

**SEALED BID FORM**

**SALE OF SURPLUS REAL PROPERTY – 158.19 ac Tract within MCND#1 Jensen property**

Property Description: A tract of 158.19 acres, located within the District’s Jensen property on the west side of Jensen Point Road in Matagorda County, Texas.

I (We) make the following cash offer for the real property as listed below:

\$ \_\_\_\_\_ (dollars)

*[Enter amount of bid numerically (in numbers) and alphabetically (fully written). In the event of ambiguity or inability to reconcile to the enclosed payment, the District reserves the right to reject the bid.]*

I (We) have read, understand and agree that by submitting this bid/purchase offer I (we) agree and attest to the following terms and conditions:

Included with this Sealed Bid Form is a payment in the form of a cashier’s check, certified check or bidder’s bond in an amount equal to five percent (5%) of the bid for the Property, payable to Matagorda County Navigation District No. 1 (“MCND#1). The payment for the unsuccessful bids or rejected bids will be returned via U.S. Postal Service to the address listed on the Sealed Bid Form if payment is not retrieved by bidder within three (3) days after notification of unsuccessful bid.

Matagorda County Navigation District No. 1 reserves the right to accept or reject any and all bids and to waive any formalities in the bidding.

The sale of the Surplus Property to the winning bidder is subject to the approval of the MCND#1 Board of Commissioners. The Surplus Property is also subject to an existing pasture lease, which requires sixty (60) days’ written notice to Lessee to terminate said lease. Therefore, subject to the termination of the pasture lease, the closing of the sale may not occur until sixty (60) days from the date of the MCND#1 Board’s approval of the successful bid.

If the successful bidder fails, or refuses, to consummate the purchase transaction following the approval of the bid by MCND#1 Board of Commissioners, a penalty of five percent (5%) of the offered bid shall be retained by MCND#1 as liquidated damages.

Bidder understands that MCND#1 will provide a Special Warranty Deed at closing.

The Surplus Property must be accepted by the successful bidder “as is, where is, with all faults” based upon the bidder’s own investigations and not in reliance upon any statements or records furnished to the bidder by MCND#1.

To the maximum extent allowed by law, MCND#1 shall expressly disclaim, and Bidder shall expressly waive, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose.

MCND#1 disclaims responsibility as to the accuracy or completeness of any information relating to the Surplus Property for sale, and for any misrepresentations, failures of disclosures, errors or negligent or wrongful acts occurring in the context of or pertaining to the solicitation of bids or closing of the transaction.

