



Denison Development Alliance

Request for Offers (RFO) for Sale of Real Property

104 East Main Street, Denison, TX 75020

0.4014 Acre – Property ID # 142607

Opening Date: October 21, 2025

Offer Due Date and Time: November 21, 2025 – 12:00 PM

RFO Opening Location:

Denison Development Alliance, 115 N. Rusk Ave., Denison, Texas 75020

For information contact:

Tony Kaai, President, Denison Development Alliance

Phone: (903) 464-0883

Email: tkaai@denisontx.org

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I. INTRODUCTION/PROPERTY DESCRIPTION

The Business and Industrial Corporation of Denison, Inc., which does business as the Denison Development Alliance (“DDA”) owns a parcel of raw land at a prime location on Denison’s award-winning Main Street, and desires to sell the land to a qualified buyer who will develop the land to its highest and best use and provide new investment, jobs and tax revenue. The land will be sold through a Request for Offers process which is detailed in this document.

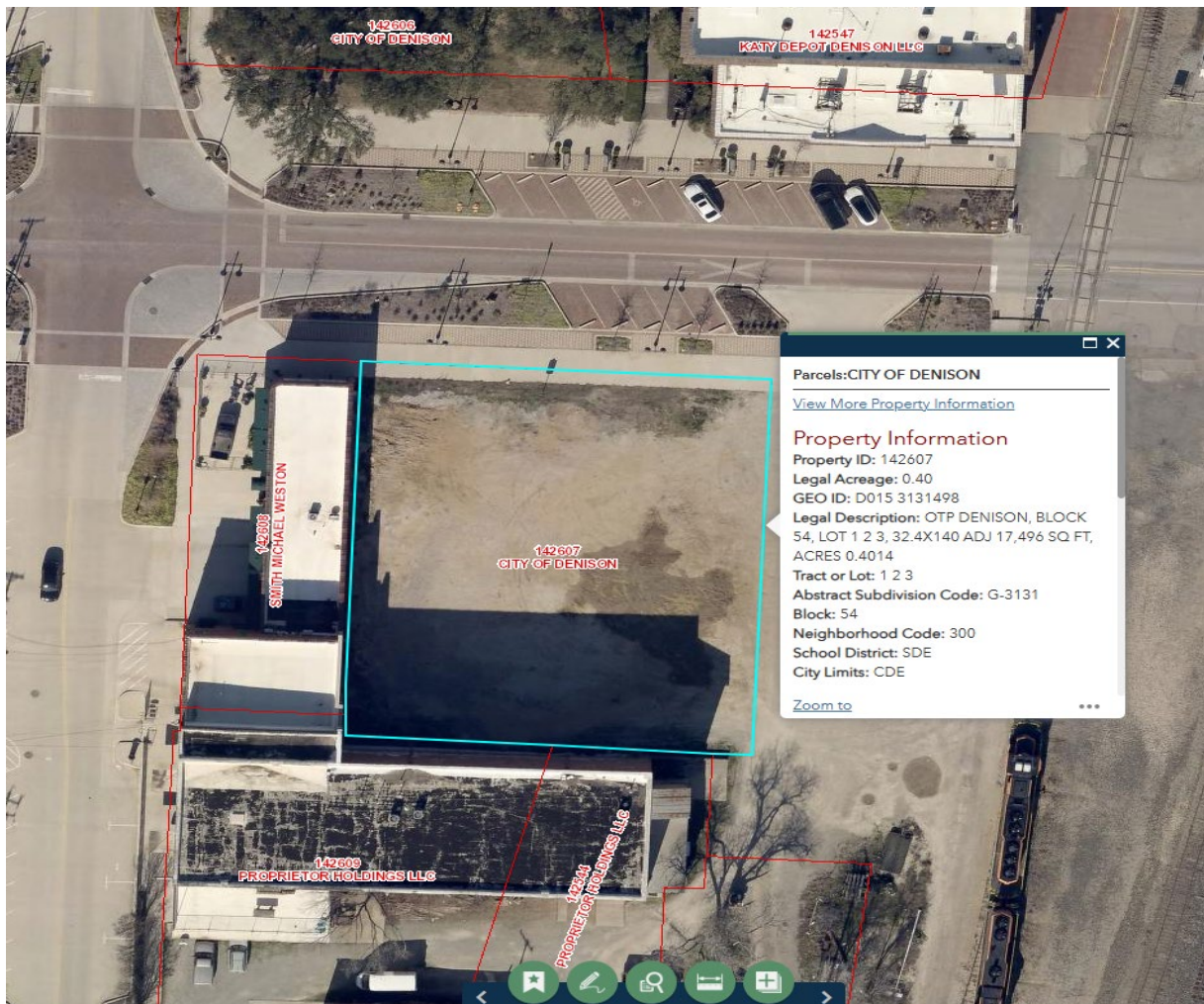
Property Description:

Acreage: 0.4014 Acre

Common Description: 104 East Main Street, Denison, Texas 75020

Legal Description: OTP DENISON, BLOCK 54, LOT 1 2 3, 32.4X140 ADJ 17,496 SQ FT, ACRES 0.4014

Grayson Central Appraisal District Property ID: 142607



II. SOLICITATION SCHEDULE

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of Denison Development Alliance (“DDA”).

Release of RFO:	October 21, 2025
Sealed offers due:	November 21, 2025 by 12:00 p.m.
Sealed offers opened by DDA:	November 21, 2025 after 12:00 p.m.
DDA due diligence review period:	November 21 2025 – December 1, 2025
DDA accepts offer:	December 2, 2025
Projected closing date:	60 Days from City Council approval

III. CONTACT INFORMATION

The contact person for this solicitation process is: Tony Kaai

Email: tkaai@denisontx.org
Mail: Denison Development Alliance
Attn: Tony Kaai, President
115 N. Rusk Ave.
Denison, TX 75020

Questions concerning the Property or Solicitation Schedule must be submitted to the contact person by email before the RFO due date shown in the schedule above. Contact with someone other than the contact person listed above, or his designated representative, may be grounds for removal from consideration.

