

## SALE AND REMOVAL OF RESIDENTIAL STRUCTURE

Location: 300 CR 1312, Mount Pleasant, Texas 75455

The City of Mount Pleasant TX. is accepting on-line bids for the sale and removal of a residential structure located at, 300 CR 1312 Mount Pleasant, Texas (Titus County). Interested parties can contact (Jacob Hatfield, Director of Community Services 903-575-4156) for more information.

### Specification:

Exterior: Approx. 3347 more or less Square Feet

Built: – 1 story brick residence

Foundation is concrete slab

Asphalt Shingle Roofing

### Interior:

Three (3) bedrooms, two (2) bath, 2 Car Garage,  
Game Room, Living Room, Den/Dinning combo

Kitchen, Fireplace, Screened in Patio,

Central AC/Heat

### **Instructions, Terms & Conditions:**

As described in the instructions, terms and conditions hereafter, “property” shall mean “residential structure.”

The City of Mount Pleasant TX will award the residential structure to the highest “responsible” bidder that meets all requirements set forth. The City of Mount Pleasant reserves the right to waive any or all bidding irregularities, formalities or other technicalities, to be the sole and independent judge of any and all bids. The City of Mount Pleasant TX. may accept or reject any bid in its entirety.

It will be the responsibility of the buyer and at the buyer’s expense to relocate the residential structure. The structure relocation shall not be coordinated until the Certificate of Insurance has been received and verified by the City of Mount Pleasant. **The structure shall be moved within ninety (90) days unless otherwise agreed to in writing by The City of Mount Pleasant Tx.. If the structure is not removed within the ninety (90) days or timeframe agreed to between the City and buyer in writing, the City reserves the right to demolish the structure and apply the price seller has paid for the structure toward the demolition.** The awarded bidder shall coordinate the structure move with Jacob Hatfield (The City of Mount Pleasant Tx.) at least ten (10) business days prior to the move date. **All trash and debris must be kept cleaned off of the lot at all times**

### **Bidders submitting bids are agreeing to the following terms and conditions:**

Buyer shall indemnify and hold harmless The City of Mount Pleasant TX from any loss arising from the purchase, use and removal of the structure and shall provide proof of insurance satisfactory to the City to cover any risks associated with such purchase, use and removal. The buyer agrees to furnish a current insurance certificate to the City of Mount Pleasant TX.

If the buyer does not carry Commercial General Liability, Worker’s Compensation and / or Business (Commercial) Automobile Liability Insurance, **the requirement may be satisfied by the contractor engaged by the buyer to move the structure.** The buyer must notify the City of the person or contractor that is designated for relocating the structure.

INSURANCE AND LIABILITY:

During the period of this contract, buyer or contractor shall maintain at his expense, insurance with limits that satisfy City requirements. With respect to required insurance, Contractor & Buyer shall:

**TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF MOUNT PLEASANT TX., ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF REAL AND / OR OTHER PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PURCHASE,USE, AND REMOVAL OF THE RESIDENTIAL STRUCTURE FROM THE PROPERTY BY BUYER, ITS AGENTS AND EMPLOYEES, AND ITS CONTRACTORS AND SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF THE CITY OF MOUNT PLEASANT TX., OR EMPLOYEES, AGENTS, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF MOUNT PLEASANT TX. AND ITS AGENTS, EMPLOYESS, THEREOF IN RESPECT TO ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST THE CITY OF MOUNT PLEASANT TX. AGENTS AND EMPLOYEES THEROF.**

**THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED.**

Buyer represents and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied or written, past, present or future, of, as to, concerning with respect to (A) the value, nature, quality or condition of the property, (B) the income to be derived from the property, (C) the suitability of the property for any and all activities and uses which buyer may conduct thereon, (D) the compliance with ordinances or regulations of any applicable governmental authority or body, (E) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property, (F) the manner or quality of the construction or materials incorporated into the property, (G) the manner, quality, state of repair or lack of repair of the property, or (H) any other matter with respect to the property, and specifically, that Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, order or requirements, including the disposal or existence in or on the property of hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated there under. Buyer further represents and agrees that, having been given the opportunity to inspect the property, Buyer is relying solely on its own investigation of the property and not on any information provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy of completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further represents and agrees that to the maximum extent permitted by law, the sale of the property as provided for herein is made on an "as is" condition and basis with all faults.

**This agreement must be signed by buyer and notarized by a notary public before buyer can take possession of property in whole or part.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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ACKNOWLEDGMENT

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by\_\_\_\_\_. (Name of person(s) acknowledging)

\_\_\_\_\_  
Notary Public in and for the State of Texas (printed)

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_