



## **CITY OF HONDO, TEXAS**

### **NOTICE OF POTENTIAL SALE AND REQUEST FOR BID RFB# 25-006**

**PUBLISHED DATE:  
NOVEMBER 20, 2025**

**RESPONSE DUE DATE:  
FEBRUARY 2, 2026**

Interested Parties must submit a SEALED RESPONSE PACKAGE containing one (1) original hard copy and one (1) USB flash drive with all digital files, to Rebekah Dolphus, City Secretary, City of Hondo, City Hall, 1600 Avenue M, Hondo, Texas 78861 by no later than 2:00 p.m. (CST), February 2, 2026.

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## SECTION 1. INTRODUCTION AND GENERAL INFORMATION

### A. Introduction

The South Texas Regional Airport and Intermodal Park at Hondo (the “Airport”) hereby notifies the general public and all interested parties that the City Council of the City of Hondo is seeking and will consider sealed bids for the purchase of real property (land and improvements) located near the Airport. The Airport intends to enter into a Purchase and Sale Agreement (“Sale Agreement”) to transfer title to the Property as described in this Request for Bids (“RFB”).

### B. Property Description

The Airport is owned and operated by the City of Hondo, Texas (the “City”). The Airport was built in 1942 for the US Army Air Corps for navigator training. After World War II, the government deeded the airfield to the City of Hondo. The City converted most of the former military airfield into the Airport.

The City of Hondo, Texas, Owner and Seller, is now offering a portion of the former military airfield property for sale by sealed bid. The portion of the property subject to the potential sale is 192.02 Acres located on the East side of Castro Avenue, just north of Spatz Rd and north of City Soccer Fields, in the City of Hondo, Medina County, Texas. The real property is located in Medina County, Texas generally described as follows (the “Property”):

**A 192.02 acre tract of land being situated in the City of Hondo in Medina County, Texas, being approximately 72.33 acres out of Survey No. 153, Abstract 752, S. Parker, original grantee, and approximately 0.96 acres out of Survey No. 152, Abstract No. 751, S. Parker, original grantee, and approximately 9.49 acres out of Survey No. 154, Abstract 357, L. Esser, original grantee, and approximately 109.24 acres out of Survey No. 155, Abstract 358, L. Esser, original grantee, and being out of a 463.272 acre tract conveyed from the United States of America to City of Hondo by deed dated November 13, 1985, and recorded in Volume 23, Page 706 of the Official Public Records of Medina County, Texas.**

The Property is further described in **EXHIBIT A** attached hereto. Information regarding the property is also available at the City’s website: <https://www.hondo-tx.org/218/Request-for-Bid-Quote-Notices>.

### C. Timeline

The City anticipates the following timeline for this solicitation:

EVENT	DATE	LOCATION
RFB Issued	November 20, 2025	City Secretary, Rebekah Dolphus, 1600 Avenue M, Hondo, Texas 78861
Deadline to submit questions	January 5, 2026	Email questions to: <a href="mailto:rdolphus@hondo-tx.org">rdolphus@hondo-tx.org</a> <a href="mailto:relder@hondo-tx.org">relder@hondo-tx.org</a>
Response to questions	January 12, 2026	Response posted at: <a href="https://www.hondo-tx.org/218/Request-for-Bid-Quote-Notices">https://www.hondo-tx.org/218/Request-for-Bid-Quote-Notices</a>
Bid due date	February 2, 2026, at 2 PM	City Secretary, Rebekah Dolphus, 1600 Avenue M, Hondo, Texas 78861
Anticipated preliminary award	Within 60 days after the opening of bids	

#### D. Deadline and Bid Requirements

The minimum qualified bid value to be considered for the Property is \$2,150,000.00. All sealed bids must be received at City Hall, 1600 Avenue M, Hondo, Texas 78861 before 2:00 p.m. on February 2, 2026. The City of Hondo will not accept bids after the deadline; no bid received after this deadline will be opened or considered. Use of the U.S. Postal Service, private delivery companies, or courier services is undertaken at the sole risk of the bidder. It is the bidder's sole responsibility to ensure that the bid is in the possession of the issuing office by the deadline. The City will date and time-stamp each bid upon submission, and a receipt will be provided to the respective bidder.

All sealed bids must be addressed to the attention of Ms. Rebekah Dolphus, City Secretary. **BIDDERS MUST PROVIDE ONE (1) ORIGINAL HARD COPY AND ONE (1) USB FLASH DRIVE WITH ALL DIGITAL FILES OF EACH BID.** All bids must include at a minimum the information specified in Section 4, below. Failure to include any required information will seriously penalize a bid's evaluation and may be cause for its rejection. The inclusion of any additional information that will assist in its evaluation is encouraged. The adequacy, depth, and clarity of the bid will influence, to a considerable degree, its evaluation. The bid submitted must be complete enough for selection to be made based solely on its contents.

#### E. Evaluation of Bids

City of Hondo staff will first examine the bids to determine their conformance with the requirements of this Notice of Potential Sale and Request for Bids. Any bids that are determined to be non-responsive will be rejected. Therefore, bidders should exercise particular care in reviewing the required bid format as set forth in this RFB. See Section 4 for a description of the submittal requirements, and Section 5 for the evaluation criteria of bids. City will designate a RFB selection committee to review the bids and submit its recommendations to Hondo City Council.

## F. Award of the Bid

City may select one bidder to enter a Sale Agreement for the Property. Selection will be made on the bid that is determined to be in the City of Hondo's best interests. The City is not required to accept any bid or to complete the sale of the Property. The City reserves the right to reject any or all bids. Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid.

City further reserves the right to designate a reserve or backup bidder. In the event the selected bidder should default or fail to purchase the Property as required in the Sale Agreement, the City would contact the backup bidder to similarly enter into a Sale Agreement based on the backup bidder's proposed bid price.

## G. Contact Person

Please submit written questions regarding this RFB to:

Rebekah Dolphus, City Secretary and Ryan Elder, Director of Aviation  
Email: [rdolphus@hondo-tx.org](mailto:rdolphus@hondo-tx.org) and [relder@hondo-tx.org](mailto:relder@hondo-tx.org)

No oral explanation in regard to the meaning of the requirements of RFB will be made and no oral instructions will be given before the section of the winning bidder. Requests from interested bidders for additional information or interpretation of the information included in this RFB should be directed in writing to email address above. No phone questions will be accepted.

The deadline for receipt of written questions shall be 12:00 PM (Noon) CST, January 5, 2026.

**All written responses will be posted on the City's website: <https://www.hondo-tx.org/218/Request-for-Bid-Quote-Notices>.**

## H. Information Provided by City

Information included in or provided with this RFB is provided solely for the convenience of the bidders. WHILE THIS INFORMATION IS BELIEVED TO BE ACCURATE, NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY THE CITY OF HONDO AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN OR PROVIDED WITH THIS RFB. Bidders are solely responsible for conducting such independent due diligence investigations as may be necessary for the preparation of bids. The City and its employees, consultants, agents, and advisors are not and will not be responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this bidding process.

## I. Costs and Expenses of Bidders

The City of Hondo accepts no liability under any circumstances for any costs or expenses incurred by bidders in making a bid, visiting and evaluating the properties, attending any meetings or interviews, participating in negotiations of the agreement, or in acquiring information, clarifying or responding to any condition, request, or standard contained in this RFB. Each bidder who participates in this bidding process does so at its own expense and risk and agrees that the City shall not reimburse any costs incurred during this process, whether or not any award results from the solicitation.

## SECTION 2. TERMS OF OFFERING

The City is seeking bidders who are willing and able to purchase the Property for the uses and purposes stated below, in accordance with the goals as stated herein, and in compliance with Standards and Controls established for the Property and other applicable and governing rules and regulations.

The goals of the City of Hondo in seeking development for the property include, but are not limited to, the following:

- Ensure the bid complies with requirements of this RFB.
- Ensure Bidder's proposed use is compatible with the land use described by this RFB and with Airport airfield operations and navigational systems.
- Ensure Bidder's bid and proposed use provides best value to the City.

## SECTION 3. STANDARDS AND CONTROLS

### A. Site Conditions and Terms and Proposed Uses

1. The Property is currently zoned Planned Development. The prospective bidder also understands and agrees that the use of the Property shall comply with all applicable codes and ordinances of the City of Hondo. The property is located on the East side of Castro Avenue, just north of Spatz Road and north of City Soccer Fields, in Hondo, Texas.
2. The City advises prospective bidders that the deed for the Property must include the following provisions:
  - a. Reservation of Water and Mineral Rights: City will reserve any and all water rights and mineral rights associated with the Property.
  - b. US Government Deed Covenants: Requirement to adhere to all restrictions, covenants, conditions, easements and encumbrances in the Deed Without Warranty between the United States of America and the City of Hondo, Texas, dated July 16, 1948, as amended January 27, 1959, and Deed of Release between the United States of America and the City of Hondo, Texas dated November 13, 1985, as amended by Supplemental Agreement dated November 13, 1985, and any and all conveyance documents referenced in the Release and Deed.
  - c. FAA Requirements: Requirement to adhere to all applicable obligations, commitments, restrictions, covenants and conditions set forth in the Federal Aviation Administration Airport Compliance Program Order 5190.6B.
  - d. Construction Deadline – Reverter: Requirement for completion of the proposed improvements shall be included in the bidder's proposal. The deed will include a reverter clause in favor of the City that will expire upon completion of the proposed improvements.

The form of the Special Warranty Deed, including the above-listed provisions, is attached hereto as EXHIBIT B.

3. The selected bidder will be required to enter a Sale Agreement with the City for the Property and immediately pay 10% of the purchase price. These monies will be forwarded to the title company to be held in escrow and later applied the purchase price at Closing. The Sale Agreement will require Closing to occur within 10 days of the effective date of the Sale Agreement.

All obligations of the parties for payment of brokers' fees are contained in separate written agreements. City has no Listing Broker for the Property. At Closing, City will pay Buyer's Agent a commission of up to three percent (3%) of the purchase price. City's obligation to pay the Buyer's Agent is subject to the selected bidder's actual payment of the purchase price at Closing. At Closing and upon receipt of good funds, City will authorize and direct the Title Company to pay three percent (3%) of the purchase price to Buyer's Agent from the sales proceeds.