IV. NOTICE TO OFFERORS:

The DDA is accepting offers for the sale of approximately 0.4014 acre generally located at 104 East Main Street, Denison, TX 75020 and more particularly described as Property ID 142607, OTP DENISON, BLOCK 54, LOT 1 2 3, 32.4X140 ADJ 17,496 SQ FT, ACRES 0.4014 (the “Property”).

Sealed offers must be received by the DDA staff on or before **12:00 p.m. on Friday, November 21, 2025. No offers will be accepted after this date and time.**

Interested parties may submit their sealed offers via delivery services (USPS, UPS, FedEx, etc.) or Personal Delivery to:

Denison Development Alliance
Attn: Tony Kaai, President
115 N. Rusk Ave.
Denison, TX 75020

All sealed offers must be clearly marked on the outside: "Request for Offers – Sale of Real Property 0.4014 acre – Property ID 142607." Similarly, the Offeror's name and the name of the organization, if applicable, must be written on the sealed offer.

It is the responsibility of the Offeror to account for any mail or delivery delays. Any offers received after the deadline set forth above will be rejected. Offerors accept all risk of late delivery regardless of instance or fault. Any offer received after the submission deadline will not be considered and remain unopened. Offerors accept all risks of delivery.

Each Offeror is required to complete every attached form; failure to do so may be used as a basis for rejection of an offer. The DDA reserves the right to reject any or all offers, to waive formalities, or to proceed otherwise when it is in the best interests of the DDA.

V. GENERAL OFFERING CONDITIONS:

CONDITIONS: These conditions apply to all offers and become part of the terms and conditions of any offer submitted and any agreement entered into subsequent thereto unless exception is taken in writing by the Offeror when submitting the Offer.

FORM: Offerors must submit original offer to the DDA prior to the response due date and time in a sealed envelope.

SURVEY/QUANTITY OF LAND: The DDA will provide a survey document, attached hereto as Appendix B, which will detail the exact quantity of land that will be subject to sale.

OFFEROR SHALL PROVIDE: With this Offer response, the Offeror shall provide all documentation required. Failure to provide this information may result in Offer rejection.

WITHDRAWAL OF OR AMENDING OFFER: Offers cannot be altered or amended after submission deadline. Prior to the deadline, Offerors may request withdrawal of their offers by picking up their sealed offers from the DDA office or making a written request for withdrawal (an email will suffice). If Offerors would like to amend their offers before the submission deadline, they may pick up their original offer from the DDA office and make any amendments; however, they must use a new envelope and reseal their amended offer or, in the alternative, reseal the envelope with Offeror's signature and date where the envelope will be opened on the opening date.

PRESENTATION OF OFFERS: No oral, telegraphic, or telephonic offers will be accepted. All Offers must be in writing.

CORRESPONDENCE: The title of the Offer must appear on all correspondence, inquiries, submittal documents, etc. pertaining to this RFO.

LATE OFFERS: Offers received by the DDA after the submission deadline will be considered void and unacceptable. The DDA is not responsible for lateness of mail or other forms of acceptable delivery.

ACCEPTANCE: The DDA will decide as to the responsiveness of Offers submitted based upon compliance with all applicable laws, project documents, including but not limited to the project specifications and contract documents. The DDA will notify the Successful Offeror upon acceptance of the Offer. All Offers received will be available for inspection at that time, unless otherwise provided by law.

INTERVIEWS: The DDA reserves the right, as part of its due diligence review process, to schedule interviews or presentations from any or none of the Offerors. Additionally, the DDA might request that a personal credit and/or criminal background investigation be conducted as part of its due diligence review process.

PROTESTS: The DDA reserves the right to sell, convey, and transfer this property to whomever it chooses based upon the best overall value to be delivered to the DDA. There will be no protest other than those remedies as allowed by State and Federal law.

OFFER AWARD: Unless stipulated in the attached Offer specifications, the DDA will accept the Offeror who provides the best value for the City of Denison. This will include the totality of the Offer and required supplemental items as described in this packet.

MINIMUM OFFER: Pursuant to State law, DDA cannot sell, convey, or transfer real property for less than fair market value. The DDA has received a fair market appraisal of the property, which will constitute a minimum offer amount of **\$400,000.00**.

MINIMUM STANDARDS FOR RESPONSIBLE OFFERORS: An Offeror must affirmatively demonstrate their responsibility and capability to fully execute their proposed development plan. Any Offeror must meet the following requirements:

- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with their proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible, as determined by the DDA, to receive an Offer acceptance.

The DDA may require other information sufficient to determine the Offeror's ability to meet these minimum standards.

ASSIGNMENT: If the Successful Offeror wishes to sell, assign, or convey the purchase contract, the DDA will evaluate the proposed buyer with the same standards as the initial Successful Offeror. Prior to closing, the Successful Offeror shall not sell, assign, transfer, or convey the purchase contract in whole or in part, without prior written consent of the DDA.

OFFER SECURITY: Each submitted Offer shall include a \$25,000 earnest money cashier's check made payable to the Denison Development Alliance. Any Offer submitted without an earnest money check shall be considered non-responsive and not considered for acceptance. Upon final acceptance of the Offer by the DDA, the earnest money check will be delivered to the title company and placed in an escrow account. The earnest money amount will be accurately reflected in the closing documents. Upon final acceptance of the Offer by the DDA, any other earnest money checks from the unsuccessful Offerors will be promptly returned. This return can either be in the form of hand delivery, pick-up, or regular mail.

