



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deb Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

December 17, 2012

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 12-045/KJS Sale of Reversionary Interest for Property located at 715 Orleans in Jefferson County. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening. Bidder must complete inspections prior to bid submission.

BID NAME: Sale of Reversionary Interest for Property Located at 715 Orleans in Jefferson County
BID NO: IFB 12-045/KJS
DUE DATE/TIME: 11:00 AM, January 15, 2013
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Karen J. Smith, MBA, and Assistant Purchasing Agent at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deb Clark

Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise –December 19 and 26th, 2012
The Examiner-December 27, 2012

INSTRUCTIONS TO BIDDERS

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Name, Bid number, due date, and the bidder's name and address.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

3. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Smith MBA, Assistant Purchasing Agent (e-mail: ksmith@co.jefferson.tx.us or phone: 409-835-8593), regarding any questions or comments.

1 Objective

Jefferson County seeks to bid the right to purchase the **reversionary interest** granted to Jefferson County in that certain SPECIAL WARRANTY DEED from Rogers Bros., Ltd., a Texas limited partnership to Indigent Health Clinic of Southeast Texas, Inc., a Texas non-profit corporation. The reversionary interest is more specifically described in SPECIAL WARRANTY DEED included as Exhibit A.

2 Scope

The Purchasing Department will receive sealed bids for the sale of the reversionary interest. Jefferson County has determined that the reversionary interest will be put up for public sale and will consider offers from potential buyers for the sale of the reversionary interest.

Jefferson County reserves the right to reject any or all offers to buy the reversionary interest and to provide preference to a governmental agency or a not-for-profit that is supporting the needs of the County.

The successful bidder will be required to provide a **NON-REFUNDABLE** "earnest money" deposit equal to at least one percent (1%) of the offering price to the County within two (2) working days of notification of award of the right to buy the reversionary interest. All offers must be submitted on the official bid form included as part of this IFB.

Please note that this IFB is not seeking an agent to represent the County in the offering for sale of the reversionary interest and no agent shall receive payment, fees, etc., from the accepted price to be paid for the reversionary interest.

**BIDDER MUST RETURN THIS PAGE WITH OFFER
OFFER AND ACCEPTANCE FORM**

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid 12-045/KJS Sale of Reversionary Interest for Property Located at 715 Orleans in Jefferson County, and any written exceptions in the offer. We understand that the items in this Invitation for Bid 12-045//KJS, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name	For clarification of this offer, contact:
Address	Name
City State Zip	Phone Fax
Signature of Person Authorized to Sign	E-mail
Printed Name	
Title	

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Sale of Reversionary Interest for Property Located at 715 Orleans in Jefferson County. The Contractor is now bound to buy the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

Payment shall be made by the successful bidder or bidders at time of closing, by guaranteed funds.

This contract shall henceforth be referred to as Contract No. IFB 12-045/KJS Sale of Reversionary Interest for Property Located at 715 Orleans in Jefferson County.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID FORM

	Purchase Price
Sale of Reversionary Interest for Property Located at 715 Orleans in Jefferson County	\$

Payment shall be made by the successful bidder on day of closing by guaranteed funds. Payment will be made to:

Jefferson County Auditor
Patrick Swain
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

EXHIBIT "A"

105 09 0514

9335335

SPECIAL WARRANTY DEED

(with Possibility of Reverter in Favor of Third-Party)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON

That Rogers Bros., Ltd., a Texas limited partnership, the General partners of which are Ben J. Rogers, Sol J. Rogers, N. Jay Rogers and Victor J. Rogers ("Grantor"), as a charitable contribution and for and in consideration of the assumption by the Grantee hereinafter named of all obligations concerning the herein described property after the date of this conveyance,

