



NORTH TEXAS TOLLWAY AUTHORITY

**NORTH TEXAS TOLLWAY AUTHORITY
Sale of Surplus Real Properties**

**4406 Brown St.
4410 Brown St.
4414 Brown St.
2719 Wycliff Rd.
Dallas, Texas**

03830-NTT-00-GS-MA

**SEALED BIDS DUE:
Friday, April 25, 2014 @ 2:00 p.m. CDT**

**At the following location:
NORTH TEXAS TOLLWAY AUTHORITY
Procurement
5900 West Plano Parkway
Plano, Texas 75093**

INTRODUCTION

A. BACKGROUND

The North Texas Tollway Authority (NTTA) is a regional tollway authority created under Chapter 366 of the Texas Transportation Code and authorized to acquire, construct, maintain, repair and operate turnpike projects in the North Texas region. The NTTA serves its member counties of Collin, Dallas, Denton and Tarrant and is responsible for the NTTA System, consisting of the Dallas North Tollway, the President George Bush Turnpike, Sam Rayburn Tollway, Addison Airport Toll Tunnel, Lewisville Lake Toll Bridge and the Mountain Creek Lake Bridge, and the NTTA Special Projects System, consisting of the President George Bush Turnpike – Western Extension and the Chisholm Trail Parkway. The NTTA is governed by a nine-member board of directors (Board) with two members appointed by each of the four NTTA member counties. A ninth member is appointed by the Governor of Texas. The following individuals currently serve on the NTTA Board of Directors:

Chairman Kenneth Barr (Tarrant County)
Vice Chairman Bill Moore (Collin County)
Mojoy Haddad (Tarrant County)
Jane Willard (Collin County)
Gary Kloepper (Denton County)
Matrice Ellis-Kirk (Dallas County)
George "Tex" Quesada (Dallas County)
Michael R. Nowels (Denton County)
William D. Elliott (Governor's appointee)

More information on the NTTA can be obtained by visiting the NTTA's web site at www.ntta.org.

B. INTENT

In July 2013, the NTTA Board of Directors authorized the sale of certain surplus real properties. The purpose of this notice is to solicit bids for the sale of the NTTA's surplus real properties located at:

4406 Brown St. Dallas, TX
4410 Brown St., Dallas, TX
4414 Brown St., Dallas, TX
27109 Wycliff Ave., Dallas, TX

These four (4) contiguous parcels will be sold as a single, combined parcel, totaling 0.453 acre. The **minimum bid for this property is \$280,000**, which represents fair market value, determined by a Texas certified real estate appraiser.

Sealed bids to purchase this parcel will be received at the North Texas Tollway Authority, 5900 West Plano Parkway, Plano, TX, 75093.

Bids will be accepted until April 25, 2014 at 2:00 p.m. CDT. Bids submitted after this date and time will be returned unopened to the submitting individual/entity. NTTA is not responsible for delays caused by

the U.S. Postal Service, the internal mail delivery system of the NTTA, or any other means of delivery employed by the bidder. Similarly, the NTTA is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. The time stamp device in the customer reception lobby is the official time clock to be used for the purpose of designating the due date and receipt time of bids.

The NTTA reserves the right, in its sole discretion, to waive any technicality in a response to this notice, provided such action is in the best interests of the NTTA. Where the NTTA waives minor technicalities in a notice, such waiver does not modify the bid requirements or excuse the bidder from full compliance with this notice. Notwithstanding the waiver of any minor technicalities, the NTTA holds all bidders to strict compliance with the terms and conditions of this notice.

C. SCHEDULE OF EVENTS

Public notification/advertisement	April 4, 2014 & April 11, 2014
Deadline for submitting bids	April 25, 2014 2:00 p.m. CDT
Bid opening	April 25, 2014 2:30 p.m. CDT

D. SUBMISSION OF BIDS

Bidders must submit one (1) original hard copy of the complete bid to:

North Texas Tollway Authority
Procurement
5900 West Plano Parkway
Plano, TX 75093

Bids must be sealed in an envelope, for view by the bidder only. Bidders should clearly mark the outermost envelope of the submittal with **Surplus Real Property Sale – April 2014, For (property address)**. The NTTA is not responsible for submittals received but not clearly marked. It will be the responsibility of each bidder to deliver its submittal to the NTTA at the above listed address before or by the time listed above for its bid to be considered. Bids submitted in person should be delivered at the NTTA's customer service entrance. The NTTA receptionist will stamp date and time these bid envelopes upon receipt and this will serve as the official date and time used for bid opening purposes. Any discrepancies between the official time and any other time keeping devices will not be the responsibility of the NTTA. Faxed, verbal, e-mailed or telephoned bids will not be accepted. Late bids will be returned unopened to the submitting firm/individual.