TITLE COMPANY: The DDA will use Security Title, Inc., located at 3401 N. Heritage Parkway, Sherman, TX 75092 to complete the sale and transfer of the Property.

DISCLOSURE OF CERTAIN RELATIONSHIPS: If the Offeror does not have a direct business relationship with any DDA board members, City of Denison elected or appointed officials, then they must complete the enclosed Conflict of Interest Acknowledgment and Affidavit of No Prohibited Interest and include it in their submittal. If the Offeror does have a direct business relationship with any DDA board members or City of Denison elected or appointed officials, then they must complete the enclosed Conflict of Interest Acknowledgment and Disclosure of Relations document and include it in their submittal.

USE OF PROPERTY: A description of the proposed use and development of the property will be required of the Offeror. Development of the property will be restricted in the following manner:

- The property will only be sold for mixed use, retail, restaurant, or for its highest and best use as determined by the DDA and approved by the City Council.
- The agreed upon development plan shall occur within two years of closing, consisting of a one-year deadline to begin construction and a two-year deadline to receive a Certificate of Occupancy. A Performance Deed of Trust shall be recorded against the property to ensure performance and the ability for DDA to regain ownership if deadlines are not attained.
- Requirement for masonry, stone, and/or similar building materials to be used as provided by City code.

The deed restriction/performance deed of trust will be created based upon the development proposal made by the Successful Offeror and shall be drafted prior to closing and be executed at closing.

SUCCESSFUL OFFEROR SHALL: Defend, indemnify and save harmless the DDA, all its officers, agents, employees, and all entities who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Successful Offeror, or any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, performance under, any contract which may result from offer acceptance.

TERMINATION FOR DEFAULT: The DDA reserves the right to enforce the execution of a property purchase contract in any manner prescribed by law or deemed to be in the best interest of the DDA in the event of breach or default of this Offer.

REMEDIES: The Successful Offeror and the DDA agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

VENUE: The purchase contract will be governed and construed according to the laws of the State of Texas. The purchase contract is performable in Grayson County, Texas.

NO PROHIBITED INTEREST: The Offeror acknowledges and represents they are aware of the laws of the State of Texas and City of Denison Ordinances regarding conflicts of interest.

CONTRACT FORM: The Successful Offeror must submit a completed and signed Unimproved Property Contract from the Texas Real Estate Commission as part of their Offer proposal. The sale and purchase of the Property will be governed by the terms and conditions of the real estate contract and the development requirements will be included therein. (See Appendix C). **Please note the Special Provisions language in Paragraph 11 and the attached Addendum.**

DEVELOPMENT REGULATIONS: The Offeror will be required to affirm that they have read and understand the City of Denison's regulations on development. Information on City of Denison's Codes and Development Regulations can be found at: <https://www.denisontx.gov/158/Community-Development>. It is the responsibility of the Offeror to communicate with the City of Denison's Development Services to receive all applicable development ordinances, applications and permits.

CLOSING COSTS: The Successful Offeror shall pay all closing costs. The DDA will not make any concessions or rebates towards closing costs.

APPLICABLE LAW: The Offeror and/or Successful Offeror shall comply with all Federal, State, and City/Local laws, statutes, ordinances, regulations, and policies, as they exist, may be amended or in the future arising, applicable to the Offeror. Offeror and/or Successful Offeror shall ensure that its officers, employees, agents, contractors, and other parties performing services for or on behalf of said Offeror shall comply with all applicable laws, statutes, ordinances, regulations, and policies.

MINIMUM OFFER: Per State Law, any public entity seeking to sell, transfer, or convey real property must do so at fair market value. Offeror acknowledges that the minimum Offer price is **\$400,000.00**.

TITLE INSURANCE: The Offeror will provide Title Insurance on the Property.

SURVEY AND LEGAL DESCRIPTION: The DDA will provide a survey and legal description of the Property with this Offer.

UTILITIES: The DDA makes no guarantee as to the availability of utilities to the Property and the Property will be conveyed "as-is". Offeror should confirm with the City of Denison the current infrastructure serving the site.

NO WARRANTY OR ORAL GUARANTEES/ASSURANCES: Specifically, no warranty, written, expressed or implied, is made regarding the Property as to the suitability of use for building/construction of any structure(s), suitability for habitation, compliance with applicable laws and/or regulations, or clear title. It is the sole responsibility of any Offeror to examine the Property, research building codes, encumbrances, physical location, and all other aspects of the Property prior to submitting an Offer on the Property. Although a survey is provided herein, Offerors should confirm the location of the Property on the ground prior to submitting any Offer. No oral guarantee or assurance concerning the Property has been made, and furthermore, no DDA employee is authorized to make any guarantee or assurance. Offerors are cautioned to investigate this Property thoroughly before submitting an Offer.

RESERVATIONS: The DDA reserves the right to reject any and all Offers. This issuance of Solicitation does not obligate the DDA to contract for expressed or implied services. The DDA will not reimburse Offerors for any costs incurred during the preparation or submittal of responses to this Solicitation. Furthermore, the DDA reserves the right to:

- Waive any defect, irregularity or informality in any submitted offer or procedure.
- Extend the Solicitation closing time and date.
- Reissue this Solicitation in a different form or context.
- Waive minor deviations from specifications, conditions, terms, or provisions of the Solicitation, if it is determined that waiver of the minor deviations improves or enhances the DDA's interests under this Solicitation.