Has GIVEN, GRANTED AND CONVEYED, and by these presents does GIVE, GRANT AND CONVEY unto Indigent Health Clinic of Southeast Texas, Inc., a Texas non-profit corporation ("Grantee"), the address of which is 860 Trinity Street, Beaumont, Jefferson County, Texas 77701, for the sole purpose of operating a non-profit health clinic for the indigent, the real property (the "Property"), located in Jefferson County, Texas, described as follows:

BEING a .3173 acre tract of land with improvement including a building formerly known as the First Security National Bank of Beaumont Building, said .3173 acre tract being more particularly described by metes and bounds as follows:

BEING out of and a part of Lots 189, 190, and 191, Block 39, Original Town of Beaumont, also out of and a part of the Noah Tevis Survey, Abstract 52, Beaumont, Jefferson County, Texas.

BEGINNING at the Northwest corner of Lot 189, Block 39, Original Town of Beaumont, said corner also being the Northwest corner of a tract of land conveyed to Rogers Bros. Investments by First Security National Bank of Beaumont as recorded in Volume 1967, Page 486, of the Jefferson County Deed Records, and in the East right-of-way line of Orleans Street and the South right-of-way line of Forsythe Street;

THENCE South 40 deg. 35 min. 00 sec. East along the East line of Orleans Street and the West line of Lot 189 a distance of 115 feet to a point in the West line of Lot 189 and the East line of Orleans Street, 0.37 feet West of the Southwest corner of the Old First Security National Bank of Beaumont Building and being the Southwest corner of the tract of land conveyed to Jay-Arr Corporation by Ben J. Rogers, Trustee and recorded in Volume 1721, Page 435, Jefferson County Deed Records, said corner being North 40 deg. 35 min. 00 sec. West a distance of 5 feet from the Northwest corner of Lot 194, and the Southwest corner of Lot 189;

THENCE North 49 deg. 25min. 00 sec. East along the South line .of the aforementioned Rogers Bros. Investments tract and the North line of the Jay-Arr Corporation tract, 5 feet North of and parallel to the North line of Lot 194 and the South line of Lots 189 and 190, a distance of 120.17 feet to a point, said point being 0.17 feet East of the East line of Lot 190 and the West line of Lot 191,

105 09 0515

Block 39, Original Town of Beaumont, end the West line of a tract conveyed to Rogers Brothers and recorded in Volume 1778, Page 344, Jefferson County Deed Records, said point being the Southeast corner of the herein described tract;

THENCE North 40 deg. 35 min. 00 sec. West 0.17 feet East of and parallel to the West line of Lot 191 and the West line of the Rogers Brothers tract, a distance of 115 feet to a point in the North line of Lot 191 and in the South line of Forsythe Street;

THENCE South 49 deg. 25 min. 00 sec. Nest along the South line of Forsythe Street and the North line of Lots 191 and 189, Block 39 Original Town of Beaumont, a distance of 120.17 feet to the POINT OF BEGINNING and containing 13,819.55 sq. ft. or 0.32 acres, more or less, and a 40,440 gross square foot building, more or less, with improvements.

TOGETHER WITH a non-exclusive access easement for ingress and egress across that certain real property that is described in Exhibit A to this Deed (the "Easement Tract"). The Easement Tract may be used for pedestrian and vehicular access to the Property.

