CITY OF HOUSTON

BID SPECIFICATIONS

FOR

SALE OF SURPLUS LAND

★

1822 Rankin Road

±125,306 Square Feet of Land (PARCEL SY10-028)

T A B L E O F C O N T E N T S

Section **Page**

1. CONTENTS AND PURPOSE 3

2. DESCRIPTION OF PROPERTY 3

3. INSTRUCTION TO BIDDERS 3

3.01 Pre-Bid Site Visit 3

3.02 Preparation of Bid Forms 3

3.03 Bid Deposit 3

3.04 Receipt and Opening of Bids 4

3.05 Bids Irrevocable 4

3.06 Notification of Bidders Eligible for Second Round Bidding 4

3.07 Notification of Selected Bidder 4

3.08 Due Diligence Period 5

3.09 Final Award or Rejection of Bids by Mayor or City Council 5

3.10 Closing Arrangement 5

3.11 Affidavit of Non-Interest 6

4. TERMS AND CONDITIONS OF SALE OF SURPLUS CITY LAND 6

4.01 Rejection of Bid 6

4.02 Non-Payment of Brokerage Fees 6

4.03 Bidder's Withdrawal Rights 6

4.04 City's Rights Upon Failure of Selected Bidder to Close the Transaction 6

4.05 Conveyance by the City 7

4.06 Bidder's Duty to Inquire As to Quality of Title 7

4.07 Rights of Persons in Possession 7

4.08 Ad Valorem Taxes 7

4.09 Conveyance Instruments 7

4.10 Environmental 7

4.11 Inspection 8

4.12 Restrictions 9

5. EXHIBITS AND APPENDICES 10

CITY OF HOUSTON

BID SPECIFICATIONS

FOR

SALE OF SURPLUS LAND

SECTION 1 - CONTENTS AND PURPOSE

These bid specifications set forth certain instructions, terms, and conditions that apply to the sale of surplus City land conducted pursuant to Section 2-236 of the Code of Ordinances. A copy of Section 2-236 is reproduced in full and is attached hereto as *Exhibit A*. Such sales are also governed generally by Federal and State statutes, the City of Houston Charter, and other sections of the Code of Ordinances where specific circumstances so require. Although the instructions, terms, and conditions contained herein do not constitute an ordinance, resolution, or motion binding upon the City, a bidder submitting a bid on a sale conducted pursuant to Section 2-236 will certify by signing the bid form that the bidder has read the provisions contained herein and that the bidder agrees that the provisions will be strictly enforced in all respects.

SECTION 2 - DESCRIPTION OF PROPERTY

The Property. The property (Parcel SY10-028), located at 1822 Rankin Road, consists of approximately 125,306 square feet of land out of the S.W. Upshaw Survey, Abstract No. 821, Harris County, Texas, and being the same 2.8766 acre tract described in a deed to The City of Houston, dated January 31, 1986, and recorded under County Clerk's File (C.C.F.) No. K391893 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.).

SECTION 3 - INSTRUCTIONS TO BIDDERS

3.01 Pre-Bid Site Visit. All persons wishing to visit the property may do but must notify the the City of Houston Real Estate Division in advance by calling 832-393-8014. Please address any questions concerning this sale to the City of Houston Real Estate Division.

3.02 Preparation of Bid Forms:

A. General. **Bids are due November 15, 2012, at 10:30 a.m. Central Standard Time**. A bid must be submitted on the form available on the City's website. Such bid forms will not be accepted as a legitimate bid unless it conforms to the requirements in Section 4.01.

Both copies of the bid form must be signed and submitted together in a sealed envelope and clearly marked as follows: **"BID FOR CITY OF HOUSTON REAL ESTATE – PARCEL SY10-028"**

B. Amount of Bid. Under all circumstances, in the spaces provided on the bid form for entering the bid amount, the bid must be expressed in dollars and cents. **This sale is a cash sale. There will be no financing offered by the City, and the City will not**

accept property in exchange.

