


## MEMORANDUM

**DATE:** July 24, 2020  
**TO:** Mayor White & City Council  
**VIA:** Mercy Rushing, City Manager  
**FROM:** Cindy Karch, City Secretary   
**SUBJECT:** Bid Analysis for property.  
**Council Meeting Agenda Item for July 27, 2020**

### **Background Information:**

Lot 6, 7, 8B Blk 21 Mineola Townsites, located on the corner of W. Buchanan and Hogg St.

Two bids received:

Jeff Sandifer, LLC	\$12,001
Jensco Investments	\$5,000

### **Recommendation:**

It is the recommendation of city staff that the council accept the high bid of \$12,001 from Jeff Sandifer LLC.

### **Final Disposition:**

**REAL ESTATE SALES CONTRACT**

This contract to buy and sell real property is between Sellers and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Sellers and Buyer.

**Sellers:**                   **The City of Mineola**  
Address:                   300 Greenville Hwy  
                                  Mineola, TX 75773

**Buyer:**                   **Jeff Sandifer, LLC**  
Address:                   202 Pamela Dr.  
                                  Mineola, Texas 75773  
Phone:                   (903) 520-1283  
Type of entity: Limited Liability Company.

**Buyer's Attorney:**   **Blake E. Armstrong**  
Address:                   Birdsong & Armstrong, P.C.  
                                  211 E. Houston Street  
                                  Tyler, Texas 75702  
Phone:                   (903) 595-6297  
Fax:                       (903) 595-3630  
E-mail:                   blake@birdsonglaw.com

**Buyer's Broker:**       None

**Property:**                   See Exhibit A, together with all improvements.

**Purchase Price:**       Twelve thousand and one dollars (\$12,001.00) and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties.

**Survey:**                   To be provided by Seller prior to Closing.

**County for Performance:** Wood County, Texas

**A. Closing and Closing Documents**

- The documents listed in this section are collectively known as the "Closing Documents."
1. At closing, Sellers will deliver the following items:
    - General Warranty Deed from Sellers in favor of Buyer
    - Policy of Title Insurance ("Title Policy")
  2. At closing, Buyer will deliver the following items:
    - Evidence of Buyer's authority to consummate this transaction
    - Survey
  3. Closing shall occur on \_\_\_\_\_, 2020.

**B. Exhibits**

The following are attached to and are a part of this contract:

Exhibit A — Description of the Land

**C. Purchase and Sale of Property**

Sellers agrees to sell and convey the Property as-is, where is, with no representation as to marketability or fitness for any particular use to Buyer, and Buyer agrees to buy and pay Sellers for the Property. The promises by Buyer and Sellers stated in this contract are part of the consideration for the formation of this contract.

**D. Inspection Period**

1. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:
  - a. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;
  - b. Buyer must deliver to Sellers copies of all inspection reports, if any, that Buyer prepares or receives from third-party consultants or contractors within five days after their preparation or receipt; and
  - c. Buyer must abide by any other reasonable entry rules imposed by Sellers.
2. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Sellers before the Closing Date.

**E. Ad Valorem Taxes**

Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Sellers as of the Closing Date. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Sellers will adjust the prorations in cash within thirty days of when the actual assessment and taxes are known. Sellers will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Sellers receives after the Effective Date and after closing.

**F. Reservations to Conveyance**

None.

**G. Miscellaneous Provisions**

1. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Sellers to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Sellers to Buyer that are not incorporated in writing in this contract.

2. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.

3. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.

4. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

5. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

6. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

7. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

8. *General Warranty Deed.* The parties agree, acknowledge and understand that title to the property the subject of this contract and more particularly described in **Exhibit A**, will pass by way of a General Warranty Deed from Sellers to Buyer.

9. *Agreement Shall Run With the Land.* This contract shall be binding on the

successors in interests, heirs, assigns, representatives, officers and all those in privity with Sellers and Buyer and shall, with no exception, run with the land.

**SELLER:**

**BUYER:**

**THE CITY OF MINEOLA**

**JEFF SANDIFER LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A**

**Description of the Land**

Lot 6, 7, 8B Blk 21 Mineola Townsites corner of W. Buchannan and Hogg St.