At closing the City will convey its fee simple interest in the Property to the winning bidder by Special Warranty Deed, subject to any and all recorded instruments and/or any known or unknown unrecorded and/or apparent easements on the Property. Other than representing and warranting good title, the City offers no other warranties as to the property, and specifically disclaims all other warranties.

4. The Property is offered and will be conveyed in "AS IS" condition. The Property may or may not contain environmental hazards, drainage, or other site conditions that will need to be remediated by the bidder prior to its permitted use. The City of Hondo does not make any representation, guarantee, or warranty concerning the condition of the Property or its suitability for any particular use.
5. By responding to this Request for Bid, the bidder agrees that, should his/her/its bid be accepted by the City, closing on the Property will occur no later than forty-five (45) days after the City Council's acceptance of the bid. The successful bidder shall be responsible for *all* closing costs connected to the transfer of the Property, including escrow fee, title policy premium, and costs of recording deed. These costs are in addition to the amount offered in the sealed bid.

## **B. Additional Bidder Responsibilities**

The successful bidder shall be responsible for obtaining all permits, standard regulatory approvals, platting approvals, approvals for zoning changes and appeals, or regulatory changes of any kind, as well as any required engineering and environmental studies, unless otherwise requested to be waived or paid by the City in the response to this bid. The successful bidder will also be responsible for obtaining any permits, water rights and make any well improvements that may be needed for its proposed uses.

## SECTION 4. BID SUBMISSION REQUIREMENTS

### A. General Requirements

In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the Sale Agreement and will consist of this RFB, together with any additional documents identified in the Sale Agreement and any addendums and amendments signed by a City official with authority to do so. All shall have equal weight and be deemed a part of the entire Sale Agreement. If there is a conflict between RFB and the Sale Agreement, the provision more favorable to the City shall prevail.

When responding to this Request for Bid, a bidder must provide within the sealed bid:

- An irrevocable bid offer satisfying the requirements of Section 5, including a proposed purchase price in the amount of no less than \$2,150,000.00; and
- An earnest money deposit in guaranteed funds in the amount of 10% of the total bid amount;
- Description of proposed use(s) and improvements;
- Estimated value of improvements;
- Timeline for construction of improvements; and
- Either a pre-qualifying letter from a mortgage lender **OR** other verifiable proof of funds sufficient to cover the purchase price.

### B. Compliance with RFB

All bids must be in compliance with this RFB and satisfy the requirements of Section 5. Bids submitted without requested information or the forms requested in this RFB will be considered nonresponsive and rejected. Any alteration of the wording in this RFB by the bidder may result in rejection of the bid.

No lobbying of City employees, City officials, or City council members will be permitted or tolerated. The City will not provide information about its determination or any bids received until after the award of the contract.

### C. Bid Delivery and Acceptance

Bids must be received no later than 2:00 p.m., CST, February 2, 2026, at the City of Hondo, City Secretary's Office, 1600 Avenue M, Hondo, Texas 78861. The City will not be responsible for failure of services on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the submitter. Late submissions will be returned to the submitter unopened. The time stamp in the City of Hondo, City Secretary's Office is the time of record for the receipt of the bid.

Bidder must submit one (1) original hard copy and one (1) USB flash drive with all digital files of each bid in a sealed envelope or box. The bids must be submitted in a sealed envelope with the following information marked plainly on the front:

City of Hondo  
Attn: Rebekah Dolphus, City Secretary  
1600 Avenue M  
Hondo, TX 78861

Bid # 25-006 - 192.02 Acres located on the East side of Castro Avenue, just North of Spatz Rd and North of City Soccer Fields, in the City of Hondo, Texas.

All bids must have a table of contents and each section tabbed. Bidders shall mark the RFB number, due date, and company name clearly on the outside of the box or envelope. Bids received on time will be opened publicly at 2:00 PM CST, February 2, 2026. However, only names of bidders will be read aloud to avoid public disclosure of contents.

#### **D. Explanations and Clarifications**

Requests for explanations or clarifications may be emailed to Rebekah Dolphus, City Secretary and Ryan Elder, Director of Aviation identified in Section 1-G, above. Any explanation, clarification, or interpretation desired by a bidder regarding any part of the RFB must be requested in writing no later than 12:00 PM Central Time, January 5, 2026.

All requests must be received by the dates specified in Section 1-G and clearly identify the bidder's company name, point of contact, and RFB number. Nothing stated or discussed orally during any conversation shall alter, modify or change the requirements of this RFB. Only interpretations, explanations or clarifications of this RFB and answers to questions that are incorporated into a written amendment or addendum to this RFB issued by the City of Hondo shall be considered by bidders.

All amendments or addenda will be posted on the City's website: <https://www.hondo-tx.org/218/Request-for-Bid-Quote-Notices>. It shall be the responsibility of the bidder to make inquiries as to the addenda issued. All such amendments or addenda shall become a part of this RFB, and all bidders shall be bound by such amendments or addenda.

#### **E. Ambiguity, Conflict or Errors in RFB**

Bidders are expected to carefully examine all documents that make up the RFB. The City of Hondo assumes no responsibility for any errors or misrepresentations that result from the use of an incomplete RFB. If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFB, it shall immediately notify the City of such error in writing and request modification or clarification of the document.

#### **F. Cancellation or Modification of RFB and Rejection of Any and All Bids**

The City reserves the right to withdraw this RFB at any time and for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. If there is any disagreement or discrepancy between this RFB and any supplement or amendment, the most recent

supplement or amendment shall govern. The City reserves the right to waive irregularities in bids, if such action is in the best interest of the City. Any such waiver shall not modify any remaining RFB requirements or excuse the bidder from full compliance with the RFB specifications and other contract requirements, if the bidder is awarded the contract. The City shall accept all bids for review that are prepared and submitted in conformance with this RFB but reserves the right to accept or reject in whole or in part any or all bids submitted. The City reserves the right to request clarifications or corrections to bids. The unreasonable failure of a bidder to promptly supply information in connection with such a request may be grounds for determination of non-responsiveness and rejection of the bid. Receipt of a bid by the City or submission of a bid to the City confers no rights upon the bidder, nor does it obligate the City in any manner. The City reserves, at its sole discretion, the right to determine which bidders are qualified to provide services requested in this RFB.

#### G. Bidder's Indemnification

BIDDER DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF HONDO AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF BIDDER, HIS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR AN OTHER PERSON, OR FOR ANY CLAIM, LOSS DAMAGE, SUITS, DEMAND OR CAUSE OF ACTION RELATING TO THE BID, AWARD, NEGOTIATION, OR SELECTION OF BIDDER ARISING OUT OF OR IN CONNECTION WITH THIS RFB, AND BIDDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY OF HONDO FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF HONDO, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE BIDDER TO INDEMNIFY AND PROTECT THE CITY OF HONDO FROM THE CONSEQUENCES OF THE CITY OF HONDO'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF BIDDER, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOLE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR BIDDER OR ANY SUBCONTRACTOR UNDER WORKMAN'S COMPENSATION OR OTHER EMPLOYEE BENEFITS ACT.

BY SUBMISSION OF A RESPONSE TO RFB, BIDDER AGREES THAT IT SHALL BE

BOUND BY THE INDEMNIFICATION AND REMEDY PROVISIONS OF THIS RFB. IF ANY LIABILITY CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE OUT OF RFB, THE CITY OF HONDO MAY SEEK PAYMENT OF ANY EXPENSES INCURRED IN DEFENSE, SETTLEMENT, OR PAYMENT OF ANY JUDGMENTS, COSTS, FEES, CHARGES, EXPENSES, OR ANY EXPENDITURE NECESSARY DUE TO THE LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION THAT ARISES OUT OF RFB FROM THE BID SECURITY PROVIDED BY BIDDER PURSUANT TO THIS RFB.

## SECTION 5. BID CONTENTS

Bids should be submitted on 8.5 by 11-inch paper bound securely. Bids must contain and be organized as shown below. Each section should be separated by numbered tabs and cover clearly displaying the title of the RFB and Bid No. as follows:

**Request for Bid for Property Sale**  
**RFB No. 25-006**

**Tab 1: Table of Contents**

**Tab 2: Introduction & Bid:**

**Introduction:** Provide bidder's name and contact information, along with introductory information to bidder's bid. This information may be included in the form of a cover letter or the like.

**Proposed Use:** The bid should identify Bidder's proposed use of the Property, including a detailed description of the proposed improvements and estimated jobs (full and part time) that will be created. Bidders should include a project timeline for completion of the proposed improvements.

**Property Management & Projected Impact:** Provide a written proposal of planned maintenance and upkeep of the portion of the property whereby activities will take place including adjacent areas that may have impact on or be impacted by the proposed use of the property.

**Tab 3: Bidder biography and other information:** Provide brief history of bidder, including date bidder was founded, number of employees, company headquarters location and operating locations. Bidders may also provide any other general information that the Bidder believes is appropriate to assist the City in its evaluation.

**Tab 4: Purchase Bid:** Provide proposed purchase price for the Property in an amount not less than \$2,150,000.00. Bidder must also include within the sealed bid: an earnest money deposit in guaranteed funds in the amount of 10% of the total bid amount, and either a pre-qualifying letter from a mortgage lender OR other verifiable proof of funds sufficient to cover the purchase price.

**Tab 5: Addendum Acknowledgment Form(s):** If City issues an addendum for this RFB, then Bidder will be required to complete Addendum Acknowledgment Form. The form will be included in the addendum.

## SECTION 6. EVALUATION CRITERIA

### A. Evaluation Criteria

The RFB selection committee will evaluate and recommend to City of Hondo, City Council, the Bidder that best meets the evaluation criteria described below and which is most advantageous to the City.

Bids will be evaluated on the basis of their responses to all provisions of this RFB. The City will review bids based on a scale of 100 points utilizing the following criteria to evaluate the bids received. The City may use some or all of the criteria below in its evaluation and comparison of bids submitted, including, but not limited to, the following:

### B. Price (40 Points)

The City will review the Bidder's proposed price against the prevailing real estate market in which the Property is located. The City may reject any Bid with a price below the minimum price of \$2,150,000.00. The highest price Bid will receive the maximum score.