3.03 Bid Deposit. ***Each bid must be accompanied by a deposit of at least 10% of the total dollar amount of the bid.*** The bid deposit must be in the form of a cashier's check, certified check, or money order payable to the City of Houston, or a bond with a corporate surety authorized to do business in the State of Texas. A sample of a bidder's bond is attached hereto as *Exhibit B*. Any other bond form will be subject to rejection if, in the opinion of the City Attorney, it fails to secure the City in the performance of the specified terms and conditions of the sale. The opinion of the City Attorney shall be final.

3.04 Receipt and Opening of Bids. Sealed bids are to be delivered to the office of the City Secretary, in the City Hall Annex, 900 Bagby, Houston, Texas 77002, on or before November 15, 2012, 10:30 a.m. local time, in accordance with the instructions contained in the City's SEALED BID SALE NOTICE. These bids will be opened at the time stated in the SEALED BID SALE NOTICE or as soon thereafter as may be practical, at the discretion of the Mayor and/or City Council.

State and local laws provide that the City, in its sole discretion, may elect not to accept any bid, and may reject all bids.

3.05 Bids Irrevocable. All bids shall be considered irrevocable. All persons submitting a bid will be notified in writing of the acceptance or rejection of their bid. Failure of the bidder to receive the notice shall not constitute an acceptance of bid.

3.06 Notification of Bidders Eligible for Second Round Bidding. On or before November 30, 2012, 5:00 p.m. local time, the City may select two or more bidders for a second round of Bidding ("Second Round"). Any bidder not selected for the Second Round will have its bid deposit returned and its bid will be considered withdrawn. The second round will be conducted as follows:

A. Notification. The Second Round bidders will be notified in writing by the City that they have been selected for the Second Round.

B. Submission of Bids. The Second Round bidders should submit their **"BEST AND FINAL OFFER"** to the City. **The bid should not be made with the expectation that any bid can be reduced through later negotiation. The Second Round bid is a final bid, and the City will not consider any adjustments to the bid amount after a bid has been submitted.** An additional bid deposit will not be required.

C. Receipt and Opening of Second Round Bids. Second Round sealed bids are to be delivered to the office of the City Secretary, in the City Hall Annex, on or before November 30, 2012, 5:00 p.m. local time.

State and local laws provide the City, in its sole discretion, may elect at this point not to accept any of the Second Round bids.

3.07 Notification of selected Bidder. On or before November 30, 2012, 5:00 p.m. local time, the City may notify the highest bidder in writing that it is the bidder selected to proceed in the transaction (the "Selected Bidder").

3.08 Due Diligence Period. The Selected Bidder will have thirty (30) calendar days following notification as provided in Section 3.07 to perform any due diligence (the "Due Diligence Period") relating to the Property. The Selected Bidder must notify the City if it intends to enter the Property for any reason including, but not limited to inspecting, surveying or conducting such environmental or other testing as it may desire, at its sole cost and expense. The Selected Bidder may withdraw its bid, for any reason, before the expiration of the Due Diligence Period by notifying the City in writing of its withdrawal. In the event of such withdrawal, the City may, but is not obligated to, select the next-highest bidder as a Selected Bidder. If the City does so, that Selected Bidder will have a similar Due Diligence Period and will have a similar right to withdraw if it so desires.

3.09 Final Award or Rejection of Bids by Mayor or City Council. All Second Round bids and bid deposits (except for any bids withdrawn by a Selected Bidder during the Due Diligence Period) will be held in escrow by the City pending award of a bid, or rejection of all bids, by the Mayor or the City Council. In order for a bid to be awarded, City Council will adopt an ordinance officially awarding the bid and authorizing the Mayor to execute, and the City Secretary to attest, the Sale Documents (as defined in Section 4.09). After award of a bid, the transaction shall be binding, subject only to the preparation and execution of the documents necessary to consummate the transaction. The bidder submitting the awarded bid will be referred to hereafter as the "Buyer" and the Buyer's bid deposit shall be nonrefundable.

3.10 Closing Arrangement:

A. Execution of Documents. On or before the time specified in Section 4.05, after the City has executed the Sale Documents and the documents are available for delivery to the Buyer, the City shall notify the Buyer in writing of the location and the time of the closing of the transaction will occur (the "Closing Date"). The transaction will settle on such date, at which time the Buyer will pay the full balance due under the terms and conditions set forth herein. The Buyer's duty to proceed with the transaction shall not be subject to Buyer's acceptance, actual, constructive or otherwise, of the Sale Documents.

