee or advisory board member, or others. This subparagraph (4) shall not preclude disclosure of such confidential information in connection with any investigation or proceeding regarding whether there has been a violation of the standards of conduct set forth in this article.
 - (5) Use one's position or office of employment, or city facilities, personnel, equipment or supplies for the private gain of the city officer, employee or advisory board member, or for the private gain of his spouse.
 - (6) Engage in any exchange, purchase or sale of property, goods or services with the city, except:
 - a. Rendering services to the city as an officer, employee or advisory board member;
 - b. The paying of taxes, fines, utility service or filing fees;

- c. Subject to restrictions contained in the charter of the city, executing and performing any community facilities contract or plat in compliance with laws and regulations applicable to any person; provided, however, that if any city ordinance, rule or regulation allows any discretion by the appropriate officers or employees of the city in the interpretation or enforcement of such ordinance, rule or regulation any such discretion shall be exercised in favor of the city in connection with any such community facilities contract or plat;
 - d. Members of advisory boards set up by ordinance, charter or state law who are not otherwise officers or employees of the city, may engage in any exchange, purchase or sale of property, goods or services with the city, or enter into a contract with the city, provided, however, that the board of which they are a member has no advisory function or cognizance, direct or indirect, present or prospective, with respect to the transaction in which such advisory board member engages or proposes to engage.
- (b) No member of the city council, salaried city officer or city employee shall knowingly represent, directly or indirectly, any person, group or business entity:
- (1) Before the city council or any department agency, board or commission of the city;
 - (2) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission thereof is a party; or
 - (3) In any action or proceeding in the municipal courts of the city which was instituted by a city officer or employee in the course of official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.
- (c) No member of a city board or commission shall knowingly represent, directly or indirectly, any person, group or business entity:
- (1) Before the board or commission of which he or she is a member;
 - (2) Before a board or commission which has appellate jurisdiction over the board or commission of which he or she is a member;
 - (3) Before the city council in a matter over which the board or commission of which he or she is a member has authority or an advisory function, direct or indirect, present or prospective;
 - (4) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission thereof is a party; or
 - (5) In any action or proceeding in the municipal courts of the city which was instituted by a city officer or employee in the course of official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.
- (d) The restrictions in this section do not prohibit the following:
- (1) A city employee or member of a city board or commission (other than city council), or his or her spouse, appearing before the city council or a city department, agency, board or commission to represent himself or herself in a matter affecting his or her property; provided, however, that no such person, or his or her spouse, shall appear before the board or commission of which he or she is a member; or
 - (2) A city employee or officer of an employee organization appearing before the city council or a city department, agency, board or commission to address employment matters; or
 - (3) Otherwise eligible city employees or their spouses from participating in federal- or state-funded programs administered through the City of Fort Worth where the benefits of such programs are available to members of the general public and where the city employee has no administrative, evaluative or decision-making authority concerning the program in which he or she wishes to participate.
 - (4) A partner, associate or relative of a member of the city council, or of a salaried city officer or employee, from representing a person, group or business entity in an action or proceeding in the

municipal courts of the city which was instituted by a city officer or employee in the course of official duties, or in a criminal proceeding in which a city officer or employee is a material witness for the prosecution.

(Ord. No. 10617, § 1(1), 6-26-90; Ord. No. 10751, § 1, 12-18-90; Ord. No. 10739, § 1, 12-6-90; Ord. No. 11428, § 1, 10-19-93; Ord. No. 12611, § I(2), 8-8-96; Ord. No. 12612, § I, 8-8-96; Ord. No. 12839, § 1, 1-28-97)

Signature

Printed Name: _____

Date: _____

Signature

Printed Name: _____

Date: _____

(Exhibit F)

PHOTOS OF EXISTING HOMES

2212 Carleton



2216 Carleton



**2216 Carleton
Garage Apartment**



2220 Carleton



**2220 Carleton
Detached Garage**



2224 Carleton



**2224 Carleton
Detached Garage**



2300 Carleton



**2300 Carleton
Detached Garage/Apartment**



2221 Western



2213 Western



2205 Western



2201/2203 Western