E. OFFICIAL TIME CLOCK

The time stamp device in the customer reception lobby is the official time clock used for the purpose of the due date and receipt time of bids that are submitted in person. Bids that are mailed by U.S. Postal Service will be time and date stamped when they arrive in NTTA Procurement.

F. TELEGRAPHIC/ELECTRONIC BIDS

Bids sent by facsimile (fax) machines &/or e-mail are not acceptable and will be rejected upon receipt. Bidders should allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other direct delivery means.

G. INQUIRIES

Questions about this real property sale should be directed in writing, via e-mail, to Pamela Shannon, Right of Way Manager, at pshannon@ntta.org, no later than Wednesday, April 23, 2014 @ 2:00 p.m. CDT.

From the issuance date of this notice until a firm/individual is selected and the selection is announced, firms are not allowed to communicate regarding this notice with any NTTA director, officer, employee, agent, or consultant. Any inquiry regarding this notice must be directed to the contact listed above. The NTTA reserves the right to disqualify any bidder who is found in violation of this provision. No questions other than written via e-mail will be accepted, and no response other than written will be binding upon the Authority. Written responses to questions will be provided to all recipients of the notice.

DOCUMENT CHECKLIST:

The following checklist is provided as a convenience to aid bidders in submitting bids.

- Conflict of Interest and Disclosure Statement and CIQ*
- Registration, Access, Confidentiality and Indemnification Agreement*
- Property survey
- Aerial map of property
- Bid information sheet
- Bid sheet*
- Earnest Money Check
- General Conditions*

*signature & submittal required

Questions about this property sale should be directed via e-mail to Pamela Shannon, Right of Way Manager, at pshannon@ntta.org no later than April 23, 2014 at 2:00 p.m. CDT.



Surplus Real Property Bidders

BID SHEET

I hereby submit my bid for the purchase of the property located at:

Address: _____

Legal Description: _____

Sales Price: _____

Portion of the Sales Price that
Shall be Payable to the NTTA in Cash at Closing: _____

Printed Name: _____

Signature: _____



**YOU MUST SUBMIT A COMPLETE BID
OR
IT MAY BE DISQUALIFIED**

1. Read carefully the General Conditions for bids
2. BIDS NOT MEETING THE MINIMUM BID AMOUNT WILL BE DISQUALIFIED
3. Complete and submit each of the following documents:
 - a. Bid sheet
 - b. Certified check, money order, or cashier's check in the amount of 5% of the sale price or \$280,000.
 - c. Registration, Access, Confidentiality and Indemnification Agreement
 - d. Conflict of Interest and Disclosure Statement and CIQ
4. Submit your proposal in a sealed envelope to: North Texas Tollway Authority, Procurement, 5900 West Plano Parkway, Plano, Texas 75093 in person or by mail. Indicate the following language on the exterior of the envelope:

SURPLUS REAL PROPERTY SALE – April 2014

For (property address): _____

**ALL ENVELOPES MUST HAVE THE ADDRESS OF THE PROPOSED PROPERTY
THAT IS FOR SALE CLEARLY INDICATED ON THE OUTSIDE OF THE ENVELOPE
OR IT WILL BE DISQUALIFIED**

All proposals must be received at the NTTA no later than **2 p.m. CDT, Friday April 25, 2014**. On this date, all bids will be opened and publically read aloud at 2:30 p.m. CDT in the NTTA Board Room.