B. Payment of Consideration by the Selected Bidder: The selected bidder will be required at the time of closing to pay the difference between the full amount of the bid and the amount of the bid deposit. If a bidder's bond was furnished as the bid deposit, the full amount of the bid will be due and payable at the time of closing. Payment of any cash consideration must be made in the form of a cashier's check, certified check, or money order payable to the City of Houston.

C. Settlement and Other Expenses. The City will be responsible for any expenses associated with the preparation of the Sale Documents and any fee in accordance with Section 4.02. The City shall not be responsible for any other fees associated with this transaction.

3.11 Affidavit of Non-Interest. City of Houston Charter, Article VII, §4, and Code of Ordinances, Section 15-1, make void any contract in which a member of City Council, officer of the City of Houston, or employee of the City of Houston has a direct or indirect pecuniary interest. An Affidavit of Non-Interest, attached hereto as *Exhibit C*, must be submitted as part of the bid documents.

SECTION 4 - TERMS AND CONDITIONS OF SALE OF SURPLUS CITY LAND

4.01 Rejection of Bids. City Council reserves the right to reject any or all bids at any time prior to the passage of the ordinance authorizing the Mayor to execute and the City Secretary to attest a deed conveying to the selected bidder the land offered by the City for sale. A bid will be automatically rejected when:

A. It is not accompanied by at least the prescribed amount of the bid deposit as specified in Section 3.03;

B. It is not submitted in duplicate;

C. Both copies of the bid form are not signed as specified in Section 3.02 (A);

D. It is not submitted on the City's bid form;

E. It is submitted after the time and date specified in the City's SEALED BID SALE NOTICE for receipt of bids;

F. It is not accompanied by a signed Affidavit of Non-Interest.

4.02 Non-Payment of Brokerage Fees. The City will not pay a brokerage or real estate agent's fee on the sale of this City real estate.

4.03 Bidder's Withdrawal Rights. Under no circumstances will a bidder be entitled to withdraw the bid once the City Secretary has received the bid deposit.

4.04 City's Rights Upon Failure of Selected Bidder to Close the Transaction. When the deed conveying the parcel offered for sale by the City has been executed by the Mayor and is ready for delivery, the Selected Bidder will be notified by mail where to call to accept delivery of the deed. If for any reason the Selected Bidder should fail to render full payment of the consideration upon which the bid was based within thirty (30) days after the mailing of the aforesaid notice, such failure shall be construed as a refusal to pay the consideration due the City under the terms of the bid and as a refusal to accept the City's deed. Should the Selected Bidder for any reason fail or refuse to close the transaction within the thirty (30) day period, the City shall have the right, at its option, to retain the bidder's deposit or, if a bidder's bond was furnished as the deposit, to be paid the amount of the bond by the bonding company, the amount of the deposit or bond being agreed upon as liquidated damages because of the inconvenience of ascertaining the actual damages and the uncertainty thereof. In addition to the foregoing, it is understood and agreed that the City shall have the right, at its option, to pursue any and all other remedies available to it at law or in equity, including, but not limited to, the right to demand specific performance on the part of the Selected Bidder. If the City is successful in enforcing the right to specific performance, it is understood and agreed that upon the City's demand, the Selected Bidder shall pay to the City reasonable attorney's fees incident thereto.

4.05 Conveyance by the City. Subject to its right to reject bids under Section 3.02, the City shall tender an executed deed conveying the land offered by it for sale within one-hundred-twenty

(120) days after the date of passage of the ordinance determining a Selected Bidder. Failure on the part of the City to tender such deed within the one-hundred-twenty (120) day period shall entitle the Selected Bidder to refuse to close the transaction by giving written notice to the Director of the General Services Department. Upon receipt of written notice of refusal, the City will refund the Selected Bidder's deposit. Neither the City nor the Selected Bidder shall be liable to any party in any respect as a result of such refusal to close the transaction under this circumstance.

4.06 Bidder's Duty to Inquire As to Quality of Title. Each bidder shall be solely responsible to inquire as to the quality of the title of each parcel offered for sale by the City.