EXHIBIT A



Property ID: 35686

Lot 6, 7, 8B BLK 21, Mineola Townsites

Corner of W. Buchanan St. and Hogg St.

**LEGEND**

- CM = CONTROLLING MONUMENT
- 1/2" IRON ROD FOUND
- ⊕ MONUMENT AS NOTED
- ⊗ 1/2" IRON ROD SET (BY-LINE)
- ⊙ WATER VALVE
- GUY WIRE
- ⊕ FH FIRE HYDRANT
- POWER POLE
- ⊕ TELEPHONE PEDESTAL
- OVERHEAD ELECTRIC
- ASPHALT



**LEGAL DESCRIPTION**

Being a lot, tract or parcel of land situated in the William Page Survey, Abstract No. 452, City of Mineola, Wood County, Texas, and being all of Lot 6 and Lot 7 and part of Lot 8, Block 21 of Mineola Townsites according to the plat thereof recorded in Cabinet 7, Page 47, Plat Records, Wood County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point dot in a hole on the Northwest line of said Lot 8, the North corner of a called 0.3944 acre tract of land, called Tract Two, conveyed to Campbell Saxon Development Company, LLC, by deed as recorded in Volume 2132, Page 14, Real Records, Wood County, Texas, and on the Southeast line of Hogg Street, from which an "X" found cut in concrete at the West corner of said 0.3944 acre tract and said Block 21 bears South 12 degrees 31 minutes 58 seconds West, a distance of 137.46 feet;

THENCE North 12 degrees 31 minutes 58 seconds East, with the Northwest line of said Block 21 and the Southeast line of Hogg Street, a distance of 132.52 feet to a 1/2 inch iron rod and yellow cap stamped "By-Line" set at the North corner of said Lot 6 and the intersection of the Southeast line of Hogg Street and the Southwest line of East Buchanan Street;

THENCE South 77 degrees 26 minutes 11 seconds East, with the Northeast line of Lot 6 and the Southwest line of East Buchanan Street, a distance of 125.03 feet to a 1/2 inch iron rod and yellow cap stamped "By-Line" set at the East corner of said Lot 6 and on the Northwest line of an Alley, from which a 1/2 inch iron rod found at the East corner of said Block 21 bears South 77 degrees 26 minutes 11 seconds East, passing at 19.57 feet a 1/2 inch iron rod and orange cap stamped "4140" found on the Southeast line of said Alley, and continuing in all a total distance of 144.58 feet;

THENCE South 12 degrees 31 minutes 58 seconds West, with the Southeast line of Lot 6, Lot 7 and partially with Lot 8 and the Northwest line of said Alley, a distance of 132.53 feet to a 1/2 inch iron rod and yellow cap stamped "By-Line" set at the East corner of said 0.3944 acre tract, from which a 1/2 inch iron rod found bears South 77 degrees 26 minutes 06 seconds East, a distance of 4.33 feet;

THENCE North 77 degrees 26 minutes 04 seconds West, over and across said Lot 8 and with the Northeast line of said 0.3944 acre tract, passing at 120.72 feet a 1/2 inch iron rod and red cap stamped "Saxon" found for reference, and continuing in all a total distance of 125.03 feet to the POINT OF BEGINNING and CONTAINING 0.38 acres of land.

I, Wayne Beets II, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual on the ground survey and that the monuments shown thereon were found and/or placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Mineola, Texas.

PRELIMINARY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

WAYNE BEETS II  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 6039

**SURVEYOR'S NOTES:**

- 1) BEARINGS ARE BASED ON NAD 83, TEXAS NORTH CENTRAL 4202, AS OBSERVED BY GPS.
- 2) NO EASEMENT RECORD SEARCH WAS MADE BY THIS OFFICE CONCERNING THIS PROPERTY.
- 3) NO FLOOD INFORMATION WAS RESEARCHED REGARDING THIS TRACT.