GENERAL CONDITIONS

READ CAREFULLY

- 1) The land described herein shall be referred to as the "Property".
- 2) The term 'Bidder' shall include the individuals or entities submitting this proposal and bid, their spouses, and any individual, their spouse or entity with a shared controlling interest.
- 3) The Property is to be purchased "AS IS, WHERE IS, AND WITH ALL FAULTS".
- 4) It is the Bidder's responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired.
- 5) The NTTA will retain any mineral interests in Property if applicable.
- 6) The Bidder further understands and agrees that the NTTA shall have no responsibility or liability arising from the accuracy of any matter, fact, or thing relating to said Property. Further, the NTTA is not obligated and will not provide or pay for a plat, any environmental review, study, or other related reviews, or documents, however, the Bidder may do so at his/her sole cost and expense.
- 7) Purchaser is to reimburse the NTTA for the cost of the survey and appraisal of Property.
- 8) A Bidder may withdraw a bid upon written request at any time prior to the bid opening date and time. Bids cannot be withdrawn, amended or altered after the opening date and time.
- 9) The best and highest responsible Bidder (purchaser) will be required to submit its offer within 10 days of bid opening on appropriate Texas Real Estate Commission (TREC) form TREC NO. 2011 (or other form as required by character of property sold) with appropriate addendum. NTTA and purchaser will mutually select an escrow agent to conduct the closing.
- 10) If the NTTA Board of Directors approves an offer, the purchase price owed shall be paid in full by cashier's check or money order, made payable to the NTTA within 30 days after he/she is notified that the sales transaction is ready for closing, unless such time period is shortened or extended by written agreement of the undersigned and the NTTA.

- 11) The NTTA reserves the right to reject any and all bids. Earnest money checks of unsuccessful or rejected Bidders will be returned to the respective Bidder at the address provided within five (5) days of Bid Opening or date of rejection of bids.
- 12) The NTTA is not responsible for any misrepresentations, failure of disclosures, errors, or any negligent or wrongful acts occurring in the context of, or pertaining to the closing of this sales transaction. The NTTA, its officers, agents, and employees are released from any and all claims and cause of actions in conjunction with the bidding, terms, conditions, and sale of the Property.
- 13) Upon Bidder's death or mental incapacity, the bid submitted shall become null, void and unenforceable, and the NTTA shall have no further obligation to Bidder, his estate or guardian. On behalf of Bidder, his heirs or estate, waives any rights he may have to an award or conveyance of the Property in the event of his death or mental incapacity.
- 14) Bidders are advised that information included in a proposal is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the Act). Information a third party submits to or prepares on behalf of NTTA is subject to the Act and must qualify for an exception provided by the Act to be withheld from public disclosure. Information is not confidential under the Act simply because the party submitting the information anticipates or requests that it be kept confidential. NTTA cannot bring information within an exception to disclosure under the Act merely through a contract or agreement to keep the information confidential. Accordingly, a Bidder whose proposal may include information that the Bidder believes in good faith to be proprietary or commercial information and that the Bidder otherwise keeps confidential for competitive reasons is responsible for identifying and proving that such information qualifies for an exception to public disclosure under the Act. Each item of such information must be separately and conspicuously labeled "Confidential Proprietary Information." NTTA, its directors, officers, employees, agents, and attorneys shall not be liable for any disclosure of any information submitted in a response to this RFP. By submitting a proposal, the Bidder waives any claim against, and releases from liability, NTTA, its directors, officers, employees, agents, and attorneys with respect to disclosure of any information included in the proposal, including information labeled as "Confidential Proprietary Information." The Bidder also authorizes NTTA, at its sole option, to submit any information contained in the proposal, including information the Bidder has labeled as being proprietary, to the Office of the Attorney General of Texas for a determination as to whether any such information submitted by the Bidder may be excepted from public disclosure under the Act, either by its provisions alone or in conjunction with other law. For the purpose of asking the Office of the Attorney General of Texas to determine whether an exception to disclosure exists for information the Bidder deems to be proprietary, NTTA will submit to the Attorney General only that information the Bidder has specifically labeled "Confidential Proprietary Information."

- 15) By submitting a bid, a Bidder waives and releases any rights he may have, either now or in the future, to undertake any legal or equitable action against the NTTA, itself and/or as Trustee, for any failure of the NTTA to properly advertise or notice the sale of the Property, or to properly conduct the sale of this Property, and hereby covenants not to sue the NTTA, itself and/or as Trustee, in connection with the advertisement, notice of the sale, or the sale of this Property.
- 16) The NTTA shall impose deed restrictions on property sold as necessary to prevent the placement of billboards within view of the traveling public on the NTTA turnpike project.
- 17) All real property sales are subject to the approval of eh NTTA Board of Directors.
- 18) The NTTA reserves the right at any time and in its sole discretion to amend, modify, or terminate the invitation for bids.
- 19) All bids shall remain in effect for 90 days after the submission due date.
- 20) Bids should be submitted in whole dollar amounts.
- 21) All costs incurred in preparing the bid, or costs incurred in any other manner by a Bidder in responding to this notice, will be wholly the responsibility of the Bidder. All materials, supporting materials, correspondence and documents submitted in response to this notice will become the property of NTTA and will not be returned.
- 22) The NTTA will NOT hold harmless or indemnify any Bidder for any liability whatsoever.