### C. Developer Capacity and Experience (5 Points)

1. The development team has a satisfactory record of past performance as demonstrated by the proposers experience in planning, constructing, marketing, managing and completing on time projects similar in size and scope to the proposed project.
2. The proposer has a history of successfully completing similar projects.
3. The proposer has a record of accomplishment of successful negotiations with governmental entities and/or community members on completed development projects.
4. Proposer has satisfactory references including names, phone numbers, and addresses for bank, credit, trade, and professional references.
5. Proposer has a satisfactory financial standing to complete the project, based on available assets and proposed equity in the project.

### D. Quality of Development Concept (10 Points)

1. Quality of scope of work, scale and character of the project.
2. Attractiveness and aesthetic compatibility with the surrounding environment. Quality of amenities such as a community gathering space, a park, or other green space.
3. Meeting or exceeding the requirements of the RFB, City of Hondo building requirements, and overall quality construction and internal aesthetics.
4. Providing energy efficiency gains, such as Energy Star standards from the U.S. Department of Energy and incorporating green building techniques.

#### E. Benefits to the City and Community (40 Points)

1. Provide direct financial benefits to the City that include, but are not limited to, incremental tax revenues, secondary financial impacts, employment and long term economic growth.
2. Providing benefits to the community that include, but are not limited to, streetscape improvements, landscaping, and neighborhood services.

#### F. Project Feasibility (5 Points)

1. Project is economically sound and based on established financial principles and supported market assumptions. This will be determined by reviewing the market study, development budget, summary of assumptions, and documented sources and uses of funds statement.
2. The Bidder has the ability to provide or obtain sufficient financial resources to successfully complete the project on the timetable set forth in Section 4.A. above.
3. Project does not face insurmountable regulatory hurdles or constraints.

#### G. Purchase and Sale Agreement

The City may select one or more bidders to enter into a Purchase and Sale Agreement for all or portions of the Property. The Sale Agreement will set forth the terms and conditions of the agreement between the City and the bidder. Decisions regarding award of the sale and terms of the award will be made by the City.

The Sale Agreement will be substantially in the form of the Purchase and Sale Agreement included in **EXHIBIT C**. The successful bidder will be bound by the terms and conditions of the Sales Agreement.

#### SECTION 7. RIGHTS RESERVED BY CITY

The City reserves the right in its sole discretion to recommend the sale of the Property included in this RFB based upon the written bids received by the City without prior discussion or negotiation with respect to those bids. All portions of this RFB will be considered to be part of the agreement and will be incorporated by reference. Any Sale Agreement awarded in connection with the RFB will be subject to approvals as required by the City Attorney for City of Hondo.

The City reserves the right to accept or reject any and all bids, at its sole discretion, received in response to this RFB, to waive minor irregularities, and to conduct discussions with all responsible bidders, in any manner necessary, to serve the best interest of the City.

The City reserves the right to request additional information from any or all bidders if necessary to clarify statements or data contained in the bids. The City reserves the right to reject any bid as a result of misrepresentation of any information contained in the bid.

While it is the present intention of the City to enter into a Sale Agreement on the Property as identified in this RFB as soon as practical, nothing contained in this RFB shall be construed as a warranty or commitment on the part of the City to be obligated to enter into a Sale Agreement and/or make conveyance of any interest in the Property.

## SECTION 8. ADMINISTRATIVE PROVISIONS

### A. Issue Date

The issue date of this RFB is November 20, 2025.

### B. Issuing Office

This RFB is issued by the City of Hondo, City Secretary, 1600 Avenue M, Hondo, Texas 78861.

### C. Obtaining RFB

The RFB will be made available free of charge. The RFB may be picked up at the City of Hondo, City Secretary, 1101 16<sup>th</sup> Street, Hondo, Texas 78861, between 8:00 a.m. and 5:00 p.m., weekdays. The RFB may also be downloaded from the City of Hondo's website at <https://www.hondo-tx.org/218/Request-for-Bid-Quote-Notices>

### D. Revisions and Addenda

Should it become necessary to revise any part of this RFB, provide additional information necessary to adequately interpret provisions and requirements of this RFB, the City may issue a formal written addendum and post it on the City's website. The addendum will include an Addendum Acknowledgment Form. **The Addendum Form should be signed and returned as part of the bid response. Failure to do so may cause the bid to be ineligible for consideration.** No oral or informal addendum to this solicitation shall be binding on the City.

### E. Award of Bid

Award of the bid to the successful bidder or bidders will be made within 60 days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of Hondo reserves the right to enter into a Sale Agreement for all or parts of the Property as deemed by the RFB selection committee to be in the best interest of the City.

### F. Withdrawing of Bid

Bids may be withdrawn any time prior to the official opening; a request for the non-consideration of bids must be made in writing to the City Secretary and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

### G. Assignment

The successful bidder may not assign its rights and duties in the event it is selected for award of sale without the written consent of the City of Hondo City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

## H. Attorney's Fees

If either party retains an attorney to enforce the contract, the party prevailing in litigation as determined by a court of law is entitled to recover reasonable attorney's fees and court costs.

## I. Governing Law and Venue

The construction and validity of the contract shall be governed by the laws of the State of Texas. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Medina County, Texas.

## J. Sovereign Immunity

Nothing in this RFB is intended to or shall have the effect of waiving any privileges or immunities afforded the City under Texas Law, including but not limited to, sovereign immunity or official immunity and it is expressly agreed that the City reserves such privileges.

## K. Bidder's Representation

By submitting its bid, Bidder represents that:

- a. Bidder has read and understands this solicitation;
- b. Bidder's bid is made in accordance with this solicitation;
- c. Bidder's bid is based upon the information set forth in this solicitation.

## L. Equal Opportunity

The successful Bidder must agree to abide by regulations pertaining to Equal Employment set forth in all applicable local, state and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability, or national origin.

## EXHIBIT A

### 192.02 Acres Metes and Bounds Description

STATE OF TEXAS  
COUNTY OF MEDINA

PREPARED FOR: City of Hondo

#### FIELD NOTES TO DESCRIBE

A 192.02 Acre Tract of land being situated in the City of Hondo in Medina County, Texas, being approximate acres out of original surveys as follows:

Survey No.	Abstract No.	Original Grantee	Acres
153	752	S. Parker	72.33
152	751	S. Parker	0.96
154	357	L. Essler	9.49
155	358	L. Essler	109.24

and being out of a 463.272 Acre Tract conveyed from the United States of America to City of Hondo by deed dated November 13, 1985 and recorded in Volume 23, Page 706 of the Official Public Records of Medina County, Texas, and being more particularly described as follows:

BEGINNING: At a 5/8" iron pin found by a 5" cedar post in the West line of Survey No. 190 and a 19.669 Acre Tract (Volume 528, Page 311, Official Public Records) and the East line of Survey No. 153 and said 463.272 Acre Tract for the Southeast corner of a 23.189 Acre Tract (Document #2017009200, Official Public Records) and the Northeast corner of this tract from which a 5/8" iron pin found by a 6" creosote post in the South line of F. M. Highway 462 for the Northeast corner of said 23.189 Acre Tract bears N 00° 03' 04" W 993.43 feet;

THENCE: Along a fence with the West line of Survey Nos. 190 and 189 and the East line of Survey Nos. 153 and 155 and said 463.272 Acre Tract and of this tract as follows:

S 00° 07' 47" E 668.54 feet with the West line of said 19.669 Acre Tract to a 5/8" iron pin found by a 6" cedar post for the Southwest corner of said 19.669 Acre Tract, the Northwest corner of a 0.332 Acre Tract (Volume 453, Page 372, Official Public Records), and an angle point of this tract;

S 00° 05' 07" E 638.77 feet with the West line of said 0.332 Acre Tract and Lots 6 and 5 of The Woodlands Subdivision (Volume 7, Page 222, Plat Records) to a 5/8" iron pin found for the Southwest corner of Lot 5, the Northwest corner of a 13.104 Acre Tract (Volume 404, Page 350, Official Public Records) and an angle point of this tract;

S 00° 03' 07" W 391.66 feet to a 5/8" iron pin found by a 2" pipe post for the Southwest corner of Survey No. 190 and said 13.104 Acre Tract, the Northwest corner of Survey No. 189 and a 6.760 Acre Tract (Volume 404, Page 350, Official Public Records), the Northeast corner of Survey No. 155, the Southeast corner of Survey No. 153, and an angle point of this tract;

S 00° 05' 13" E 918.78 feet to a 5/8" iron pin found by a 2" pipe post for the Southwest corner of said 6.760 Acre Tract, the Northwest corner of a 39.941 Acre Tract (Volume 313, Page 70, Official Public Records), and an angle point of this tract;

S 00° 06' 57" E 875.29 feet with the West line of said 39.941 Acre Tract and a 48.154 Acre Tract (Volume 275, Page 92, Deed Records) to a 5/8" iron pin set for the Southeast corner of this tract;

THENCE: N 89° 38' 29" W 2883.64 feet into said 463.272 Acre Tract along a fence, at 2857.86 feet pass a found 10" creosote post, continuing without fence to the Southwest corner of this tract;

THENCE: N 00° 07' 17" E 1894.11 feet with the East line of Castro Avenue to a 5/8" iron pin set for the lower Northwest corner of this tract;

192.02 Acre Tract – City of Hondo

THENCE: With the Northwest line of this tract passing 5/8" iron pins set as follows:

N 53° 41' 53" E 439.84 feet to an angle point;

N 57° 28' 32" E 168.98 feet to an angle point;

N 53° 47' 36" E 244.76 feet to an angle point;

N 52° 56' 08" E 168.97 feet to an angle point;

N 47° 16' 17" E 114.79 feet to an angle point;

N 49° 59' 52" E 87.37 feet to an angle point;

N 58° 37' 56" E 105.58 feet to an angle point;

N 63° 41' 24" E 190.20 feet to a 5/8" iron pin set for an exterior corner of this tract;

THENCE: N 90° 00' 00" E 408.93 feet to a 5/8" iron pin set for an interior corner of this tract;

THENCE: With the upper West line of this tract as follows:

N 00° 00' 00" E 180.37 feet to a 5/8" iron pin set for an angle point;

N 14° 17' 15" W 99.36 feet to a 6" creosote post found for an angle point;

