

7-L-TX-1098-AB & 7-L-TX-1098-AD

**OFFER TO PURCHASE REAL PROPERTY AND ACCEPTANCE**

by authority under 40 U.S.C. § 545(b)(8)

**2800 Airport Highway 21  
Tract IV, 47.95 Acres +/-  
San Marcos, TX 78666**

**&**

**1285 William Pettus Road  
Tract V, 121.90 Acres +/-  
San Marcos, TX 78666**

**Subject To the Terms and Conditions  
of Sale No. 7-L-TX-1098-AB & 7-L-TX-1098-AD**

**City of San Marcos, Texas**, a body corporate and politic of the State of Texas, hereinafter referred to sometimes as the "Purchaser", "Offeror", "Grantee" or "City of San Marcos," hereby offers to purchase from the **United States of America**, hereinafter referred to sometimes as the "Government", "Seller" or "Grantor" acting by and through the Administrator of General Services, the property located at 2800 Airport Highway 21 and 1285 William Pettus Road Caldwell County, Texas, herein referred to as the "Property".

The purchase price is \$ 1,683,000. An earnest money deposit of \$168,300, is attached in the form of a cashier's check payable to the General Services Administration and herewith submitted. This Offer to Purchase is subject to all of the terms and conditions set forth in the attached Terms and Conditions of Sale No. 7-L-TX-1098-AB and 7-L-TX-1098-AD which contains a further description of the property.

Total Amount of Offer: \$ 1,683,000

Less Deposit (Minimum10%): \$ 168,300

Balance Due: \$ 1,514,700

Purchaser: City of San Marcos, Texas

By: \_\_\_\_\_  
Name Title

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

**The United States of America, acting by and through the Administrator of General Services,  
hereby accepts this Offer this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.**

By: \_\_\_\_\_  
Name Title

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



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CERTIFICATE OF OFFER TO PURCHASE

2800 Airport Highway 21  
Tract IV, 47.95 Acres +/-  
San Marcos, TX 78666  
&  
1285 William Pettus Road  
Tract V, 121.90 Acres +/-  
San Marcos, TX 78666

I, \_\_\_\_\_, certify that I am \_\_\_\_\_ of the  
(Secretary or Other Title)

City of San Marcos, named as Purchaser herein, that \_\_\_\_\_,  
(Name of Authorized Representative)

who signed this Offer to Purchase Government Property on behalf of the Purchaser, was then  
\_\_\_\_\_ of said City of San Marcos; that said Offer to Purchase  
(Official Title)

was duly signed for and on behalf of said City of San Marcos, by authority of its governing body and is  
within the scope of authority of the City of San Marcos.

\_\_\_\_\_  
(Signature of Certifying Official)  
(Corporate Seal Here, if applicable)

CERTIFICATE OF PURCHASER'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the City of San Marcos,  
herein referred to as "Purchaser" do hereby certify that I have examined the foregoing Offer to Purchase  
and the proceedings taken by the Purchaser relating thereto, and find that the execution thereof by the  
Purchaser has been duly authorized and that the execution thereof is in all respects due and proper and  
in accordance with the laws of the State of Texas, and further that, in my opinion, the Offer to  
Purchase constitutes a legal and binding compliance obligation of the Purchaser in accordance with the  
terms thereof subject to bankruptcy, insolvency, reorganization, moratorium, or similar laws related to or  
affecting the enforcement of creditor's rights generally. This Certificate is rendered only to the United  
States of America, acting by and through the Administrator of General Services, and may not be relied  
upon by any other person or for any other purpose.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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



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**GENERAL SERVICES ADMINISTRATION  
OFFICE OF REAL PROPERTY DISPOSITION (7PZ)  
819 TAYLOR STREET, ROOM 11A30  
FORT WORTH, TEXAS 76102**