ACTIONS UPON ACCEPTANCE: The DDA will consider the submitted Offers and select a Successful Offeror and approve the selection of the Successful Offeror and authorize the execution of the sales contract. The offer price and unimproved property contract with performance provisions must be approved by City Council to be effective; therefore, City Council approval shall be sought by the DDA. Once approved by City Council, The DDA representatives will execute the sales contract and deliver the contract and earnest money check to the Security Title, Inc. Closing and funding of the sale must occur within sixty (60) days from the date of City Council approval, unless a request is made in writing to the DDA and approved by the DDA. If any of the following occur, the Successful Offeror will be disqualified, and the DDA may offer the sale to the next Offeror:

- There has been a stop payment on funds.
- The purchase and sale of the Property cannot be closed.
- Payment is not timely made or is invalid.
- City Council does not approve the offer price, unimproved property contract with performance provisions.

VI. SUBMISSION INSTRUCTIONS AND REQUIRED OFFER CONTENT:

- A. **Submission Instructions:** The Offeror must provide the requested information in a sealed envelope and must comply with all instructions. Offers submitted which are not in compliance with these instructions are subject to being disqualified at the sole discretion of the DDA. Before submission, Offerors are responsible for examining and being familiar with all specifications,

maps, surveys, contracts, standard provisions, instructions, and terms and conditions of the Solicitation and their responses.

- i. All Offers must include the requested information, attachments enclosed in this packet, and enclosure of earnest money funds and a signed Unimproved Property Contract (attached as Appendix C hereto). Any required supplemental material must be included as an Attachment or Enclosure and clearly marked as such.
- ii. All Offer packets must be secured in a sealed envelope clearly marked: **Offer Packet – 0.4014 Acre – Property ID 142607** with Offeror’s name and company of Offeror, if applicable.
- iii. All required forms/attachments must be signed by a representative of the Offeror authorized to bind the Offeror contractually.
- iv. **Offers must be received at DDA no later than 12:00 p.m. on Friday, November 21, 2025.** Submissions of offers may be via delivery services (USPS, UPS, FedEx, etc.) or Personal Delivery to:

Denison Development Alliance
Attn: Tony Kaai, President
115 N. Rusk Ave.
Denison, TX 75020

It is the responsibility of the Offeror to account for any mail or delivery delays. Any offers received after the deadline set forth above will be rejected. Offerors accept all risk of late delivery regardless of instance or fault. Any offer received after the submission deadline will not be considered and remain unopened. Offerors accept all risks of delivery.

- v. All submissions and accompanying documentation will become the property of the DDA and will be subject to Open Records pursuant to the Texas Public Information Act.

B. Required Information in Offer Packet: The Offer Packet must have a cover page that clearly indicates the Offeror’s name, address, email address and pertinent contact information for the Offeror, the Property ID and address, and the offer amount with Signature of Offeror and the date. Thereafter, the Offeror must clearly address each of the following topics by including separate sheets of paper that have the following headings: 1) Property Development, 2) Project Financing, 3) References, 4) Transaction, 5) Project Incentives, and 6) Miscellaneous. The Offeror must sign and date the bottom of the last page addressing each individual topic.

Under each heading/topic, the following items must be addressed:

i. Property Development:

- a. The Offeror will present a conceptual development plan. The DDA will require a commercial development that will build out the Property to its highest and best use and provide a high value/impact development to the City of Denison both in terms of the

- purchase price, investment level, type of investment, tax revenue generated and anticipated created jobs.
- b. The Offeror will provide his/her/its development track record and history. The Offeror will detail similar developments recently successfully completed. Pictures of the successful developments are encouraged.
 - c. The Offeror will list relationships with the identified development team, e.g., the engineers, architects, planners, civil construction firm(s), builder(s), owners' reps, etc. that the Offeror will use for the project.
 - d. The Offeror will describe their proposed development schedule. This can include, but is not limited to, site grading and preparation, infrastructure installation, construction timeline, and development phasing.

ii. Project Financing:

- a. If financing is required, a letter of credit or some other commitment from a financial institution indicating that the Offeror has the ability to receive funding for the total project, including but not limited to land acquisition, utility and infrastructure construction, construction, etc.
- b. In the alternative, personal or business financial statements that prove the Offeror, and any key development partner, has the ability to pay for the Property and perform under the contract/performance deed of trust.
- c. PLEASE NOTE: The DDA may request that the Offeror and any key development partner agree to perform a personal credit check, a criminal background check, if an entity, a search of the Secretary of State, and any other investigation deemed necessary to show the Offeror is in good standing and makes the offer in good faith.

iii. References:

- a. The Offeror will provide references from other developments completed or on-going in other communities, which may be contacted to verify the trustworthiness of the Offeror.
- b. If there are no other developments, Offeror will so state.

vi. Transaction:

- a. The Offeror will acknowledge that the DDA will not make any concessions towards closing costs and that Offeror has the ability to pay such costs.
- b. The Offeror will acknowledge that the Property is currently zoned light industrial and will need to be rezoned. The DDA will assist with the re-zoning process.
- c. The Offer will acknowledge that a Performance Deed of Trust will be recorded against the Property to encourage performance and that the DDA can regain ownership of the Property if performance measures are not achieved.

v. Project Incentives:

- a. The Offeror will state whether Offeror has already applied for economic incentives or assistance programs or will need them for development of the Property.

- b. The Offeror's statement of understanding that Offeror is allowed to apply for any other eligible and applicable economic development incentive/assistance programs, but this request for submission is not an offer of economic development incentive/assistance and there is no guarantee such incentive/assistance will be provided.

vii. Miscellaneous:

- a. Consideration will be given to the Offeror who makes a commitment, to the fullest extent possible, to purchase building materials from local Denison suppliers and use local sub-contractors. Please include a statement as follows: "By signing my name to this document and including it as a required attachment to my Offer packet to the DDA, I hereby affirm that, to the fullest extent possible, my development project will seek to purchase materials from Denison suppliers and use local (Denison and/or Grayson County based) sub-contractors, e.g. plumbers, electricians, etc." If Offeror does not plan to use local Denison Suppliers or subcontractors, the Offeror must so state.
- b. The Offeror will provide a statement acknowledging that the Offeror will comply with all the City of Denison's development codes, as follows: "By signing my name to this document and including it as a required attachment to my Offer packet to the DDA, I hereby affirm that I have read and fully understand the City of Denison's development codes and standards and that my proposed development will be constructed in compliance with all applicable City regulations."