N 15° 13' 01" E 533.93 feet along a fence to an 8" cedar post found for the Southwest corner of said 23.189 Acre Tract and the upper Northwest corner of this tract;

THENCE: Along a fence with the South line of said 23.189 Acre Tract and the North line of this tract as follows:

S 85° 44' 48" E 1092.55 feet to a 5/8" iron pin found for an angle point;

S 87° 10' 32" E 19.06 feet to the POINT OF BEGINNING.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

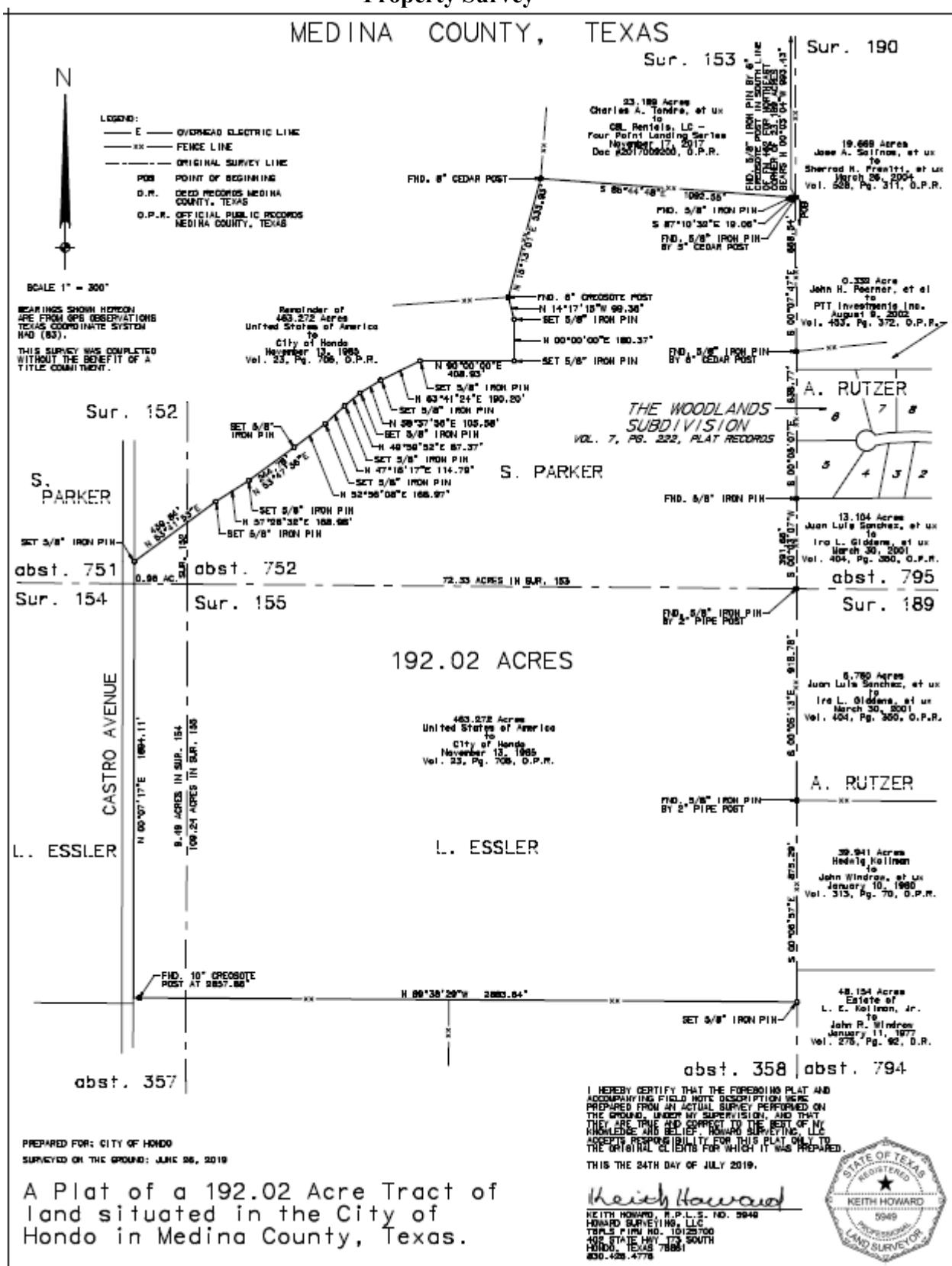
This the 24<sup>th</sup> day of July 2019.

  
Keith Howard, R.P.L.S. No. 5949  
Howard Surveying, LLC  
TBPLS Firm No. 10125700  
402 State Hwy 173 South  
Hondo, Texas 78861  
(830) 426-4776



**EXHIBIT A**  
**Property Survey**

**MEDINA COUNTY, TEXAS**



## EXHIBIT B

## FORM OF SPECIAL WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS  
COUNTY OF MEDINA

§ § §

## **SPECIAL WARRANTY DEED**

**Grantor:** CITY OF HONDO, a Texas municipal corporation

**Grantor's Mailing Address:** City of Hondo, Texas  
1600 Avenue M  
Hondo, Medina County, Texas 78861

**Grantee:** \_\_\_\_\_

**Grantee's Mailing Addresses:** \_\_\_\_\_

**Consideration:** The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for which no lien is retained, either expressed or implied.

### **Property (including any improvements):**

**A 192.02 acre tract of land being situated in the City of Hondo in Medina County, Texas, being approximately 72.33 acres out of Survey No. 153, Abstract 752, S. Parker, original grantee, and approximately 0.96 acres out of Survey No. 152, Abstract No. 751, S. Parker, original grantee, and approximately 9.49 acres out of Survey No. 154, Abstract 357, L. Essler, original grantee, and approximately 109.24 acres out of Survey No. 155, Abstract 358, L. Essler, original grantee, and being out of a 463.272 acre tract conveyed from the United States of America to City of Hondo by deed dated November 13, 1985, and recorded in Volume 23,**

**Page 706 of the Official Public Records of Medina County, Texas, said 192.02 Acres of land being more particularly described in EXHIBIT "A" Metes and Bounds Description attached hereto and incorporated herein for all purposes.**

**Reservations from Conveyance:**

This deed is made and accepted on the condition that the Property is used by Grantee for the purpose of constructing \_\_\_\_\_ and other related improvements and services to the public (the "Improvements"). Construction of the Improvements shall be completed within three (3) years as evidenced by a certificate of occupancy, contractor's Notice of Completion, or similar documentation providing for the lawful use and occupancy the Improvements (the "Construction Deadline"). Grantee may request in writing an extension from Hondo City Council for an additional one (1) year. A recorded affidavit executed and acknowledged by Grantor and Grantee stating that the Improvements have been constructed by the Construction Deadline, if not contradicted by a recorded statement filed within six (6) months after such filing, is conclusive evidence that the Improvements has been constructed by the Construction Deadline; and Grantee and third parties may rely on it.

In the event that the Improvements are not constructed by the Construction Deadline then Grantor may file a Notice of Reverter into the deed records and refund Grantee's purchase price for the Property. Upon such filing the Property will revert to Grantor, and Grantor's successors and assigns, and Grantee will forfeit all rights to the Property and third parties may rely on it.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor reserves all and singular rights and appurtenances belonging in any and all water rights, whether such water rights are deemed real or personal property. Grantor reserves all water rights authorized by the Edwards Aquifer Authority ("EAA") Permit To Withdraw Groundwater From the Edwards Aquifer under Grantor's EAA Permit No. P100861 (ME00306) of record in Vol. 456, Page 372, Official Public Records, Medina County, Texas, and EAA Initial Regular Permit To Withdraw Groundwater From the Edwards Aquifer under Permit No. P100860 (ME00305), of record in Vol. 729, Page 1279, Official Public Records, Medina County, Texas, or any successor or substitute permits, together with all rights associated therewith severable from the Property. Grantor further reserves all water rights authorized by the EAA, including but not limited to those granted under the following permit Nos: P100-198 (BE00081AC), P100-325 (BE00109G), P101-056 (ME00367A), P101-179 (ME00417AA), P101-312 (ME00479F), P101-695 (UV00437E), P101-747 (UV00461D), P101-799 (UV00478G), P101-958 (UV00537G), P102-038 (UV00576G), P102-141 (UV00630B), P102-407, P102-883, P108-321, and P108-380.

The acre feet of Base Irrigation Groundwater Rights (the "BIG") appurtenant to the Property (or the amount the EAA determines are appurtenant to the Property) derived from EAA Permit Nos. P100860, P108-321, P108-380 or any successor or substitute permit, together with all rights associated therewith, are conveyed by Grantor to Grantee in Fee Simple Determinable, which rights shall automatically revert back to the Grantor upon the date such BIG are no longer categorized as

Base Irrigation Groundwater by the EAA and therefore are severable from the Property. Grantee agrees that when the BIG automatically revert back to the Grantor under this paragraph, Grantee shall execute any and all reasonable documentation necessary to further evidence this reversion, including, but not limited to, an affidavit of reversion, deed of reversion or other such documentation; provided, however, that it is intended that no such documentation shall be necessary and that this reversion shall be automatic without the need for further action on the part of Grantor. Grantee also hereby designates and appoints Grantor as its nominee, representative and/or attorney-in-fact in all matters related to the conversion of the BIG including the right to amend or modify any permit issued by the EAA (or any successor entity with jurisdiction over the BIG) for the BIG to reflect title to the BIG in Grantor. The power of attorney granted herein is irrevocable and coupled with an interest. Grantor shall also bear all costs and expenses that are related to the conversion of the BIG. Grantor, for itself, its successors or assigns, will waive Grantor's right to use, enter upon or occupy any portion of the surface of the Property for purposes of exploring, producing, developing, or transporting any groundwater from the Edwards Aquifer reserved by Grantor, and not to place any fixtures, equipment, buildings or structures on the Property. Grantor also reserves to itself and shall be entitled to any proceeds from groundwater trust transfer contracts relating to, or the retirement and/or abandonment of the BIG. Grantee hereby designates Grantor as its nominee, representative and attorney-in-fact in all matters related to groundwater trust transfer contracts, and the retirement and/or abandonment of the BIG and agrees that such power of attorney shall be irrevocable and coupled with an interest.

Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the South Texas Regional Airport at Hondo ("Airport").

Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Property to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

Grantee expressly agrees for itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Property to restrict the height of structures, objects of natural growth and other obstructions on the Property. Grantee expressly agrees for itself, its successors and assigns to prevent any use of the Property described herein which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard.

#### **Exceptions to Conveyance and Warranty:**

This conveyance is made subject to any restrictions, easements, setback lines, covenants, conditions, reservations, terms and provisions of record affecting the property or which can be determined by a property survey, validly existing easements and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property including those items included in **APPENDIX 1** and the following additional matters, to the extent they validly exist:

1. All owners and persons claiming under an owner shall at all times comply with all state, city or federal law or ordinance pertaining to "Hazardous substances", "Hazardous materials", "Hazardous waste" or "Industrial solid waste" on the Property.
2. Any construction upon the Property must comply with any applicable city ordinances of the City of Hondo, and to the extent required applicable law, any owner seeking such construction shall obtain required permits and pay any and all applicable federal, state and local permit fees and adhere to all subdivision requirements of the City of Hondo.
3. Any Property owner, its assignees, or any person and/or entity in possession of the Property or any portion of the Property shall be responsible to take such actions as are necessary to ensure that the construction of improvements, alterations, additions and any maintenance work on the Property is conducted without interference to aviation activity and in compliance with any applicable rules and regulations of the Texas Department of Transportation and US Federal Aviation Administration.
4. Any Property owner, its assignees, or any person and/or entity in possession of the Property or any portion of the Property shall adhere to all restrictions, covenants, conditions, easements and encumbrances which run with the land as set forth in the all restrictions, covenants, conditions, easements and encumbrances which run with the land as set forth in the Deed Without Warranty from the United States of America to the City of Hondo, Texas dated July 16, 1948, as amended on January 27, 1959, and the Deed of Release from the United States of America to the City of Hondo, Texas dated November 13, 1985, as amended by Supplemental Agreement dated November 13, 1985, along with any and all conveyance documents referenced in said Release and Deed to the extent the same remain valid and enforceable.
5. Any Property owner, its assignees, or any person and/or entity in possession of the Property or any portion of the Property shall adhere to all applicable obligations, commitments, restrictions, covenants, and conditions set forth in the Federal Aviation Administration Airport Compliance Program Order 5190.6B to the extent that they remain valid and enforceable.
6. Any Property owner, its assignees, or any person and/or entity in possession of the Property or any portion of the Property shall: 1) obtain all required permits, standard regulatory approvals, platting approvals, approvals for zoning changes and appeals, or regulatory changes of any kind, as well as any required engineering and environmental studies unless otherwise requested to be waived by the Grantor, 2) obtain any permits, water rights and make any well improvements that may be needed for its proposed use, unless otherwise agreed to between the parties, and 3) pay any and all applicable federal, state and local permit fees related thereto.

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, **GRANTS, SELLS and CONVEYS** to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to

Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Warranty when the claim is by, through or under Grantor, but not otherwise.

**GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, THE VALUE, PHYSICAL CONDITION, SQUARE FOOTAGE, GOOD REPAIR, OPERABILITY, HABITABILITY, TENANTABILITY, SUITABILITY, MECHANTABILITY, PROFITABILITY, MARKETABILITY, PAST OR PRESENT COMPLIANCE WITH ANY RULES, REGULATIONS, COVENANTS OR RESTRICTIONS, DEVELOPMENT POTENTIAL OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT IT HAS THE RESPONSIBILITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS, AS BUYER DEEMS NECESSARY WITH RESEPECT TO THE PROPERTY.**

**GRANTEE IS TAKING THE PROPERTY IN AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.**

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the dates indicated below and EFFECTIVE as of the \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

**GRANTOR**

**CITY OF HONDO, TEXAS,**  
a Texas municipal corporation

By: \_\_\_\_\_  
John Naron, City Manager

## ACKNOWLEDGMENT

THE STATE OF TEXAS      §  
                                  §  
COUNTY OF MEDINA      §

Before me on this day personally appeared John Naron, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that John Naron executed the same as the act of City of Hondo, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public, State of Texas

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

My commission expires: \_\_\_\_\_

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
GRANTEE SIGNATURE, ACKNOWLEDGMENT,  
APPENDIX AND EXHBIIT FOLLOWS**

**GRANTEE:**

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**ACKNOWLEDGMENT**

THE STATE OF TEXAS      §  
                                  §  
CITY OF MEDINA      §

This instrument was acknowledged before me on \_\_\_\_\_, 2025,  
by \_\_\_\_\_ for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Texas

## APPENDIX 1

1. Restrictive covenants contained in Volume 144, Page 73, and amended by Volume 179, Page 617, Deed Records and Volume 23, Page 706, Official Public Records of Medina County, Texas.
2. Clear Zone-Glide Path easement over and across subject property as set out in Volume 144, Page 73, Deed Records and Volume 23, Page 706, Official Public Records of Medina County, Texas.
3. Blanket electric line right-of-way easement granted to San Antonio Public Service Company, recorded in Volume 105, Page 474, Deed Records of Medina County, Texas.
4. Gas line right-of-way easement granted to United Gas, Inc., recorded in Volume 244, Page 381, Deed Records of Medina County, Texas.
5. 15' wide water line right-of-way easement granted to West Medina Water Supply Corporation, recorded in Volume 23, Page 561, Official Public Records of Medina County, Texas.
6. Mineral and/or royalty interest, together with all rights relative thereto, express or implied, as described in instrument executed by United States of America to City of Hondo dated July 16, 1948, filed for record on July 23, 1948, and recorded in Volume 144, Page 73, of the Deed Records of Medina County, Texas.
7. The terms, conditions, stipulations and easements as set out in Deed dated July 16, 1948, executed by United States of America to the City of Hondo and as recorded in Volume 144, Page 73 and as amended in Volume 179, Page 617, Deed Records of Medina County, Texas.
8. The terms, conditions, stipulations and easements as set out in Deed of Release dated November 13, 1985, executed by United States of America to the City of Hondo and as recorded in Volume 23, Page 706, Official Public Records of Medina County, Texas.
9. Permit No. IRP (2002-ME00306) to withdraw 1,654,981 acre-feet per annum of groundwater from the Edwards Aquifer executed August 20, 2002 and effective January 1, 2003, by the Edwards Aquifer Authority to City of Hondo and recorded in Volume 456, Page 372, Official Public Records of Medina County, Texas.
10. Permit No. IRP 100-860 (ME00305) to withdraw 880 acre-feet per annum of groundwater from the Edwards Aquifer executed September 15, 2008, by the Edwards Aquifer Authority to City of Hondo and recorded in Volume 729, Page 1279, Official Public Records of Medina County, Texas.
11. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto appearing in the Public Records.
12. All terms, conditions, and other matters, including all rights, covenants, agreements, stipulations, easements, building setback lines, and dedications, as set forth in those documents referenced in no. 1 of this Appendix, or in the description of the property.
13. Rights of Parties in Possession.

## EXHIBIT "A"

14. Rights of Tenants in Possession, as tenants only, under unrecorded leases or rental agreements.
15. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the property.
16. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.

**EXHIBIT "A"**

Special Warranty Deed  
192.02 Acres

## EXHIBIT A

### 192.02 Acres Metes and Bounds Description

STATE OF TEXAS  
COUNTY OF MEDINA

PREPARED FOR: City of Hondo

#### FIELD NOTES TO DESCRIBE

A 192.02 Acre Tract of land being situated in the City of Hondo in Medina County, Texas, being approximate acres out of original surveys as follows:

Survey No.	Abstract No.	Original Grantee	Acres
153	752	S. Parker	72.33
152	751	S. Parker	0.96
154	357	L. Essler	9.49
155	358	L. Essler	109.24

and being out of a 463.272 Acre Tract conveyed from the United States of America to City of Hondo by deed dated November 13, 1985 and recorded in Volume 23, Page 706 of the Official Public Records of Medina County, Texas, and being more particularly described as follows:

BEGINNING: At a 5/8" iron pin found by a 5" cedar post in the West line of Survey No. 190 and a 19.669 Acre Tract (Volume 528, Page 311, Official Public Records) and the East line of Survey No. 153 and said 463.272 Acre Tract for the Southeast corner of a 23.189 Acre Tract (Document #2017009200, Official Public Records) and the Northeast corner of this tract from which a 5/8" iron pin found by a 6" creosote post in the South line of F. M. Highway 462 for the Northeast corner of said 23.189 Acre Tract bears N 00° 03' 04" W 993.43 feet;

THENCE: Along a fence with the West line of Survey Nos. 190 and 189 and the East line of Survey Nos. 153 and 155 and said 463.272 Acre Tract and of this tract as follows:

S 00° 07' 47" E 668.54 feet with the West line of said 19.669 Acre Tract to a 5/8" iron pin found by a 6" cedar post for the Southwest corner of said 19.669 Acre Tract, the Northwest corner of a 0.332 Acre Tract (Volume 453, Page 372, Official Public Records), and an angle point of this tract;

S 00° 05' 07" E 638.77 feet with the West line of said 0.332 Acre Tract and Lots 6 and 5 of The Woodlands Subdivision (Volume 7, Page 222, Plat Records) to a 5/8" iron pin found for the Southwest corner of Lot 5, the Northwest corner of a 13.104 Acre Tract (Volume 404, Page 350, Official Public Records) and an angle point of this tract;

S 00° 03' 07" W 391.66 feet to a 5/8" iron pin found by a 2" pipe post for the Southwest corner of Survey No. 190 and said 13.104 Acre Tract, the Northwest corner of Survey No. 189 and a 6.760 Acre Tract (Volume 404, Page 350, Official Public Records), the Northeast corner of Survey No. 155, the Southeast corner of Survey No. 153, and an angle point of this tract;

S 00° 05' 13" E 918.78 feet to a 5/8" iron pin found by a 2" pipe post for the Southwest corner of said 6.760 Acre Tract, the Northwest corner of a 39.941 Acre Tract (Volume 313, Page 70, Official Public Records), and an angle point of this tract;

S 00° 06' 57" E 875.29 feet with the West line of said 39.941 Acre Tract and a 48.154 Acre Tract (Volume 275, Page 92, Deed Records) to a 5/8" iron pin set for the Southeast corner of this tract;