**TERMS AND CONDITIONS OF SALE NO. 7-L-TX-1098-AB and 7-L-1098-AD  
as authorized under 40 U.S.C. § 545(b)(8)**

**I. Location:** 2800 Airport Highway 21, Tract IV, San Marcos, Texas 78666;  
and 1285 William Pettus Road, Tract V, San Marcos, Texas 78666

**II. The Offering:**

**A. TRACT IV - A tract of land containing 47.95 acres, more or less, identified and described as follows:**

Legal Description

All of the following described real estate situates at 2800 Airport Highway 21, Tract IV, in the City of San Marcos, in the County of Caldwell, in the State of Texas, to wit:

BEGINNING at a ½" iron rod set, and from which said iron rod, the most easterly corner of said 2170.08 acre tract bears N 51° 30' 45" E, a distance of 2473.92 ft., same being the most easterly corner of that certain called 1303.055 acres tract of land conveyed to the City of San Marcos, by deed recorded in Volume 313, Page 463, said Deed Records, and being in the northwest line of a called 294.87 acre tract of land conveyed to Fred N. Thompson as described in Volume 416, Page 287, said Deed Records, said ½ inch iron rod marking the northeast corner and PLACE OF BEGINNING hereof;

THENCE with the southeasterly line of the herein described tract, same being the northwesterly line of said Thompson tract, S 51° 30' 45" W, a distance of 1619.31 ft. to a 5/8" iron rod found for an angle point in the easterly line of the herein described tract, same being the most westerly corner of said Thompson tract and the north corner of a tract of land conveyed to Southern Pecan Mobile Home Park as described in Volume 79, Page 369, Caldwell County Official Records;

THENCE S 02° 43' 42" W, a distance of 692.55 ft. to a 5/8" iron rod found in the east line of said 1303.055 acre tract, same being the northwesterly line of said Southern Pecan Mobile Home Park tract, for the most southerly corner hereof;

THENCE, with a common line of said 1303.055 acres and the herein described tract, the following five (5) courses and distances:

- (1) N 50° 57' 11" W, a distance of 454.71 ft. to a 5/8" iron rod found
- (2) N 44° 54' 05" W, a distance of 753.03 ft. to a 5/8" iron rod found with 2" diameter brass disk stamped San Marcos Airport, 1989, Point No. 1237,
- (3) N 00° 01' 55" E, a distance of 1076.43 ft. to a 5/8" iron rod found for the northwest corner hereof,
- (4) S 89° 58' 25" E, a distance of 324.78 ft. to a 5/8" iron rod found,
- (5) S 83° 57' 58" E, a distance of 1870.15 ft. to a ½" iron rod set for the northeast corner and the PLACE OF BEGINNING, containing 47.951 Acres of land.

Tax Parcel ID (Or Assessor's Parcel Number)

Property ID 121632

For more information contact:  
Caldwell County Appraisal District  
(512) 398-5550



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**B. TRACT V - A tract of land containing 121.90 acres, more or less, identified and described as follows:**

Legal Description

All of the following described real estate situates at 1285 William Pettus Road, Tract V, in the City of San Marcos, in the County of Caldwell, in the State of Texas, to wit:

**BEGINNING** at an iron rod (5/8-Inch diameter) with aluminum cap stamped "San Marcos Airport 1998 Charles R Swart Surveyor 1045" found on the southwest right of way line of William Pettus Road (County Road 238), at an angle point on the northeast line of said 2,158.18 acre tract, common to a northeasterly exterior corner of a called 1,303.055 acre tract, as recorded in Volume 313, Page 463, Deed Records of Caldwell County, Texas, for the southeast corner of the herein described tract, from which a 4-Inch Brass Disc in concrete stamped "Gary Air Force Base 1955" found at the easternmost corner of said 2,158.18 acre tract bears S 41°32'21" E, 653.10 feet;

**Thence**, departing southwest right of way line of William Pettus Road, over and across said 2,158.18 acre tract, along a northeasterly line of said 1,303.055 acre tract the following three (3) bearings and distances:

- 1) **S 81°21'41" W**, for a distance of **3,404.67 feet** to a found iron rod (1/2-Inch diameter),
- 2) **S 87°21'41" W**, passing at a distance of 295.00 feet to an iron rod (1/2-Inch diameter) with yellow cap stamped "Survey Works Witness" set and continuing for a total distance of **325.00 feet** to an calculated point,
- 3) **N 02°39'33" W**, for a distance of **937.93 feet** to an iron rod (1/2-Inch diameter) with pink cap stamped "Survey Works" set for the northwest corner or the herein described tract;

**Thence, N 48°27'39" E** departing a northeasterly line of said 1,303.055 acre tract, over and across said 2,158.18 acre tract, for a distance of **2,523.27 feet** to an iron rod (1/2-Inch diameter) with pink cap stamped "Survey Works" set on the southwest right of way line of William Pettus Road, common to the northeast line of said 2,158.18 acre tract, for the northeast corner of the herein described tract;

**Thence, S 41°31'46" E**, along the northeast line of said 2,158.18 acre tract, common with the southwest right of way line of William Pettus Road for a distance of **2,783.60 feet** to the **POINT OF BEGINNING**, in all containing **121.90** acres of land, more or less.

Tax Parcel ID (Or Assessor's Parcel Number)

Property ID 121633

For more information contact:  
Caldwell County Appraisal District  
(512) 398-5550

**III. Notices, Covenants and Agreements**

The following Notice and Covenants will be inserted in the Quitclaim Deed.

**HAZARDOUS SUBSTANCE NOTIFICATION**

- A. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

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B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

D. Non-Disturbance Clause. Purchaser covenants and agrees for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any

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other authorized party or entity from conducting any required Response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

- E. **Indemnity.** To the extent permitted by applicable law, Purchaser, its heirs, successors and assigns, agree to indemnify, protect, defend, save and hold harmless, Grantor, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs and expenses (including, without limitation, attorney fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the release, remedial investigations, response actions, remedial actions, corrective actions, or oversight activities concerning any hazardous substance(s) or petroleum product(s) or their derivatives, at, on, or from the Property after the date of this quitclaim in which: (1) Purchaser, or its heirs, successors and assigns of any of the Property is a Potentially Responsible Party (PRP) with respect to the Property; or (2) any response action required or part thereof is the result of any act or failure to act of the Purchaser or any party in possession that causes, results in or exacerbates a release of hazardous substances after the date of this Deed without Warranty.

#### **IV. Other Specific Environmental Notices, Restrictions, Covenants and Agreements of Grantee**

Grantee has inspected the described and conveyed Property and has satisfied itself that the property is free of any hazardous substances or petroleum products or their derivatives, calcium hypochlorite, batteries and insecticides, and Grantee, for itself and its heir(s), successors and assigns, covenants and agrees to indemnify, protect, defend, save and hold harmless the United States of America, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives, calcium hypochlorite, batteries and insecticides which may have contaminated the hereinabove and conveyed Property after the date of the delivery of this conveyance, including but not limited to, any environmental response action, corrective action, or removal, monitoring, investigation, sampling, or testing in connection therewith.

##### **A. Notice of Lead-Based Paint for Non-Residential Real Property Constructed Prior to 1978**

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

##### **B. PESTICIDES**

The Purchaser is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a



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pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

### **C. Notice of Small Arms Firing Ranges**

The Grantee is notified that portions of the Property are actively used as a small arms firing range. The Grantee, its successors and assigns must either (1) maintain the current active status or (2) close the range in accordance with federal, state, and local standards.. Lead remediation, remediation of spent ammunition, and/or spent ammunition recovery ("berm cleanout") occurred in 2008, 2010, 2012, 2015, and 2021-2023. The Grantee, its successors and assigns are hereby notified and acknowledge that additional remediation may be necessary for a particular use or to comply with applicable law. All costs for any additional remediation shall be at the sole expense of Grantee, its successors or assigns, and not the United States.