This conveyance is further made subject to the following; (1) the possibility of reverter in favor of Jefferson County as hereinafter provided; (2) those certain Party Wall Agreements between Jefferson Lodge No. 55, Knights of Pythias, as first party, and Security State Bank & Trust Company of Beaumont, as second party, recorded, respectively, in Volume 702, Page 326, and Volume 702, Page 340, Deed Records of Jefferson County, Texas (and in this regard, it is the intention of Grantor that such Party Wall Agreements shall remain in effect notwithstanding a merger of title into Grantor with respect to the ownership of Lots 190 and 191 in Block. 39, the City of Beaumont, Jefferson County, Texas); (3) the obligation of the Grantee to close certain fire doors relating to the party wall, in accordance with local safety and building codes, which obligation to close such fire doors is hereby assumed by Grantee; (4) the rights of the adjoining property owner as set forth in deed to Jefferson County, a political subdivision of the State of Texas, which is being executed by Grantor contemporaneously with the execution of this Deed; (5) all restrictions, reservations, covenants, conditions, easements of record in the office of the County Clerk of Jefferson County, Texas; (6) all zoning laws, regulations, and ordinances of governmental authorities; and (7) ad valorem taxes on the property for the year 1993 and subsequent years not yet due and payable. A proration of 1993 ad valorem taxes has been made between Grantor and Grantee, and Grantee assumes payment of the 1993 ad valorem taxes.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS BEEN GIVEN OPPORTUNITY TO INSPECT THE PROPERTY AND THE PROPERTY IS CONVEYED TO GRANTEE "AS IS, WHERE, IS" AND WITH ALL FAULTS CONDITIONED WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY OF CONSTRUCTION, HABITABILITY, ENVIRONMENTAL HAZARDS OR OTHERWISE. GRANTOR HEREIN MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

TO HAVE AND TO HOLD the Property, together with all rights, hereditaments and appurtenances thereto belonging, unto the Grantee, and Grantee's non-profit successors and assigns, for so long as the Property is used as a non-profit health clinic for the indigent, and upon such cessation or abandonment of such use then this conveyance shall be null and void and the Property shall revert to Jefferson County, a political subdivision of the State of Texas, and its successors and assigns, forever. Grantor hereby assigns, to Jefferson County all rights to the possibility of reverter herein created and gives, grants and conveys to Jefferson County, and its

successors and assigns the Property upon cessation or abandonment of the use of the Property as a non-profit health clinic for the indigent. Grantor hereby binds Grantor, Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND the title to the Property unto the Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor, but not otherwise.

Grantee has joined in the execution of this Deed for the purpose of acknowledging its assumption of the obligations Of the Grantee pursuant to the terms of this Deed.

EXECUTED this 13th day of October, 1993.

ROGERS BROS., LTD.,
a Texas limited partnership

By: *Ben J. Rogers*
Ben J. Rogers,
General Partner

By: *Sol J. Rogers*
Sol J. Rogers,
General Partner

By: *N. Jay Rogers*
N. Jay Rogers,
General Partner

By: *Victor J. Rogers*
Victor J. Rogers,
General Partner

INDIGENT HEALTH CLINIC OF SOUTHEAST
TEXAS, INC., a Texas non-profit
corporation

By: *Kris D. Bhatnagar*
Its PRESIDENT / DIRECTOR of the clinic

STATE OF TEXAS

COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 13th day of October, 1993 by Ben J. Rogers, General Partner of Rogers Bros., Ltd, a Texas limited partnership.

Jean Allen
NOTARY PUBLIC, STATE OF TEXAS
JEAN ALLEN
Notary Public,
For the State of Texas
My Commission Expires
10-28-94

STATE OF TEXAS


COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 13th day of, 1993 by Sol J. Rogers, General Partner of Rogers Ltd, a Texas limited partnership.

STATE OF TEXAS

COUNTY OF JEFFERSON

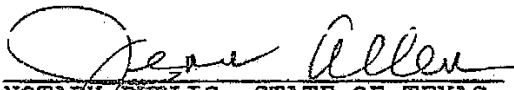

This instrument was acknowledged before me on the 13th day of October, 1993 by N. Jay Rogers, General Partner of Rogers Bros., Ltd, a Texas limited partnership.


NOTARY PUBLIC, STATE OF TEXAS
JEAN ALLEN
Notary Public,
For the State of Texas
My Commission Expires
10-28-94

STATE OF TEXAS

COUNTY OF JEFFERSON



This instrument was acknowledged before me on the 13th day of October, 1993 by Victor J. Rogers, General Partner of Rogers Bros., Ltd, a Texas limited partnership.