C. **Required Attachments in Offer Packet:** The following attachments should be included in the Offer:

- i. Offer Attachments Cover Page
- ii. Establishing Authority to Execute Contract
- iii. Conflict of Interest Acknowledgement
- iv. Disclosure of Relations
- v. Texas Public Information Act
- vi. Reference Sheet
- vii. Acknowledgement of Deed Restriction

These attachments have been included under Appendix A in this Offer Packet.

D. **Required Enclosures in Offer Packet:** The following enclosures are required to be included in the Offer Packet:

- i. A \$25,000 cashier's check made out to the Denison Development Alliance which consists of the earnest money deposit. If there is not a cashier's check enclosed with the Offer Packet, it will not be considered; and
- ii. An executed and signed Unimproved Property Contract. The Unimproved Property Contract is attached as Appendix C hereto.

APPENDIX A

(Required Attachments and Enclosures for Offer Packet)

OFFER ATTACHMENTS COVER PAGE

0.4014 Acre – Property ID 142607; 104 East Main Street, Denison, TX 75020

The undersigned hereby acknowledges that they have been provided a copy of the RFO, including the Submission Instructions and Required Offer Content; that they have read and understand the information contained therein (including that no guarantees have been or can be made), and that they are in compliance with the RFO and propose the purchase of the above described property for the amount indicated. Further, the undersigned agrees, if this Offer is accepted, to fully comply in strict accordance with the RFO, the Offer, and provisions attached hereto as follows:

Offer Amount		Minimum Offer \$400,000
Attachments:		
	Authority to execute contract	Offer Attachment A
	Conflict of Interest Acknowledgement	Offer Attachment B
	Disclosure of certain relationships form	Offer Attachment C
	Texas Public Information Act – Confidential information	Offer Attachment D
	Reference Sheet	Offer Attachment E
	Deed Restriction Acknowledgement	Offer Attachment F
Earnest money cashier's check - \$25,000		Offer Enclosure 1
Executed and signed Unimproved Property Contract		Offer Enclosure 2

Printed Name of Company or Individual: _____

Signature of Person Authorized to Offer: _____

Printed Signatory's Name and Title: _____
(if a legal entity)

Date: _____

Attach this cover page with
all required offer Attachments

Attachment A

ESTABLISHING AUTHORITY TO EXECUTE CONTRACT

When an instrument is signed on behalf of a business entity, documentation must be submitted that states the person signing on behalf of a business entity has the authority to do so. That documentation may be in the form of a resolution approved by a corporate board of directors, charter provisions, partnership agreement, etc.

If a business entity has a document authorizing one or more individuals to enter into contracts or execute any instrument in the name of the business entity that it may deem necessary for carrying on the business of the entity, a certified copy of that document may be submitted.

If the business has a document stating who can execute documents for the business (such as a corporate resolution, charter provisions, corporate by-laws, etc.) the certification below may be signed, and that document included in the Offer packet.

CERTIFICATION REGARDING ATTACHED DOCUMENT

I, the undersigned person, as {title} _____ of {business entity} _____, certify that the attached document authorizes [name of person] _____ to execute contracts and other documents on behalf of said business entity and said document has not been revoked, altered, or amended and is still in full force and effect.

SIGNED this _____ day of _____, 2025.

(Signature)

(Printed Name)

Attach document to this form

If a corporation does NOT have a document authorizing someone to execute contracts on behalf of the corporation, this resolution form may be used to establish that authority.

RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of {name of corporation}

_____ that {name} _____ is hereby authorized to execute a contract with the Denison Development Alliance for the purchase of approximately 0.4014 acre of property located at 104 East Main Street, Denison, TX 75020 for the purpose of developing the property in accordance with the attached development proposal.

_____, Secretary, is authorized to attest the signature binding the corporation.

Corporate Seal

Corporate Name

By: _____

Title: _____

ATTEST:

Secretary of Corporation

CERTIFICATION

I, _____, Secretary of _____ Corporation, certify that the above resolution was adopted by the Board of Directors of _____ Corporation at a meeting on the _____ day of _____, 2025.

By: _____

Title: _____

If a business entity has no document declaring who has authority to execute a contract on behalf of a business entity, this affidavit must be completed.

AFFIDAVIT OF AUTHORITY TO SIGN FOR COMPANY, CORPORATION, OR PARTNERSHIP

Name of Business Entity: _____

Which is (Business organization): Corporation Professional Corporation
 General Partnership Limited Partnership Limited Liability
 Partnership Limited Liability Company Professional
 Limited Liability Company

On behalf of the above-named business entity, I, the undersigned, certify and affirm that the following named person has authority to execute contracts and other documents on behalf of said business entity:

By (signature): _____

Name (printed): _____

Title: _____

I declare under penalty of perjury that the above is true and correct.

Witness: (signature) _____

Name: printed) _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO, SUBSCRIBED AND WITNESSED BEFORE ME this _____ day of _____, A.D. 2025.