### **D. NOTICE OF CLOSED LANDFILL**

The Caldwell County Development Ordinance states that "the development and use of real property in Caldwell County may be subject to regulation by other jurisdictions including the Texas Commission on Environmental Quality (TCEQ), the U.S. Corps of Engineers, FEMA, USEPA, U.S. Fish and Wildlife, and other County regulations." The TCEQ has jurisdiction over development of land "located over any part of a closed municipal solid waste landfill facility" (Texas Solid Waste Disposal Act [Section 361.533]; Texas Health and Safety Code 1989). The owner/lessee can apply for a permit to develop the land but the permit application must include "a registered professional engineer's verified certification that the proposed development is necessary to reduce a potential threat to public health or the environment or that the proposed development would not increase or create a potential threat to public health or the environment. The certification must indicate the registered professional engineer's determination of whether the proposed development would damage the integrity or function of any component of the landfill's: (1) final cover; (2) containment systems; (3) monitoring systems; or (4) liners" (Texas Solid Waste Disposal Act [Section 361.533]; Texas Health and Safety Code 1989).

Information provided to Grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including, but not limited to the omissions of any information available to the agency having custody over the Property and/or any Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

### **V. OTHER MISCELLANEOUS COVENANTS AND AGREEMENTS OF PURCHASER**

Purchaser covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Purchaser, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

### **VI. Excess Profits Covenant for Negotiated Sales to Public Bodies**

- A. Pursuant to 41 CFR 102-75.890, this covenant shall run with the land for a period of 3 years from the date of conveyance. With respect to the Property described in this deed, if at any time within a 3-year period from the date of transfer of title by the Grantor, the Purchaser, or its successors or assigns, shall sell or enter into agreements to sell the Property, either in a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received or to be received in excess of the Purchaser's or a subsequent Government's actual allowable costs will be remitted to

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the Grantor. In the event of a sale of less than the entire Property, actual allowable costs will be apportioned to the Property based on a fair and reasonable determination by the Grantor.

B. For purposes of this covenant, the Purchaser's or a subsequent Government's allowable costs shall include the following:

- 1) The purchase price of the Property;
- 2) The direct costs actually incurred and paid for improvements which serve only the Property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements;
- 3) The direct costs actually incurred and paid for design and engineering services with respect to the improvements described in (B)(2), of this section; and
- 4) The finance charges actually incurred and paid in conjunction with loans obtained to meet any of the allowable costs enumerated above.

C. None of the allowable costs described in paragraph (B) of this section will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.

D. In order to verify compliance with the terms and conditions of this covenant, the Purchaser, or its successors or assigns, shall submit an annual report for each of the subsequent 3 years to the Grantor on the anniversary date of this deed. Each report will identify the Property involved in this transaction and will contain such of the following items of information as are applicable at the time of submission:

- 1) A description of each portion of the Property that has been resold;
- 2) The sale price of each such resold portion;
- 3) The identity of each purchaser;
- 4) The proposed land use; and
- 5) An enumeration of any allowable costs incurred and paid that would offset any realized profit.
- 6) If no resale has been made, the report shall so state.

E. The Grantor may monitor the Property and inspect records related thereto to ensure compliance with the terms and conditions of this covenant and may take any actions which it deems reasonable and prudent to recover any excess profits realized through the resale of the Property.

F. For the purposes of this Excess Profits Covenant, the property right acquired by the Purchaser is a fee simple estate. Should the Purchaser sell or convey the Property, whether separately or in conjunction with the fee simple estate as part of a larger parcel, the portion of the price attributable to the easement will be the basis for the excess profits calculation. Allowable expenses as off-sets to excess profits as defined in paragraph B. of this covenant will apply provided that they represent an equitable proportion and directly relate to the easement area. Any increase in price attributable to the easement that is above and beyond the allowable expenses will not be off-set and must be included in the analysis for excess profits.