SIGNATURE: _____

PRINTED NAME: _____

MAILING ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

PHONE: _____

E-MAIL: _____

ALL BIDS MUST BE SIGNED BY HAND

THIS SHEET INTENTIONALLY LEFT BLANK

ATTACHMENT A

AFFIDAVIT
CONFLICT OF INTEREST
AND DISCLOSURE STATEMENT

Project:	North Texas Tollway Authority Sale of Surplus Real Properties
Contract:	03830-NTT-00-GS-MA

THE STATE OF TEXAS {
 {
COUNTY OF _____ {

Before me, the undersigned, on this day personally appeared _____ who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____ (“Bidder”) and is fully cognizant of the facts herein set out; that Bidder covenants and agrees that Bidder’s officers, employees, agents or board members have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract; and that Bidder’s officers, employees, agents, or board members have not and will neither solicit nor accept gifts, gratuities, favors or anything of monetary value from the Authority, employees, board members, agents, and representatives other than that which is the required compensation for services rendered or to be rendered pursuant to Contract.

Bidder’s acknowledges that one or more of the items listed below are applicable to Bidder officers, its employee(s) agents or board member. Please check all that apply.

I have no business or familial relationship with a board member, employee or agent of the Authority.

I have a business relationship with a board member, employee or agent of the Authority which is as follow: _____

I have a familial relationship with a board member, employee or agent of the Authority which is as follow: _____

I have other interest in the Authority which is as follow: _____

By signature of this Agreement, Bidder acknowledges to the Authority that Bidder has made full disclosure of any existing conflicts of interest and that Bidder will disclose any potential conflicts of interest, including personal financial or real property interests, direct or indirect, which develop after signature of the contract and prior to completion of the contract.

Signature

Name

Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said _____ this
_____ day of _____, 20____, to certify which witness my hand and seal of office.

Notary Public in and for

My Commission Expires:

Please Print Name of Notary

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

**PREMISES REGISTRATION, ACCESS, CONFIDENTIALITY AND
INDEMNIFICATION FORM
WAIVER AND RELEASE OF CLAIMS**

1. _____, (hereinafter, "Permitee") whose business address is _____ hereby registers for permission for its employees, contractors, subcontractors, representatives and/or agents to enter upon the properties listed below:

Name	Relationship

a. For the limited and sole purpose of:

Inspection and examination of any of the any or all of the listed properties:

- 4406 Brown St.
- 4410 Brown St.
- 4414 Brown St.
- 2719 Wycliff Rd.
- Dallas, Texas

b. From the hours of ___ a.m. to ___ p.m. on date: _____.

c. Vehicle Description(s) and License Plate Number(s) of any and all vehicles intended to come on the property:

Make	Model	Lic. #, State
Make	Model	Lic. #, State
Make	Model	Lic. #, State

2. The NTTA agrees to grant access provided that Permitee agrees to exercise all due caution while on the NTTA premises. Permitee acknowledges and understands that while on NTTA premise, Permitee may be exposed to heavy traffic conditions, pollutants, loud noises, odors and/or hazardous conditions. Permitee must immediately and prudently vacate the premises upon request by the NTTA, its employees, agents or representatives.

3. Permitee agrees to indemnify and hold harmless the NTTA and its directors, officers, employees, consultants, contractors, agents, and assigns (collectively, the "NTTA") with regard to any and all claims for damages including but not limited to injuries to persons and properties caused in

<p><i>Internal Use Only</i> Department _____ Authorized by _____</p>
--

connection with its activities on the Premises. Permittee further waives any and all claims possible against the NTTA for any damages or injuries to Permittee or its employees, subcontractors, contractors, and/or agents.