Seal

Notary Public in and for said County and State

Attachment B

CONFLICT OF INTEREST ACKNOWLEDGEMENT

OFFEROR:

Name: _____

Local Government Officers City of Denison, Texas DDA Board of Directors and Staff

For purposes of completion of the required Disclosure of Relations for the DDA of Denison, Texas, (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor: Robert Crawley

Council
Members:

Michael Courtright, Council Place 1
James Thorne, Council Place 2
Josh Massey, Council Place 3
Spence Redwine, Council Place 4
Aaron Thomas, Council Place 5
Teresa Adams, Council Place 6/Mayor Pro Tem

City Attorney: Julie Fort of Messer Fort, PLLC

Denison Development Alliance Board Members:

Mark Kuneman, Chairman
Charles Pool, Vice-Chairman
Janet Gott, Treasurer
John Hoover, Secretary
David Spindle, Member

Denison Development Alliance Staff:

Tony Kaai, President
Tiffany Barney-Harolds, Vice-President of Business Development
Sarah Bergeron, Vice-President of Operations

I acknowledge receipt of this disclosure list on the ____ day of _____, 2025.

By (signature): _____

Name (printed): _____

Title: _____

Attachment C

DISCLOSURE OF RELATIONS WITH DDA BOARD MEMBER, DENISON CITY COUNCIL MEMBER, DENISON ELECTED OR APPOINTED OFFICIAL, DENISON OFFICER OR DDA/CITY OF DENISON EMPLOYEE

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the DDA is now doing with the entity listed below and/or could impact future decisions.

- Name of Entity/Business/Person doing business with the DDA: _____
Is the above entity: (Mark one)
☐ A Corporation ☐ A partnership ☐ A sole proprietor or individual
☐ Other (specify) _____
- Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on a Council member, DDA Board member, appointed official, officer, or employee of the DDA of Denison?
 NO – there is no such relationship between Entity/Business/Person and the DDA of Denison
 YES – a person who is a/an ☐ Owner ☐ Principal ☐ Manager of this Entity/Business/Person is:
☐ Related to by blood or marriage,* and/or ☐ A member of the same household as,
 and/or ☐ Financially dependent upon** and/or ☐ Financially supporting**

 To a Denison ☐ City Council member ☐ DDA Board Member ☐ Appointed official
☐ Officer ☐ Employee

* As used here, “related to” means a spouse, child or child’s spouse, and parent or parent’s spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives.)

** As used here, “financially dependent upon” and “financially supporting” refers to situations in which monetary assistance – including for lodging, food, education, and debt payments – is provided by owner, principal, or manager of #1 to Council member, DDA Board member, appointed official, officer, or employee of the DDA of Denison or that Council member, DDA Board member, appointed official, officer, or employee of the DDA of Denison provides to owner, principal, or manager of #1.

If **YES**, provide (a) the name of owner, principal, or manager, and (b) the name of the Council member, DDA Board member, appointed official, officer, or employee of the DDA of Denison (include the department the DDA officer or employee works, if known), and (c) if a relationship by marriage or blood/kinship exists. (Use back of sheet if more space is needed.)

(a) Name of owner, principal, or manager	(b) Name of Council member, DDA Board member, appointed official, officer, or employee of the City/DDA	(c) What is the relationship or household arrangement

Is a current City Council member, board member, or employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

[] **NO** (no person involved/working for Entity/Business/Person is a City Council member, board member, officer, or employee of the DDA.)

[] **YES**, a person is (a) a current: ☐ City Council member ☐ DDA Board member ☐ Appointed official ☐ Officer ☐ Employee

(a) And is ☐ An owner ☐ A principal ☐ A manager of the entity/business/person listed in #1 ☐ An employee ☐ An independent contractor of the entity/business/person listed in #1

If YES, provide the name of owner, principal, manager, employee, or independent contractor who is a City Council member, board member, officer, or employee of the DDA. Include the department the officer or employee works in, if known.

Signature _____ Printed Name: _____ Date _____

Attachment D

TEXAS PUBLIC INFORMATION ACT

All proposals, data, and information submitted to the DDA of Denison are subject to release under the Texas Public Information Act (“the Act”) unless exempt from release under the Act. You are encouraged to NOT submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your Offer.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the DDA of Denison which involves your submission, you will be notified by the DDA of the request so that you have an opportunity to present your reasons for claims of confidentiality with the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

- ☐ The Offer submitted to the DDA contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- ☐ The Offer submitted contains confidential information which is labeled and may be found on the following pages: _____

Offeror: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Attachment E

REFERENCE SHEET

The Offeror shall identify at least three project references from other communities in which the Offeror has done a similar project. These references will be called to verify the soundness of the Offeror and the type of experience they had with the DDA, whether or not the project was successful, if the Offeror fulfilled their obligations, and if the Offeror was in general a good business partner with the community.

Reference 1

Community		Contact Person	
Phone Number		Email Address	
Type of Project		Project Size	

Reference 2

Community		Contact Person	
Phone Number		Email Address	
Type of Project		Project Size	

Reference 3

Community		Contact Person	
Phone Number		Email Address	
Type of Project		Project Size	

Attachment F

DEED RESTRICTION ACKNOWLEDGEMENT STATEMENT

By signing my name to this document and including it as a required attachment to my Offer packet to the DDA, I hereby acknowledge that the DDA will develop a Deed Restriction/Performance Deed of Trust document requiring certain development requirements, restricting uses and building materials on the property, to be created based on my proposed development concept, and to be executed at closing.

Printed Name of Company or Individual: _____

Signature of Person Authorized to Offer: _____

Printed Signatory's Name and Title (if legal entity): _____

Date: _____

Enclosure 1

(\$25,000 Cashier's Check – Earnest Money)

Enclosure 2

(Executed and Signed Unimproved Property Contract)

APPENDIX B

PROPERTY SURVEY

Main Street

S88°47'45"E 7551.59'

between conc. nail found at the cl intersection of Main Street & Maurice Avenue
& brass cap found at the cl intersection of Main Street & Crockett Avenue

Scale:
1"=30'

P.O.B.