**FLOOD STATEMENT:**  
THE PROPERTY IS SHOWN AS BEING LOCATED IN ZONE X BY FLOOD INSURANCE RATE MAP NO. 48499C0340C, DATED 09/03/2010. IT IS SHOWN AS NOT BEING LOCATED IN A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YEAR FLOOD.



I (we) the undersigned owner(s) of the land shown on this plat, and designated herein as the REPLAT OF LOTS 6, 7 AND PART OF LOT 8, BLOCK 21, MINEOLA TOWNSITES subdivision to the City of Mineola, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I (we) further certify that all other parties who have a mortgage or lien interest in the REPLAT OF LOTS 6, 7 AND PART OF LOT 8, BLOCK 21, MINEOLA TOWNSITES subdivision have been notified and signed this plat.

I (we) further acknowledge that the dedications and/or exactions made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the city; I (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication of exactions made herein.

Witness, my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_

SUBSCRIBED TO AND SWORN BEFORE ME, a Notary Public in and for the State of Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public

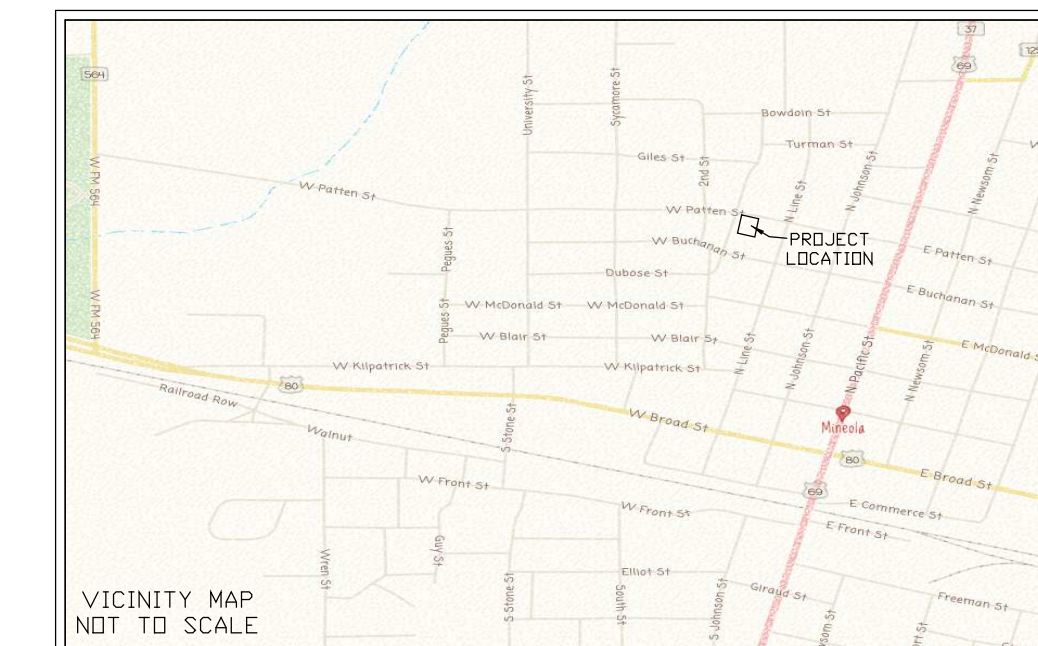
Reviewed for preliminary approval this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Planning and Zoning Commission Chairman

Approved for preparation of final plat this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Mayor, City of Mineola

REPLAT OF LOTS 6, 7 AND PART OF LOT 8, BLOCK 21 MINEOLA TOWNSITES WILLIAM PAGE SURVEY, ABSTRACT NO. 452 CITY OF MINEOLA WOOD COUNTY, TEXAS



HOGG STREET MINEOLA, TX		<p><b>BY-LINE SURVEYING LLC</b> P.O. BOX 834 Eldorado, TX 75840 Ph: (903) 473-5150 Firm No: 10194233 www.bylinesurveying.com</p>
DATE:	3/17/2020	
SCALE:	1" = 20'	
JOB NO.:	2020-240	
CLIENT:	CITY OF MINEOLA	
TECHNICIAN:	TYB	OWNER: CITY OF MINEOLA, TEXAS contact: William Crump