THENCE: N 89° 38' 29" W 2883.64 feet into said 463.272 Acre Tract along a fence, at 2857.86 feet pass a found 10" creosote post, continuing without fence to the Southwest corner of this tract;

THENCE: N 00° 07' 17" E 1894.11 feet with the East line of Castro Avenue to a 5/8" iron pin set for the lower Northwest corner of this tract;

192.02 Acre Tract – City of Hondo

THENCE: With the Northwest line of this tract passing 5/8" iron pins set as follows:

N 53° 41' 53" E 439.84 feet to an angle point;

N 57° 28' 32" E 168.98 feet to an angle point;

N 53° 47' 36" E 244.76 feet to an angle point;

N 52° 56' 08" E 168.97 feet to an angle point;

N 47° 16' 17" E 114.79 feet to an angle point;

N 49° 59' 52" E 87.37 feet to an angle point;

N 58° 37' 56" E 105.58 feet to an angle point;

N 63° 41' 24" E 190.20 feet to a 5/8" iron pin set for an exterior corner of this tract;

THENCE: N 90° 00' 00" E 408.93 feet to a 5/8" iron pin set for an interior corner of this tract;

THENCE: With the upper West line of this tract as follows:

N 00° 00' 00" E 180.37 feet to a 5/8" iron pin set for an angle point;

N 14° 17' 15" W 99.36 feet to a 6" creosote post found for an angle point;

N 15° 13' 01" E 533.93 feet along a fence to an 8" cedar post found for the Southwest corner of said 23.189 Acre Tract and the upper Northwest corner of this tract;

THENCE: Along a fence with the South line of said 23.189 Acre Tract and the North line of this tract as follows:

S 85° 44' 48" E 1092.55 feet to a 5/8" iron pin found for an angle point;

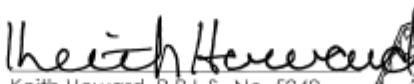
S 87° 10' 32" E 19.06 feet to the POINT OF BEGINNING.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

C

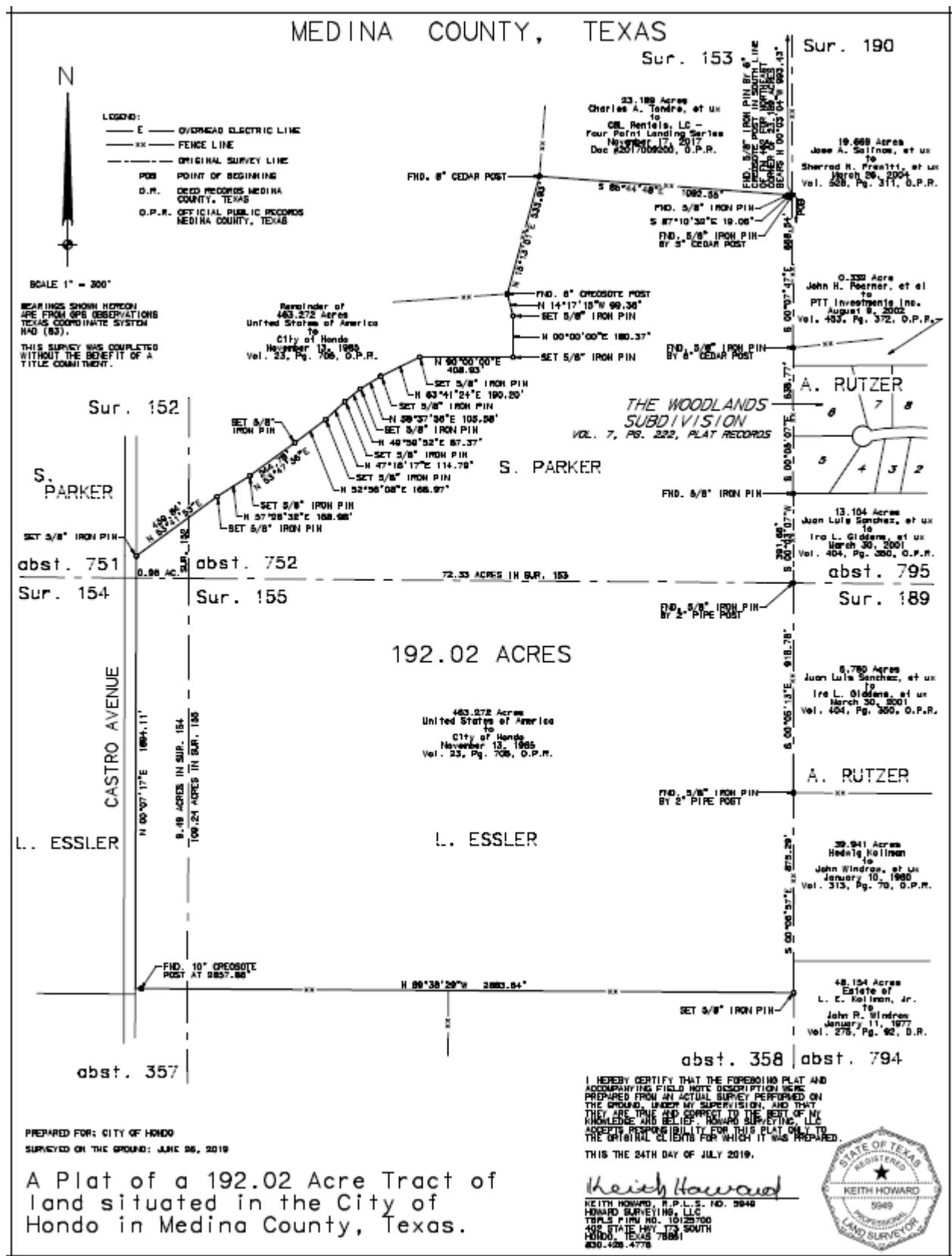
I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 24<sup>th</sup> day of July 2019.

  
Keith Howard, R.P.L.S. No. 5949  
Howard Surveying, LLC  
TBPLS Firm No. 10125700  
402 State Hwy 173 South  
Hondo, Texas 78861  
(830) 426-4776



# MEDINA COUNTY, TEXAS



## EXHIBIT C

### FORM OF PURCHASE AND SALE AGREEMENT

BIDDER# \_\_\_\_\_

### PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** to buy and sell real property ("Sale Agreement") by and between **CITY OF HONDO** (Seller), a Texas municipal corporation,

and

\_\_\_\_\_ (Buyer)

whose address is: \_\_\_\_\_

and will be effective on the date of the last of the signatures by Seller and Buyer as parties to this Sale Agreement ("Effective Date").

**1. AGREEMENT TO PURCHASE.** In consideration of the sum as identified in paragraph 2 below, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as:

**A 192.02 acre tract of land being situated in the City of Hondo in Medina County, Texas, being approximately 72.33 acres out of Survey No. 153, Abstract 752, S. Parker, original grantee, and approximately 0.96 acres out of Survey No. 152, Abstract No. 751, S. Parker, original grantee, and approximately 9.49 acres out of Survey No. 154, Abstract 357, L. Essler, original grantee, and approximately 109.24 acres out of Survey No. 155, Abstract 358, L. Essler, original grantee, and being out of a 463.272 acre tract conveyed from the United States of America to City of Hondo by deed dated November 13, 1985, and recorded in Volume 23, Page 706 of the Official Public Records of Medina County, Texas, said 192.02 Acres of land being more particularly described in **EXHIBIT "A"** Metes and Bounds Description and depicted on **EXHIBIT "B"** Property Survey attached hereto and incorporated herein for all purposes (the "Property").**

**2. PURCHASE PRICE.** At or before Closing, Buyer will pay the following sales price for the Property:

**High Bid Purchase Price** \$ \_\_\_\_\_

**Down Payment/Deposit** \$ \_\_\_\_\_  
(10% of contract price; check payable to City of Hondo, Texas)

**Balance of Purchase Price** \$ \_\_\_\_\_

(90% of contract price in U.S. Funds, due at Closing, not including Buyer's closing costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer)

**3. TITLE COMMITMENT.** Buyer acknowledges receipt of a title commitment issued on [REDACTED], 2025, (File No. [REDACTED]) ("Title Commitment") by Mission Title LP, 1510 Avenue M, Ste. #101, Hondo, Texas 78861, reflecting all instruments of record affecting the Property.

**4. FEASIBILITY PERIOD.** n/a.

**5. CLOSING.** Closing shall take place at Mission Title LP ("Title Company"), whose address is 1510 Avenue M, Ste. #101, Hondo, Texas 78861, within ten (10) days of the Effective Date of this Sale Agreement and/or after the City of Hondo City Council's acceptance of Buyer's bid, whichever event occurs first. Title Company shall act as escrow agent ("Closing Agent") for this sale.

**6. TAXES AND OTHER PRORATIONS.** Buyer acknowledges that Seller is a public entity and that the Property is therefore not subject to taxation. Buyer will assume responsibility for taxes on the Property after Closing.

**7. CLOSING COSTS AND PROCEDURE.**

**a) Seller's Costs.** Seller shall be responsible for the payment of its attorney's fees to prepare the Special Warranty Deed.

**b) Buyer's Costs.** At Closing, Buyer shall deliver the balance of Purchase Price and be responsible for payment of all closings costs connected to the sale of the Property including, but not limited to, the Closing Agent's escrow fees, title policy premium, costs relating to tax certificates, costs of recording the Special Warranty Deed and all additional sale or closing fees.

**c) Closing Procedure.** At Closing, Seller shall deliver to Buyer a Special Warranty Deed conveying fee simple title to the Property. Seller agrees to comply with the terms of this Sale Agreement and agrees that Seller's conveyance of Seller's rights in the Property will become effective at the time of closing. Possession of the Property shall be granted to Buyer at Closing, subject to those matters contained in the Title Commitment and this Sale Agreement. Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Sale Agreement, record the deed

and the other documents (if any) directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

**8. TERMS.** This is a cash sale and not contingent upon Buyer obtaining third-party financing. Buyer will pay 10% of the Purchase Price as the Down Payment/Deposit upon execution of this Sale Agreement. Buyer will pay the balance of the Purchase Price, along with any closing costs, at Closing on or before 5:00 p.m. not more than 10 days from the Effective Date.

**BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS SALE AGREEMENT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS SALE AGREEMENT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.**

**9. DOWN PAYMENT/DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Sale Agreement, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Sale Agreement. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless Seller cannot close the transaction.

## 10. BROKERS.

### A. Brokers:

The brokers to this Sale Agreement are:

(1). Seller: Seller has no listing Broker for the Property.

(2) Buyer:

Broker: \_\_\_\_\_

Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_

Email: \_\_\_\_\_

License No. \_\_\_\_\_

B. Fees. Seller agrees to pay Buyer's Broker, if any, a sales commission of up to three percent (3%) from the cash proceeds of the Purchase Price at Closing. Seller's obligation to pay Buyer's Broker sales commission is subject to Buyer's actual payment of the Purchase Price with good funds at Closing.

## 11. ADDITIONAL TERMS AND CONDITIONS:

The Special Warranty Deed for the Property will include the following provisions:

a) **Property Use Restriction.** The Property is currently zoned Planned Development. The prospective bidder also understands and agrees that the use of the Property shall comply with all applicable codes and ordinances of the City of Hondo. The Property is located at the East side of Castro Avenue, just North of Spatz Rd, and North of City Soccer Fields in the City of Hondo, Texas. The successful bidder's use of the Property must not interfere with airfield operations and navigational systems.

Buyer agrees he/she/it will only use the Property for the foregoing uses and understands that the conveyance deed will contain a restrictive covenant to these effects.

b) **Reservation of Water and Minerals Rights.** Buyer(s) acknowledge(s) and agree(s) that Seller will reserve from its conveyance all water and mineral rights associated with the Property. The mineral and water rights and interests (whether deemed real property, personal property, or other rights) associated with the Property being sold, transferred, and conveyed by Seller are being severed from and shall no longer be tied to or benefit the Property including, but not limited to, Seller's Edwards Aquifer Authority Permit To Withdraw Groundwater From the Edwards Aquifer under Permit No. P100861

(ME00306) and Initial Regular Permit To Withdraw Groundwater from the Edwards Aquifer Permit No. P100860 (ME00305).

**c) Airfield Operations.** Buyer agrees not to interfere with any airfield operations and its navigational systems in adjacent airfield property.

**d) Release and Deed Compliance.** Buyer agrees to adhere to all restrictions, covenants, conditions, easements and encumbrances which run with the land as set forth in the Deed of Release between the United States of America and the City of Hondo, Texas dated November 13, 1985, as amended by Supplemental Agreement dated November 13, 1985, and the Deed Without Warranty between the United States of America and the City of Hondo, Texas dated July 16, 1948, as amended on January 27, 1959, and any and all conveyance documents referenced in said Release and Deed to the extent the same remain valid and enforceable

**e) Federal Compliance.** Buyer agrees to adhere to all applicable obligations, commitments, restrictions, covenants and conditions set forth in the Federal Aviation Administration Airport Compliance Program Order 5190.6B to the extent that they remain valid and enforceable.

**f) Codes, Ordinances, State and Federal Law.** Buyer, its assignees, or any person and/or entity in possession of the Property or any portion of the Property, agrees that use of the Property shall comply with all applicable codes and ordinances of the City of Hondo, Texas, state and federal law including, but not limited to:

- i. City of Hondo, Texas Code of Ordinances, Chapter 9 - Unified Development Code for Planned Development and any other use of the Property is strictly prohibited except upon written approval by the City of Hondo authorized by its City Council.
- ii. Any construction upon the Property must comply with any applicable City Ordinances of the City of Hondo and, to the extent required, applicable law and shall adhere to all subdivision requirements of the City of Hondo.
- iii. Buyer, its assignees, or any person and/or entity in possession of the Property or any portion of the Property shall be responsible to take such actions as are necessary to ensure that the construction of improvements, alterations, additions and any maintenance work on the Property is conducted without interference to aviation activity and in compliance with any applicable TXDOT and FAA rules and regulations.

**g) Permits and Approvals.** Buyer agrees to:

- i. obtain all required permits, standard regulatory approvals, platting approvals, approvals for zoning changes and appeals, or regulatory changes of any kind, as well as any required engineering and environmental studies unless otherwise requested to be waived by the Seller,
- ii. obtain any permits, water rights and make any well improvements that may be needed for its proposed use, unless otherwise agreed to between the parties, and
- iii. pay any and all applicable federal, state and local permit fees related thereto.

## 12. CONDITIONS OF CLOSING.

- a) **Sale Agreement Compliance.** Seller and Buyer agree to comply with the terms of this Sale Agreement.
- b) **Special Warranty Deed.** The form of the Special Warranty Deed to be delivered by Seller is included in EXHIBIT “C” attached hereto, and will include the provisions described in Section 10 above.
- c) Seller will not be required to close until Buyer complies with all closing requirements set forth in the Title Commitment.

### **13. DISCLAIMER OF WARRANTIES (“AS-IS” CONVEYANCE).**

- a)** Buyer agrees and acknowledges that Buyer is purchasing the Property in an “As-Is, Where-Is” condition “WITH ALL FAULTS” and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller.
- b)** Buyer acknowledges and agrees that Seller has made no warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the Property.
- c)** Buyer acknowledges that it is Buyer’s responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the property. Buyer(s) acknowledge(s) that they have executed this contract based solely on their own independent due diligence investigations and findings, and not in reliance on any information provided by Seller or its affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller.
- d)** Without in any way limiting the generality of the preceding subparagraphs (a) through (c), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to the condition of the Property, either patent or latent.

### **14. PROPERTY INSPECTION.**

- (a)** It is the Buyer’s sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information they deem important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

**(b)** Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. **BUYER AGREES TO INDEMNIFY, PROTECT AND HOLD SELLER HARMLESS AGAINST ANY LIABILITY, DAMAGE, COST OR EXPENSE UNCURED, DIRECTLY OR INDIRECTLY, BY SELLER, AS RESULT OF BUYER'S INSPECTION, EXAMINATION, OR SURVEY OF THE PROPERTY, EITHER PRIOR TO, ON OR AFTER THE DATE HEREOF. THIS INDEMNITY INCLUDES SELLER'S RIGHT TO RECOVER ALL COSTS AND EXPENSES INCURRED BY SELLER TO ENFORCE THIS SECTION, INCLUDING SELLER'S REASONABLE ATTORNEY'S FEES. BUYER AGREES TO REPAIR ANY DAMAGE CAUSED BY SUCH INSPECTIONS AND TO RESTORE THE PROPERTY TO ITS CONDITION PRIOR TO THE INSPECTION. THIS PROVISION SHALL SURVIVE THE CLOSING AND ANY TERMINATION OF THIS CONTRACT.**

**15. TITLE & TITLE DEFECTS.**

**(a)** Buyer hereby agrees to accept title to the Property subject to exceptions and conditions stated in the Title Commitment including (i) all standard exclusions and printed exceptions set forth in the owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey map of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restriction and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 15 shall also be deemed Permitted Title Exceptions.

**(b)** Maps and depictions included in the marketing material are for illustration purposes only and Seller does not warrant or guarantee any of these materials or other information to be accurate or complete. The Buyer shall be responsible for their own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, line and any other applicable fees shall be at the Buyer's expense. The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment.

- 16. FIXTURES AND PERSONAL PROPERTY.** There is no personal property or fixtures located on the Property.
- 17. BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Sale Agreement; and Closing fails to occur by reason thereof, Buyer may terminate this Sale Agreement and receive the Deposit, or seek specific performance of this Sale Agreement. In no event shall Seller be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.
- 18. BREACH OF CONTRACT BY BUYER.**
  - a)** In the event the purchase and sale contemplated in this Sale Agreement is not consummated as a result of Buyer's defaults, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.
  - b)** In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller then, at Seller's option and without further notice, this Sale Agreement may be terminated immediately and any Down Payment/ Deposit held by Seller shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.
- 19. CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Date of Closing; thereafter all risk of loss shall be borne by Buyer.
- 20. NOTICES.** All notices under this Sale Agreement shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivery by a courier service to the addresses set forth next to the signature of each party below.
- 21. WAIVER.** No failure or delay on the part of Seller in exercising neither any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.
- 22. ENTIRE AGREEMENT; CONTINGENT UPON CITY COUNCIL APPROVAL; AMENDMENT.** This written Sale Agreement and the Exhibits, Schedules and Addenda attached hereto and made a part of this Sale Agreement signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede

any prior oral or written agreements between the parties with respect to the Property. This Sale Agreement is contingent upon approval by the City Council for the City of Hondo, Texas, and may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

23. **CONFLICT BETWEEN RFB AND SALE AGREEMENT.** In the event of any conflict between the Request for Bid and this Sale Agreement entered into between the parties hereto the provision more favorable to Seller shall prevail.
24. **SEVERABILITY.** The invalidity of any provision of this Sale Agreement shall not affect the validity or enforceability of any other provision set forth herein.
25. **ASSIGNMENT.** Buyer may not assign this Sale Agreement or Buyer's rights hereunder without the prior written consent of Seller, which consent may not be given or withheld in Seller's sole discretion.
26. **BINDING EFFECT.** This Sale Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.
27. **COUNTERPARTS.** This Sale Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
28. **ACKNOWLEDGMENT.** The Buyer certifies that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Sale Agreement on behalf of himself or herself. If Buyer is purchasing the Property on behalf of a for-profit entity, non-profit organization, or public agency, the Buyer is executing this Sale Agreement on behalf of such entity and Buyer certifies to Seller that Buyer has the authority to execute this Sale Agreement on behalf of such entity, and that such entity shall be bound by the matters contained herein.
29. **GOVERNING LAW.** This Sale Agreement is governed by the laws of the State of Texas and all obligations of the parties, and venue for any legal action under this Contract, are performable and shall take place in Medina County, Texas. This Sale Agreement is subject to all applicable Federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

30. **ATTACHMENTS.** The following Attachments/Exhibits are attached hereto and fully incorporated herein by reference for all parties:

**EXHIBIT "A"** - 192.02 Acres Metes and Bounds Description of Property  
**EXHIBIT "B"** - Property Survey  
**EXHIBIT "C"** - Special Warranty Deed

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SIGNATURE PAGE & ESCROW RECEIPT FOLLOWS**

**SAMPLE**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Sale Agreement, as of the Effective date.

SELLER:

City of Hondo, Texas, a Texas municipal corporation

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

Date: \_\_\_\_\_, 2025

BUYER:

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

Phone: \_\_\_\_\_

Fax#: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

**SAMPLE**

## **ESCROW RECEIPT**

The Title Company acknowledges receipt of:

- A. The Sale Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2025;  
and
- B. 10% Down Payment in the amount of \$ \_\_\_\_\_ in the  
form of \_\_\_\_\_ on \_\_\_\_\_, 2025.