"V" set in concrete

S88°47'45"E 124.90'

1/2" capped rebar set (RPLS 6578)

0.401 Acres

being all of the
City of Denison, Texas
17,486 Sq. Ft. tract of land
Inst. No. 2017-25845,
R.P.R.G.C.T.

Houston Avenue

Block 54

Lot 5

Lot 4

Lot 3

Lot 2

Lot 1

Two Story Brick Building

Two Story Brick Building

10'x50' portion of alley conveyed to Proprietor Holdings, LLC in Inst. No. 2021-13617, R.P.R.G.C.T.

Lot 6

Lot 7

Lot 8

Lot 9

Two Story Brick Building "110 S. Houston Street"

Proprietor Holdings, LLC
0.1461 acres
Inst. No. 2025-18284
R.P.R.G.C.T.
(fully described as Third Tract in Vol. 5808, Pg. 711, O.P.R.G.C.T.)

M. K. & T. Railway Co.
property in
Vol. 30, Pg. 613
now owned by
Union Pacific
Railroad Co.

Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System. All distances are grid distances.

Owner: City of Denison

Address: 104 E. Main Street
Denison, Texas

This survey is for the sole benefit of the Owners stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief.

Legal Description is as follows: Lots 1, 2 and 3 and a portion of the platted alley, Block 54, Original Town Plat of Denison, Texas as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas and an adjoining tract to the East. Field Notes attached herewith.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0170 F, Revised Date: September 29, 2010.

Note: This survey was done without the benefit of a title commitment.

Job No. AGD561025

Helvey-Wagner Surveying, Inc.

222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191

Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100



Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: October 31, 2025

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net

Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100

Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES

0.401 ACRES

SITUATED in the City of Denison, County of Grayson, State of Texas, being a part of the James Roland Survey, Abstract No. 1014, being all of Lots 1, 2 and 3, Block 54 of the Original Town Plat to the City of Denison, Texas as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas and a portion of the 20 ft. wide alley lying South of and adjacent to said Lots 1, 2 and 3 and being the same 17,486 Sq. Ft. tract of land conveyed by Correction Instrument as to Recorded Original Instrument Correcting a Special Warranty Deed from Katy Antique Station, Inc. to the City of Denison, Texas on November 16, 2017 and recorded in Inst. No. 2017-25845, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an “V” cut in concrete in the South right-of-way line of Main Street, a public street, at the Northeast corner of Lot 4, said Block 54 and the Northwest corner of both said Lot 3 and the City of Denison 17,486 sq. ft. tract;

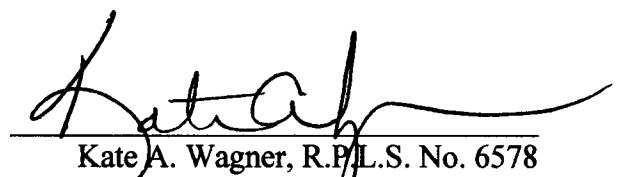
THENCE South 88 deg. 47 min. 45 sec. East, with the South right-of-way line of said Main Street and the North line of both said Lots 1, 2 and 3 and City of Denison 17,486 sq. ft. tract, a distance of 124.90 ft. to a ½ inch capped rebar set, stamped “RPLS 6578” at the Northeast corner of said City of Denison 17,486 sq. ft. tract;

THENCE South 01 deg. 12 min. 51 sec. West, with the East line of said City of Denison 17,486 sq. ft. tract, a distance of 140.00 ft. to an “x” set in a concrete wall at the Southeast corner of said City of Denison 17,486 sq. ft. tract;

THENCE North 88 deg. 47 min. 45 sec. West, with the South line of said City of Denison 17,486 sq. ft. tract, passing the Northeast corner of the 0.1461 acre tract of land conveyed to Proprietor Holdings, LLC in Inst. No. 2025-18284, said Real Property Records, continuing and passing the Northwest corner of said Proprietor Holdings, LLC 0.1461 ac. and the Northeast corner of Lot 9, said Block 54 and continuing now with the South line of said 20 ft. wide alley and the North line of said Lot 9 and Lot 8, said Block 54, a distance of 124.90 ft. to a point in a building, at the Northwest corner of said Lot 8, the Northeast corner of Lot 7, said Block 54, the Southeast corner of the 10 ft. by 50 ft. portion of alley conveyed to Proprietor Holdings, LLC in Inst. No. 2021-13617, said Real Property Records and the Southwest corner of said City of Denison 17,486 sq. ft. tract;

THENCE North 01 deg. 12 min. 15 sec. East, with the West line of said City of Denison 17,486 sq. ft. tract, passing the Southwest corner of said Lot 3 and the Southeast corner of said Lot 4, continuing now with the West line of said Lot 3 and the East line of said Lot 4, a distance of 140.00 ft. to the **PLACE OF BEGINNING** and containing **0.401 ACRES** of land




Kate A. Wagner, R.P.L.S. No. 6578
October 31, 2025

APPENDIX C

UNIMPROVED PROPERTY CONTRACT

(Attach executed and signed copy as Enclosure 2 to Offer Packet)

**UNIMPROVED PROPERTY CONTRACT**

NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are Business and Industrial Corporation of Denison, Inc. (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Lot 1 2 3, Block 54, OTP DENISON, BLOCK 54, LOT 1 2 3, 32.4X140 ADJ 17,496 SQ FT, ACRES 0.4014 Addition, City of Denison, County of Grayson, Texas, known as 104 E. Main St., Denison, TX 75020 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).
RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
 - A. Cash portion of Sales Price payable by Buyer at closing. \$ _____
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
 - B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ _____
 - C. Sales Price (Sum of A and B) \$ _____
 - D. The Sales Price ☐ will ☒ will not be adjusted based on the survey required by Paragraph 6C.
If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.
4. **LEASES:**
 - A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
 - B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☒ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
5. **EARNEST MONEY AND TERMINATION OPTION:**
 - A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Security Title (Escrow Agent) at 3401 N Heritage Pkwy, Sherman, TX 75020 (address): \$ 25,000.00 as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller _____

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TXR 1607

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**
6. **TITLE POLICY AND SURVEY:**
- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Security Title, 3401 N Heritage Pkwy, Sherman TX 75092 (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☒ (i) will not be amended or deleted from the title policy; or
- ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☒ (2) Within 5 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-17
TXR 1607

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

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

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

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-17
TXR 1607

(Address of Property)

- required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): N/A

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

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

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

- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

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

- C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller ☐ is ☒ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller ☐ is ☒ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller ☐ is ☒ is not aware of any environmental hazards that materially and adversely affect the Property.