NOTARY PUBLIC, STATE OF TEXAS

OFFICIAL SEAL
JEAN ALLEN
Notary Public,
For the State of Texas.
My Commission Expires
10-28-94

STATE OF TEXAS

COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 13th day of October, 1993 by Dr. Kim Bhat, President of Indigent Health Clinic of Southeast Texas, Inc., a Texas non-profit corporation.


NOTARY PUBLIC, STATE OF TEXAS

OFFICIAL SEAL
JEAN ALLEN
Notary Public,
For the State of Texas.
My Commission Expires
10-28-94

AFTER RECORDING RETURN TO:

Indigent Health Clinic of
Southeast Texas, Inc.
860 Trinity
Beaumont, Texas 77701

ROGDEE.6
Rv10/8/93
Rv10/13/93

EXHIBIT "A"

BEING an access easement for ingress and egress out of and a part of Lots 189, 190, and 194, Block 39, Original Town of Beaumont, also out of and a part of the Noah Tevis Survey, Abstract 52, Beaumont, Jefferson County, Texas.

BEGINNING at the Northwest corner of Lot 189, Block 39, Original Town of Beaumont, said corner also being the Northwest corner of a tract of land conveyed to Rogers Bros. Investments by First Security National Bank of Beaumont as recorded in Volume 1967, Page 486, of the Jefferson County Deed Records, and in the East right-of-way line of Orleans Street and the South right-of-way line of Forsythe Street;

THENCE South 40 deg. 35 min. 00 sec. East along the East line of Orleans Street and the West line of Lot 189 a distance of 115 feet to a point in the West line of Lot 189 and the East line of Orleans Street, 0.37 feet West of the Southwest corner of the Old First Security National Bank of Beaumont Building and being the Northwest corner of the tract of land herein described, also being the Northwest corner of a tract of land conveyed to Jay-Arr Corporation by Ben J. Rogers, Trustee and recorded in Volume 1721, Page 435, Jefferson County Deed Records, said corner being North 40 deg. 35 min. 00 sec. West a distance of 5 feet from the Northwest corner of Lot 194, and the Southwest corner of Lot 189;

THENCE North 49 deg. 25 min. 00 sec. East along the South line of the aforementioned Rogers Bros. Investments tract and the North line of the Jay-Arr Corporation tract, 5 feet North of and parallel to the North line of Lot 194 and the South line of Lots 189 and 190, a distance of 103.83 feet to a point, said point being 16.17 feet West of the East line of Lot 190 and the West line of Lot 191, Block 39, Original Town of Beaumont;

THENCE South 40 deg. 35 min. 00 sec. East 5.0 feet to a point in the South line of Lot 190 and the North line of Lot 194, Block 39, Original Town of Beaumont;

THENCE continuing South 40 deg. 35 min. 00 sec. East an additional 9.0 feet to a point, said point being the Southeast corner of the herein described tract;

THENCE South 49 deg. 25 min. 00 sec. West 9.0 feet South of and parallel to the North line of Lot 194 and the South line of Lots 190 and 189, Block 39, Original Town of Beaumont, 103.83 feet to a point in the West line of said Lot 194 and the East line of Orleans Street;

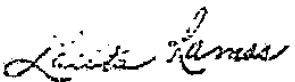
THENCE North 40 deg. 35 min. 00 sec. West along the West line of Lot 194 and the East right-of-way line of Orleans Street, 9.0 feet to the Northwest corner of Lot 194 and the Southwest corner of Lot 189, Block 39, Original Town of Beaumont;

THENCE continuing North 40 deg. 35 min. 00 sec. West along the West line of said Lot 189 and the East line of Orleans Street 5.0 feet to the PLACE OF BEGINNING for the purposes of ingress and egress only.

ROGDES. EXA

FILED FOR RECORD

'93 OCT 13 PM 3 48


 COUNTY CLERK
 JEFFERSON COUNTY, TEXAS