4. Permittee agree that any information accessed or gained in performance of their due diligence contemplated by this RFB will be maintained by Permittee in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of such due diligence, or where disclosure is required by law or mandated by a court of law. Permittee must submit the "Confidentiality and Non-disclosure Statement" (**ATTACHMENT A**) and return it with their bid proposals.

5. Permittee hereby warrants and represents that Permittee has the capacity, full right and authority to execute this waiver and release.

Please indicate your agreement to the foregoing by signing in the space provided below.

Requested by:

Permittee: _____
(Signature)

(Print Representative's Name)

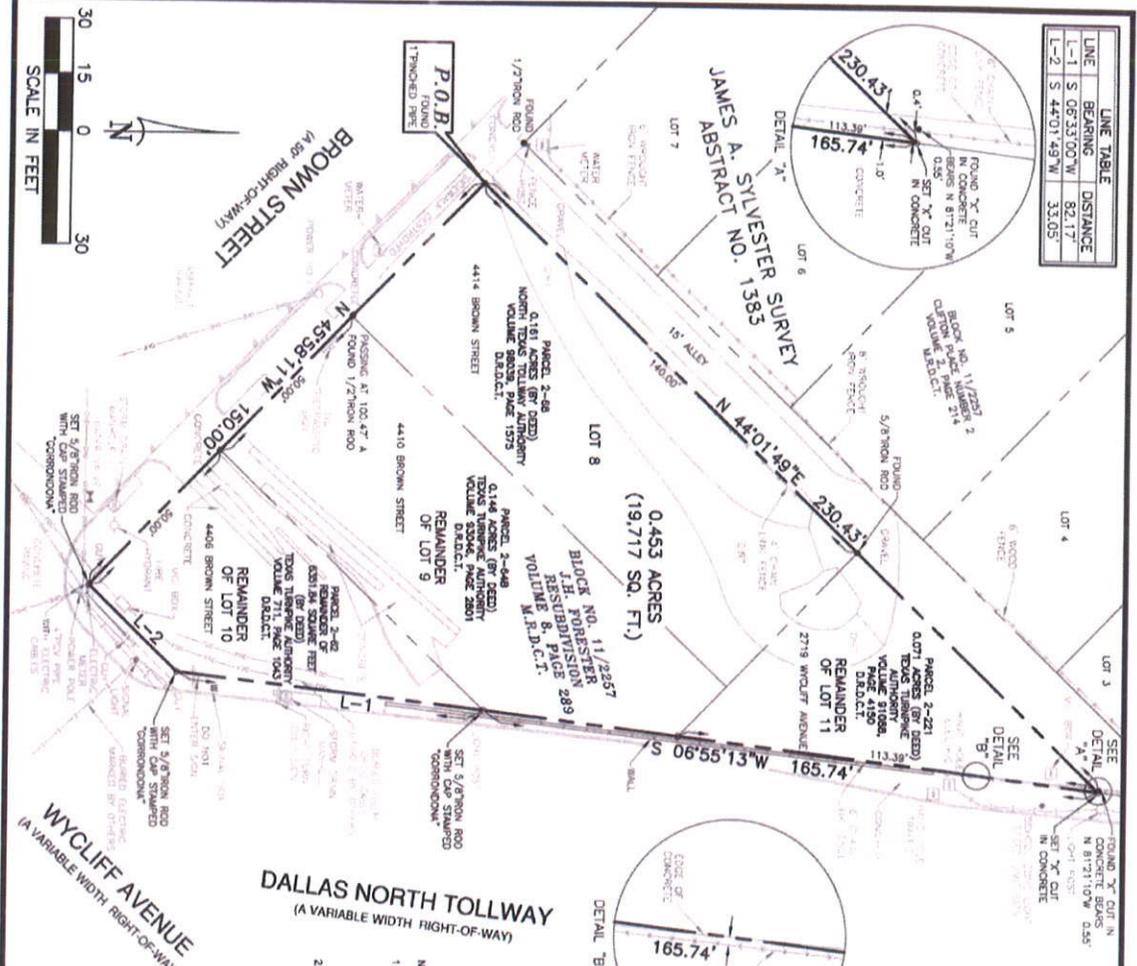
Right of Way Agent:

Signature: _____

Phone Number: _____

Internal Use Only

Department _____ Authorized by _____



LINE	BEARING	DISTANCE
L-1	S 06°33'00"W	82.17'
L-2	S 44°01'49"W	33.05'