Initialed for identification by Buyer _____ and Seller _____

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(Address of Property)

- (4) Seller ☐ is ☒ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller ☐ is ☒ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller ☐ is ☒ is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller ☐ is ☒ is not aware that the Property is located ☐ wholly ☒ partly in a floodplain.
- (8) Seller ☐ is ☒ is not aware that a tree or trees located on the Property has oak wilt. If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____.

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: **N/A**

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

9. CLOSING:

A. The closing of the sale will be on or before **60 days after City Council approval**, _____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

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

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) **The following special provisions apply to this** _____
Continued... See Addendum Special Provisions 1

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Buyer shall pay the following expenses (Buyer's Expenses):

- (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees and other expenses payable under this contract;
- (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay:

☐ \$ _____ or ☐ % of the Sales Price (check one box only); and

(c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.

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

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(Address of Property)

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

13. PRORATIONS AND ROLLBACK TAXES:

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

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

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

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

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

18. ESCROW:

- A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

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- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non- foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____

To Seller at: 115 N. Rusk Ave.Denison, TX 75020

Phone: _____

Phone: (903)464-0883

E-mail/Fax: _____

E-mail/Fax: tkaai@denisontx.org

E-mail/Fax: _____

E-mail/Fax: tbarney@denisontx.org

With a copy to Buyer's agent at: _____

With a copy to Seller's agent at: _____

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

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment

- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum for Section 1031 Exchange
- ☒ Other (list): Special Provisions Addendum

- 23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____Seller's
Attorney is: N/A

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

Initialed for identification by Buyer _____ and Seller _____

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

Buyer

Seller

Business and Industrial Corporation of Denison, Inc.

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-17. This form replaces TREC NO. 9-16.

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BROKER INFORMATION

(Print name(s) only. Do not sign)

N/A

Other Broker Firm

License No.

Listing Broker Firm

License No.

represents

☐

Buyer only as Buyer's agent

represents

☐

Seller and Buyer as an intermediary

☐

Seller as Listing Broker's subagent

☐

Seller only as Seller's agent

Associate's Name

License No.

Listing Associate's Name

License No.

Team Name

Team Name

Associate's Email Address

Phone

Listing Associate's Email Address

Phone

Licensed Supervisor of Associate

License No.

Licensed Supervisor of Listing Associate

License No.

Other Broker's Address

Phone

Listing Broker's Office Address

Phone

City

State

Zip

City

State

Zip

Selling Associate's Name

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (☐ \$ _____ or ☐ _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent Security Title _____ Date _____

EARNEST MONEY RECEIPT

Receipt of **\$25,000.00** Earnest Money in the form of Cashier's Check
is acknowledged.

Escrow Agent	Received by	Email Address	Date/Time
Security Title, Inc.			
3401 N. Heritage Pkwy.		(903)868-1281	
Address			Phone
Sherman	TX	75092	
City	State	Zip	Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent	Received by	Email Address	Date
Security Title, Inc.			
3401 N. Heritage Pkwy.		(903)868-1281	
Address			Phone
Sherman	TX	75092	
City	State	Zip	Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent	Received by	Email Address	Date/Time
Address			Phone
City	State	Zip	Fax

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ADDENDUM

PROPERTY: **104 E. Main St., Denison, TX 75020, Denison,**

1) Special Provisionscontract:

Buyer must start construction on the retail/commercial facility within one (1) year of the closing date. In addition, Buyer must obtain a Certificate of Occupancy within two (2) years of the closing date. If these construction deadlines are not met, the Seller, Business and Industrial Corporation of Denison, Inc. ("BICD"), will have the immediate option to repurchase the property and any accompanying partially built facility for an amount equal to \$400,000.00 ("Repurchase Option").

Upon exercise of the Repurchase Option, the Parties shall follow the same Closing provisions as set forth in this Contract, except that 1) the new "Buyer" shall be the BICD and "Seller" shall be the Buyer as set forth in this Contract, 2) the purchase price shall be \$400,000.00, 3) the Property shall include the accompanying partially built facility, 4) Seller shall pay all closing costs, and 5) BICD shall not be required to build a facility upon the Property or complete a partially built facility. BICD shall be able to exercise the Repurchase Option for up to thirty (30) days after a construction deadline has not been met.

Buyer may seek extensions of the construction deadlines herein from BICD, which will not be unreasonably withheld if 1) good faith efforts have been made by Buyer to meet each deadline, 2) an unexpected delay occurs beyond the one-year construction deadline and/or two-year occupancy deadline, and 3) the delay is not due to Buyer's insolvency. Such extension requests must be in writing for BICD Board approval. The BICD may extend deadlines based upon the facts and circumstances of each extension request for a reasonable time period; however, extensions are not automatically given and final decisions shall be given in writing from BICD to the Company.

Buyer agrees that these performance provisions shall be included in a Performance Deed of Trust recorded against the Property.

Time is of the essence in this contract.

Date: _____

Date: _____

Signature _____

Signature _____

Date: _____

Date: _____

Signature _____

Signature _____

Addendum