Title Company: Mission Title LP  
Address: 1510 Avenue M, Ste. #101  
Hondo, Texas 78861  
Phone: (830) 741-4141  
Fax: (830) \_\_\_\_\_  
Email: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name \_\_\_\_\_

**EXHIBIT "A"**  
**192.02 Acres Metes and Bounds Description**

STATE OF TEXAS  
COUNTY OF MEDINA

PREPARED FOR: City of Hondo

FIELD NOTES TO DESCRIBE

A 192.02 Acre Tract of land being situated in the City of Hondo in Medina County, Texas, being approximate acres out of original surveys as follows:

Survey No.	Abstract No.	Original Grantee	Acres
153	752	S. Parker	72.33
152	751	S. Parker	0.96
154	357	L. Essler	9.49
155	358	L. Essler	109.24

and being out of a 463.272 Acre Tract conveyed from the United States of America to City of Hondo by deed dated November 13, 1985 and recorded in Volume 23, Page 706 of the Official Public Records of Medina County, Texas, and being more particularly described as follows:

BEGINNING: At a 5/8" iron pin found by a 5" cedar post in the West line of Survey No. 190 and a 19.669 Acre Tract (Volume 528, Page 311, Official Public Records) and the East line of Survey No. 153 and said 463.272 Acre Tract for the Southeast corner of a 23.189 Acre Tract (Document #2017009200, Official Public Records) and the Northeast corner of this tract from which a 5/8" iron pin found by a 6" creosote post in the South line of F. M. Highway 462 for the Northeast corner of said 23.189 Acre Tract bears N 00° 03' 04" W 993.43 feet;

THENCE: Along a fence with the West line of Survey Nos. 190 and 189 and the East line of Survey Nos. 153 and 155 and said 463.272 Acre Tract and of this tract as follows:

S 00° 07' 47" E 668.54 feet with the West line of said 19.669 Acre Tract to a 5/8" iron pin found by a 6" cedar post for the Southwest corner of said 19.669 Acre Tract, the Northwest corner of a 0.332 Acre Tract (Volume 453, Page 372, Official Public Records), and an angle point of this tract;

S 00° 05' 07" E 638.77 feet with the West line of said 0.332 Acre Tract and Lots 6 and 5 of The Woodlands Subdivision (Volume 7, Page 222, Plat Records) to a 5/8" iron pin found for the Southwest corner of Lot 5, the Northwest corner of a 13.104 Acre Tract (Volume 404, Page 350, Official Public Records) and an angle point of this tract;

S 00° 03' 07" W 391.66 feet to a 5/8" iron pin found by a 2" pipe post for the Southwest corner of Survey No. 190 and said 13.104 Acre Tract, the Northwest corner of Survey No. 189 and a 6.760 Acre Tract (Volume 404, Page 350, Official Public Records), the Northeast corner of Survey No. 155, the Southeast corner of Survey No. 153, and an angle point of this tract;

S 00° 05' 13" E 918.78 feet to a 5/8" iron pin found by a 2" pipe post for the Southwest corner of said 6.760 Acre Tract, the Northwest corner of a 39.941 Acre Tract (Volume 313, Page 70, Official Public Records), and an angle point of this tract;

S 00° 06' 57" E 875.29 feet with the West line of said 39.941 Acre Tract and a 48.154 Acre Tract (Volume 275, Page 92, Deed Records) to a 5/8" iron pin set for the Southeast corner of this tract;

THENCE: N 89° 38' 29" W 2883.64 feet into said 463.272 Acre Tract along a fence, at 2857.86 feet pass a found 10" creosote post, continuing without fence to the Southwest corner of this tract;

THENCE: N 00° 07' 17" E 1894.11 feet with the East line of Castro Avenue to a 5/8" iron pin set for the lower Northwest corner of this tract;

**EXHIBIT "A"**

192.02 Acre Tract – City of Hondo

THENCE: With the Northwest line of this tract passing 5/8" iron pins set as follows:

N 53° 41' 53" E 439.84 feet to an angle point;

N 57° 28' 32" E 168.98 feet to an angle point;

N 53° 47' 36" E 244.76 feet to an angle point;

N 52° 56' 08" E 168.97 feet to an angle point;

N 47° 16' 17" E 114.79 feet to an angle point;

N 49° 59' 52" E 87.37 feet to an angle point;

N 58° 37' 56" E 105.58 feet to an angle point;

N 63° 41' 24" E 190.20 feet to a 5/8" iron pin set for an exterior corner of this tract;

THENCE: N 90° 00' 00" E 408.93 feet to a 5/8" iron pin set for an interior corner of this tract;

THENCE: With the upper West line of this tract as follows:

N 00° 00' 00" E 180.37 feet to a 5/8" iron pin set for an angle point;

N 14° 17' 15" W 99.36 feet to a 6" creosote post found for an angle point;

N 15° 13' 01" E 533.93 feet along a fence to an 8" cedar post found for the Southwest corner of said 23.189 Acre Tract and the upper Northwest corner of this tract;

THENCE: Along a fence with the South line of said 23.189 Acre Tract and the North line of this tract as follows:

S 85° 44' 48" E 1092.55 feet to a 5/8" iron pin found for an angle point;

S 87° 10' 32" E 19.06 feet to the POINT OF BEGINNING.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 24<sup>th</sup> day of July 2019.

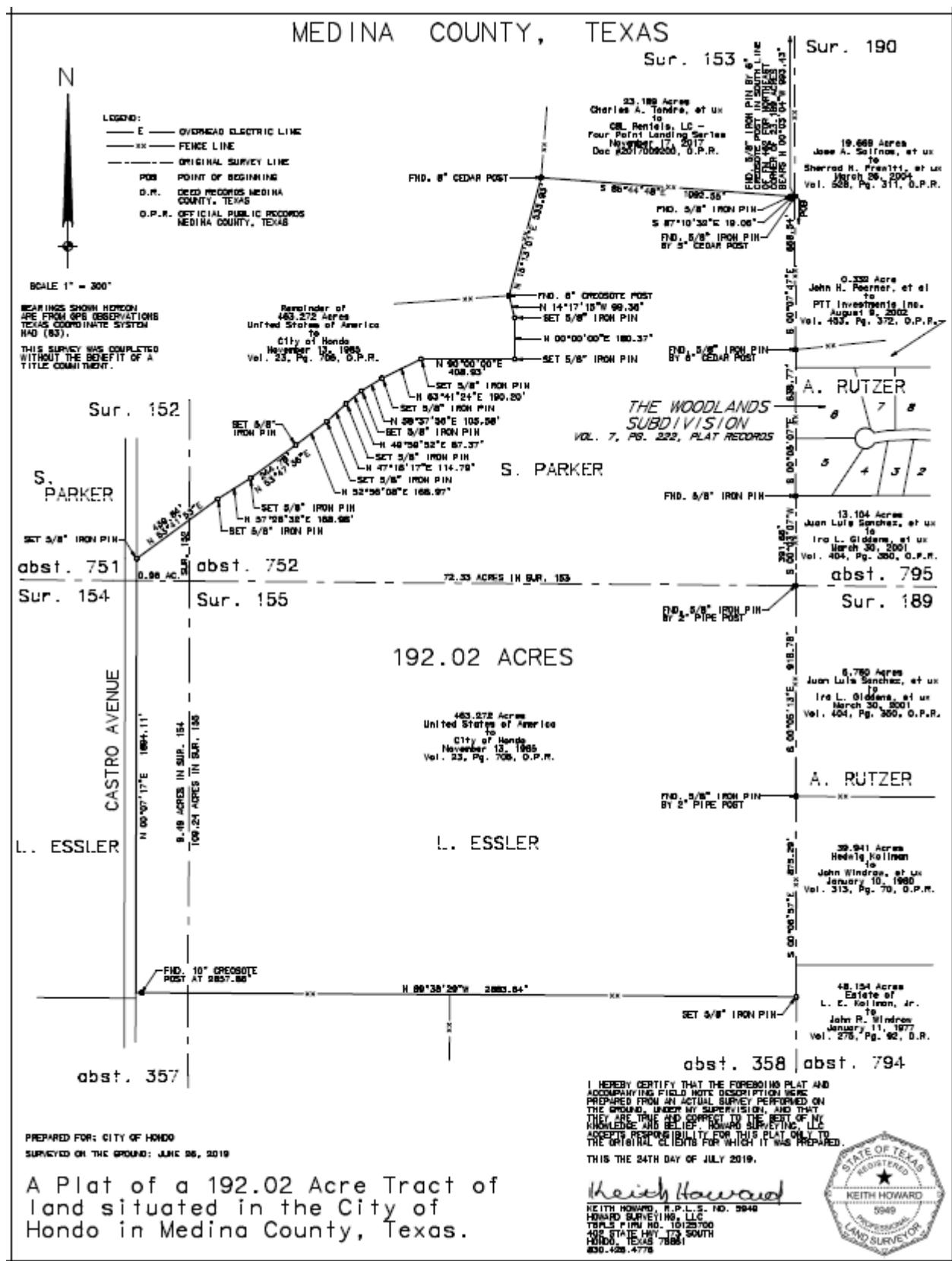
*Keith Howard*

Keith Howard, R.P.L.S. No. 5949  
Howard Surveying, LLC  
TBPLS Firm No. 10125700  
402 State Hwy 173 South  
Hondo, Texas 78861  
(830) 426-4776



**EXHIBIT "A"**

**EXHIBIT "B"**  
Property Survey



**EXHIBIT "B"**

**EXHIBIT “C”**

**FORM OF SPECIAL WARRANTY DEED**

*{To be added before closing}*

**EXHIBIT “C”**