PROPERTY DESCRIPTION

Being a 0.453 acre tract of land situated in the James A. Stillmaster Survey, Abstract No. 1385, in the City of Dallas, Dallas County, Texas, and being all of Lot 8 and portions of Lot 6, Lot 7, Lot 9, Lot 10 and Lot 11, Block No. 11/2257 of J.H. Foxworth Re-subdivision, an addition to the City of Dallas, Dallas County, Texas as recorded in Volume 8, Page 289 of the Map Records of Dallas County, Texas, said Lot 8 being a 0.161 acre tract of land (by detail), described as Parcel 2-488 as depicted to North Texas Tollway Authority and recorded in Volume 80028, Page 1575 of the Deed Records of Dallas County, Texas, said portion of Lot 9 being a 0.146 acre tract of land (by detail), described as Parcel 2-489 as depicted to North Texas Tollway Authority and recorded in Volume 80028, Page 1575 of the Deed Records of Dallas County, Texas, said portion of Lot 10 being a 0.071 acre tract of land (by detail), described as Parcel 2-490 as depicted to North Texas Tollway Authority and recorded in Volume 80028, Page 1575 of the Deed Records of Dallas County, Texas, said portion of Lot 11 being a 0.071 acre tract of land (by detail), described as Parcel 2-491 as depicted to North Texas Tollway Authority and recorded in Volume 80028, Page 1575 of the Deed Records of Dallas County, Texas, said 0.453 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch pricked pipe found for the west corner of said Lot 8 and said Parcel 2-488, said 1 inch pricked pipe being the intersection of the northeast right-of-way line of Brown Street (to 50' right-of-way) with the southeasterly line of a 15' Alley as shown on the plat of Cotton Place, Dallas County, Texas, as recorded in Volume 2, Page 214 of said Map Records of Dallas County, Texas;

THENCE North 44 degrees 01 minutes 49 seconds East, with the northeast line of said Lot 8 and said Parcel 2-488, and with the southeasterly line of said 15' Alley, passing at a distance of 140.00 feet, a 5/8 inch iron rod found for the north corner of said Lot 8 and said Parcel 2-488, said 5/8 inch iron rod being the most northerly west corner of said Lot 11, said 5/8 inch iron rod also being the west corner of said Parcel 2-221, in all, a distance of 230.43 feet to an "X" cut in concrete set for the north corner of said Parcel 2-221, said "X" cut being the intersection of the northeast line of said Lot 11 and the southeasterly line of said Parcel 2-221, said "X" cut being 10.00 feet from the northeast line of said Lot 11 and the southeasterly line of said Parcel 2-221, from which an "X" cut for reference bears North 81 degrees 21 minutes 10 seconds West, a distance of 0.55 feet;

THENCE North 44 degrees 01 minutes 49 seconds West, with the westerly line of said Parcel 2-221 and with the westerly right-of-way line of said Dallas North Tollway, passing at a distance of 113.39 feet, a point for the south corner of said Parcel 2-221, said point being the most northerly east corner of said Parcel 2-488, said point also being the intersection of the southeasterly line of said Lot 11 and the northeast line of said Lot 9 with the westerly right-of-way line of said Dallas North Tollway, in all, a distance of 165.74 feet to a 5/8 inch iron rod with cap stamped "CORRONOON" set for the most northerly east corner of said Parcel 2-488, said 5/8 inch iron rod being the intersection of the northeast line of said Parcel 2-488, said 5/8 inch iron rod with cap stamped "CORRONOON" also being the intersection of the northeast line of said Lot 9 and the northeast line of said Lot 10 with the westerly right-of-way line of said Dallas North Tollway;

THENCE South 06 degrees 33 minutes 00 seconds West, with the southeasterly line of said Lot 10 and said Parcel 2-482, and with the southeasterly line of said Lot 10 and said Parcel 2-482, said 5/8 inch iron rod with cap stamped "CORRONOON" being in the northeast right-of-way line of Wycliff Avenue (a variable width right-of-way);

THENCE South 06 degrees 33 minutes 00 seconds West, with the southeasterly line of said Lot 10 and said Parcel 2-482, and with the northeast right-of-way line of Wycliff Avenue, a distance of 33.00 feet, a cap stamped "CORRONOON" set for the south corner of said Lot 10 and said Parcel 2-482, said 5/8 inch iron rod with cap stamped "CORRONOON" being the intersection of the northeast right-of-way line of said Wycliff Avenue with the northeast right-of-way line of said Brown Street;