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**VII. Exceptions and Reservations:**

- A.** This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following **exceptions** which shall be set forth in the final instrument of conveyance in the following manner:
- 1) All existing easements, permits, servitudes, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, encroachments, ditches, conduits and canals on, over and across said land, whether or not of record.
  - 2) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.
  - 3) All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.
  - 4) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.
  - 5) Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.
- B.** This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following **reservation** which shall be set forth in the final instrument of conveyance in the following manner:
- 1) **SAVE AND EXCEPT** and there is hereby reserved unto Grantor, and its assigns, all rights and interests which have been previously reserved to the United States in any Patent(s) which cover(s) the Property.
  - 2) **SAVE AND EXCEPT** and there is hereby excepted and reserved unto the UNITED STATES OF AMERICA, and its assigns, all right, title and interest in and to all oil, gas, hydrocarbons, and other minerals that may be produced in and under the Property; including, but not limited to the following attributes in connection with its right to take, develop and produce such, oil, gas, hydrocarbons, and minerals: (1) the right in ingress and egress to the Property, (2) the right to lease, (3) the right to receive bonus payments, (4) the right to receive delay rentals, and (5) the right to receive royalty payments.

**VIII. Terms of Sale:**

- A.** This offer must be for cash, payable in United States dollars. The earnest money deposit shall be a minimum of ten percent (10%) of the total purchase price and shall accompany the offer. The deposit must be in the form of United States currency or cashier's check issued by and drawn upon, or certified by a bank or other financial institution chartered by the Federal Government or a State of the United States, payable to the order of "General Services Administration".
- B.** The balance of the purchase price shall be payable in full 30 days from the date of Government acceptance of this offer, or within such additional time as may be granted by the Government. Payment of the balance of the purchase price shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the purchaser and effectuated by the purchaser having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The

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format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to the purchaser upon acceptance by the Government of such offer.

### C. CONDITION OF PROPERTY

The Property is offered for sale **“AS IS” AND “WHERE IS”** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An “As Is, Where Is” provision is included.

### D. AS-IS, WHERE-IS PROVISION TO QUITCLAIM DEED

- 1) **PURCHASER AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY “AS IS, WHERE IS” WITH ALL FAULTS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. PURCHASER ACKNOWLEDGES THAT GRANTOR HAS MADE THE PROPERTY AVAILABLE FOR INSPECTION BY PURCHASER AND PURCHASER’S REPRESENTATIVES. PURCHASER HAS INSPECTED, OR WILL HAVE INSPECTED PRIOR TO CLOSING, THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT FELT NECESSARY BY PURCHASER, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME “AS IS” IN ITS EXISTING PHYSICAL CONDITION. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY STATEMENT OR OTHER ASSERTION OF THE UNITED STATES OF AMERICA, AS GRANTOR, INCLUDING ITS AGENCIES OR ANY OFFICIAL, AGENT REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY’S CONDITIONS. EXCEPT AS SET FORTH IN THE DEED, PURCHASER IS RELYING SOLELY AND WHOLLY ON PURCHASER’S OWN EXAMINATION OF THE PROPERTY, IS FULLY SATISFIED WITH THE PROPERTY, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY. EXCEPT AS SET FORTH IN PARAGRAPH 8. D. 3), BELOW, THE UNITED STATES OF AMERICA AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. PURCHASER IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND PURCHASER IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.**
- 2) **NO EMPLOYEE OR AGENT OF GRANTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, LEAD, LEAD-BASED PAINT, UNDERGROUND**

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**STORAGE TANKS, MOLD, RADON OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY.**

- 3) **NOTHING IN THIS "AS IS, WHERE IS" PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR'S OBLIGATION UNDER THE CERCLA COVENANT OR ANY OTHER STATUTORY OBLIGATIONS.**

**E. Descriptions in Offer to Purchase**

The descriptions of the Property set forth in the Offer to Purchase and any other information provided therein with respect to said property are based on information available to the GSA, Office of Real Property Disposition (7PZ) and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall **NOT** constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund or deduction from the purchase price.