THENCE North 45 degrees 58 minutes 11 seconds West, with the southwest line of said Lot 10 and said Parcel 2-482, and with the northeast right-of-way line of said Brown Street, passing at a distance of 50.00 feet, a point for the west corner of said Lot 10 and said Parcel 2-482, said 5/8 inch iron rod with cap stamped "CORRONOON" being the intersection of the northeast right-of-way line of said Brown Street and the northeast right-of-way line of said Lot 10 and said Parcel 2-482, also passing at a distance of 100.00 feet, a point for the west corner of said Lot 8 and said Parcel 2-482, said 5/8 inch iron rod with cap stamped "CORRONOON" being the intersection of the northeast right-of-way line of said Brown Street and the northeast right-of-way line of said Lot 8 and said Parcel 2-482, also passing at a distance of 100.00 feet, a 1/2 inch iron rod found for reference, in all, a distance of 150.00 feet to the POINT OF BEGINNING and containing 15,717 square feet or 0.453 acres of land, more or less.

NOTES:

- All bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202. All distances given by detail are measured and may be corrected to grid by adding by TADOT conversion factor for Dallas County of 1.0001262058.
- This survey was performed in conjunction with the title report for Block No. 11/2257, J.H. Foxworth Re-subdivision, as recorded in Volume 8, Page 289 of the Deed Records of Dallas County, Texas, and 14785-14-0202, 14785-14-0203, 14785-14-0204, 14785-14-0205, and 14785-14-0206, as recorded in Volume 8, Page 289 of the Deed Records of Dallas County, Texas.
- Deeded Access as contained in Deed to the State of Texas, recorded in Volume 91986, Page 4150, Dallas County, Texas, (Book 91986)

BOUNDARY SURVEY
OF A
0.453 ACRE TRACT OF LAND
ALL OF LOT 8 AND A PORTION OF LOTS 8, 10 AND 11,
BLOCK NO. 11/2257
J.H. FOXWORTH RE-SUBDIVISION
CITY OF DALLAS, DALLAS COUNTY, TEXAS
AS RECORDED IN
VOLUME 8, PAGE 289
OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS

STATE SIDE RIGHT-OF-WAY SERVICES
 6815 MAPLETON BOULEVARD, SUITE 320
 FORT WORTH, TEXAS 76120
 PHONE (817)398-3191

GORRONDONA & ASSOCIATES, INC.
 7524 JACK NENNEL BOULEVARD SOUTH
 FORT WORTH, TEXAS 76118
 PHONE (817)486-1424 FAX (817)486-1788

CHRIS T. ABBOTT
 STATE REGISTERED LAND SURVEYOR
 NO. 6402
 TEXAS REG. NO. 101066900

DATE: FEBRUARY 24, 2014 **DRAWN BY:** CJA
JOB NO.: 5001401.00 **SCALE:** 1" = 30'



NTTA SURPLUS PROPERTY PHASE 1 PARCEL A

AERIAL PHOTO (January 2013)





UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are _____ (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot _____, Block _____, _____ Addition, City of _____, County of _____, Texas, known as _____ (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ _____
C. Sales Price (Sum of A and B) \$ _____

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

- [] A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ _____ (excluding any loan funding fee or mortgage insurance premium).
(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
(2) Credit Approval: (Check one box only)
[] (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
[] (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.
[] B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.
[] C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ _____, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ _____ as earnest money with _____, as escrow agent, at _____ (address). Buyer shall deposit additional earnest money of \$ _____ with escrow agent within _____ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at [] Seller's [] Buyer's expense an owner's policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 4.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

(Address of Property)

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **ACCEPTANCE OF PROPERTY CONDITION:** (Check one box only)

- (1) Buyer accepts the Property in its present condition.
- (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

_____. (Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

- C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At Buyer's election, any transferable warranties received by Seller with respect to the repairs

will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days, if necessary, for Seller to complete repairs.

- D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards or conditions affecting the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 20____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

(Address of Property)

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:

To Seller at:

Telephone: () _____

Telephone: () _____

Facsimile: () _____

Facsimile: () _____

E-mail: _____

E-mail: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum for Credit Approval
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals

- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Other (list): _____

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$_____ (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's
Attorney is: _____

Seller's
Attorney is: _____

Telephone: () _____

Telephone: () _____

Facsimile: () _____

Facsimile: () _____

E-mail: _____

E-mail: _____

**EXECUTED the _____ day of _____, 20____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer

Seller

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-10. This form replaces TREC NO. 9-9.

Attachment A



NONDISCLOSURE & CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2014, by and between **North Texas Tollway Authority** (the "**NTTA**"), a regional tollway authority and political subdivision of the State of Texas, having offices at 5900 West Plano Parkway, Suite 100, Plano, Texas 75093, and _____ (**Bidder**), who's business address is _____; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants, the Bidder agrees as follows:

1. The obligations stated herein shall extend to Bidder and its employees, agents, representatives, affiliates, subcontractors, contractors, or any other third party which shall gain access to Confidential Information via Bidder, its employees, agents, representatives, affiliates, subcontractors or contractors (collectively referred to hereinafter as "Bidder"). Bidder hereby acknowledges and agrees that each of its employees, agents, representatives, affiliates, subcontractors or contractors performing due diligence services on behalf of Bidder regarding the Sale of Surplus Property of the NTTA shall agree to be bound by the terms of this Agreement.
2. The Confidential Information includes all information directly or indirectly furnished by the NTTA, or obtained or acquired by Bidder directly, indirectly or by inference in the course of performing due diligence, or other information that the receiving party should reasonably know is of a confidential nature. Confidential Information shall include, but not be limited to, security operations, equipment, measures, plans, policies, procedures or devices, maps, intellectual property, ideas, inventions, processes, know-how, techniques, business methods, financial data and information, accounting and control procedures, information or data concerning NTTA products, services, policies, violation enforcement system, patrons, customers, personnel and any other aspect of its operation and the like, whether such information is tangible or intangible, or transferred, maintained or obtained orally, visually, electronically or by any other means.
3. Bidder agrees not to use the Confidential Information or for its own benefit except for the purpose of completing its due diligence. Bidder shall not at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, sell, trade, or communicate to any person, firm, corporation or other entity in any manner whatsoever any information of any kind, nature or description regarding NTTA Confidential Information without first receiving the express written permission of the NTTA. All Confidential Information is and remain the property of the NTTA. If the NTTA should release any physical or tangible Confidential Information to the custody of Bidder, all such property shall be kept secure from inadvertent disclosure and returned immediately to the NTTA upon its request.

Attachment A

4. Bidder acknowledges that the unauthorized disclosure of the Confidential Information will diminish substantially the value of the Confidential Information and the operations of the System. Bidder shall be responsible for the negligent or willful release or unauthorized use of NTTA's Confidential Information by its employees, agents, representatives, affiliates, subcontractors, contractors, or any other third party which shall gain access to Confidential Information via Bidder, its employees, agents, representatives, affiliates, subcontractors or contractors that results in any damages to the NTTA, including loss to persons or property and lost revenues. Bidder agrees to indemnify, defend and save harmless the NTTA from and against any and all claims, demands, actions or causes of action that are asserted against the NTTA by any person or entity which arise out of or are related to use of the Confidential Information or a breach of confidentiality as contemplated within this Agreement.
6. If Bidder violates the provisions of this Agreement, the NTTA shall be entitled to monetary and equitable relief to protect its interests herein, including, but not limited to, injunctive relief. Bidder shall compensate the NTTA for all costs, including but not limited to, reasonable attorneys' fees, expert witness fees, and court costs associated with such claim or cause or action.
8. Nothing contained in this Agreement is intended to or shall grant to any party the right to make commitments of any kind for or on behalf of any other party without the prior written consent of that other party.
9. The parties stipulate that, as between them, the conditions contained herein are important, material, and confidential and release, divulgence or disclosure of any Confidential Information would gravely affect the effective and successful conduct of the NTTA's business and goodwill, and that any breach of the terms of this Agreement is a material breach.
10. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas and not the laws of conflict. The parties agree that the sole venue for any action brought regarding this Agreement shall be in a court having proper jurisdiction in Collin County, Texas.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the date stipulated at the beginning of this Agreement:

BIDDER:

(Signature)

Name/Title