**F. Inspection**

Offerors are invited, urged, and cautioned to inspect the Property prior to submitting an Offer. The failure of any Offeror to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of the Offer after it has been tendered.

**G. Continuing Offer**

The offer shall be deemed to be a firm and continuing offer from the date of receipt until accepted or rejected by the Government: provided, however, that after 180 days have elapsed from the date of receipt, the Offeror not having received notice of rejection may consider the offer rejected, and if the Government desires to accept the offer after the expiration of the 180 calendar days, the consent of the Offeror thereto shall be obtained.

**H. Notice of Acceptance or Rejection**

Notice by the Government of acceptance or rejection of the offer shall be deemed to have been sufficiently given when emailed, faxed or mailed to the Offeror or duly authorized representative at the address indicated in the offer.

**I. Contract**

These General Terms Applicable to Negotiated Sales, the offer, and the acceptance thereof, shall constitute an agreement between the Offeror and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the offeror without consent of the Government, and any assignment transaction without such consent shall be void.

**J. Rescission**

- 1) An explanatory statement of the circumstances of the proposed disposal will be submitted to the appropriate committees of the Congress because of its negotiated character and the offer will probably not be accepted by the Government until after the proposed disposal has been considered by such committees. However, in any event, the Government may rescind its acceptance at any time subsequent and prior to conveyance, if it is reasonably determined by the Government that such action is justified in the light of the circumstances then prevailing.

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- 2) Any rescission will be without liability on the part of the Government other than to return the earnest money deposit without interest.

#### **K. Delayed Closing**

Purchaser shall pay a penalty of \$200 per day or interest on the outstanding balance of the purchase price (whichever is greater) if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1- $\frac{1}{2}$ % rounded to the nearest one-eighth percent ( $\frac{1}{8}$ %) as of the date of the Government's acceptance of Purchaser's offer. The Government reserves the right to refuse a request for extension of closing and determine that the bidder defaults their performance of the contract of sale and is subject to the terms of paragraph L, below.

#### **L. Revocation of Offer and Default**

In the event of revocation of the offer prior to acceptance, or in the event of any default by the Offeror in the performance of the contract created by such acceptance, the earnest money deposit, together with any payments subsequently made on account may be forfeited at the option of the Government, in which event the Offeror shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the offer or contract.

#### **M. Government Liability**

If this Offer to Purchase is accepted by the Government and: (1) the Government fails for any reason to perform its obligation as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid to the Government without interest whereupon the Government shall have no further liability to Purchaser.

#### **N. Risk of Loss**

As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the Offeror shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

#### **O. Title Evidence**

Any title insurance that may be desired by the Offeror will be procured at its sole cost and expense. The Government will, however, cooperate with the Offeror or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and the Property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

#### **P. Taxes, Assessments and Utility Costs**

Upon assumption of possession of the property, or conveyance of the property, whichever occurs first, the offeror shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and sums paid, or due to be paid, by the Government in lieu of taxes pursuant to statutory authority shall be prorated.

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**Q. Title**

If an Offer for the purchase of the Property is accepted, the Government's interest will be conveyed by Quitclaim Deed in conformity with local law and practice.

**R. Closing Costs**

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Offeror's expense.

**S. Officials Not to Benefit**

No member of or delegate to the United States Congress, or resident commissioner shall be admitted to any share or part of this Offer or to any benefit that may arise therefrom; but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

**T. Covenant Against Contingent Fees**

The Purchaser warrants that they have not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

**U. Waiver of Informalities or Irregularities**

The Government may, at its election, waive any minor informality or irregularity in offers received.