4.07 Rights of Person in Possession. If the land offered by the City for sale, whether improved or unimproved, is, or appears to be, in the possession of any person whomsoever, each bidder, before submitting a bid on the parcel, shall satisfy himself as to the rights, if any, of the person in possession. A Selected Bidder shall not be entitled to refuse to close the transaction because of the rights of any person in possession on the date the bid was submitted.

4.08 Ad Valorem Taxes. Should there be any tax payments due, it is specifically understood and agreed that the selected bidder will be purchasing the parcel subject to such tax liabilities and will be responsible for payment thereof. By acceptance of a deed from the City of Houston, the Selected Bidder is put on notice that the land conveyed to him will thereafter be subject to assessment for all taxes.

4.09 Conveyance Instruments. The deed conveying land offered by the City for sale will be based on the description of the land prepared and/or approved by the Department of Public Works and Engineering, or on such other legal description as may be approved by the City Attorney. The deed shall be executed and acknowledged on behalf of the City by the Mayor (or in the Mayor's absence, the Mayor Pro Tem) and attested by the City Secretary under the City Seal. The name of the grantee in the deed shall be the same as the name on the bid form of the person, corporation, or other business firm submitting the bid. The deed shall be in the form commonly referred to as a *"Special Warranty Deed*" under which the City will warrant title ". . . by, through, or under itself, but not otherwise . . . ," and the conveyance shall be subject to all easements, public utilities, restrictions, covenants, conditions of record, and any other special restrictions specified in these bid specifications.

4.10 Environmental.

A. Environmental Testing

(i) By City. City shall make available to Bidder a copy of City's environmental assessment report(s), if any (referred to as "City's Environmental Reports") for the Land. City makes no warranty or representation as to the accuracy or completeness of said report(s).

(ii) By Bidder. Upon notice that the land is offered by the City for sale (the "Notice Date"), Bidder shall notify City if Bidder intends to enter the Land to inspect, survey or conduct such environmental testing as Bidder may desire, at Bidder's sole cost and expense, whether for potential contamination in the surface or subsurface of the Land or otherwise

(hereinafter referred to as "Testing"). Bidder may enter the Land to conduct Testing upon consent by City for this Land and subject to the following conditions: a) any contractor, consultant or agent used by Bidder for the Testing shall be, in the sole discretion of City, acceptable to City; however, the Testing shall be at Bidder's sole cost; b) City shall have the right to observe the Testing and to take split samples; c) Bidder shall indemnify, defend and hold City harmless from any and all damages (including damage to the Land), losses, claims, liabilities, penalties, costs and expenses (including attorney's fees) resulting from acts or omissions associated with the Testing, and this covenant shall survive the Closing or earlier termination of the bidding process; d) Bidder agrees to obtain the insurance specified in Section 4.10 (B) below; and e) the Testing and subsequent generation of a survey, quality-assured laboratory data, and other written report(s), if any, (hereinafter referred to as "Testing Results") shall be provided to the city prior to the end of the Due Diligence period.

B. Testing Insurance. If Bidder conducts Testing as outlined in Section 4.10 (A) (ii) above, Bidder shall maintain, at Bidder's sole cost, or shall require any contractor, consultant or agent Bidder may engage to maintain at all times as required herein, the insurance coverage set forth below with providers satisfactory to City with full policy limits applying, but not less than as set forth below. A certificate naming City as an additional insured and referencing the indemnification provisions set forth in these Bid Specifications shall be delivered to City prior to commencement of the Testing. Such certificate shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects City's interest herein until City has received timely prior written notice of such change or cancellation.

Worker's Compensation Insurance as required by laws and regulations applicable to and covering employees of Bidder, its contractors, consultants or agents engaged in the performance of the Testing.

Employer's Liability Insurance protecting Bidder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) each occurrence.

Comprehensive General Liability Insurance including products / completed operations with limits of liability of not less than One Million and No/100 Dollars ($1,000,000.00) combined single limit. This policy shall cover, among other risks, the contractual liability assumed under the indemnity provision set forth herein.

Business Automobile Liability Insurance covering all vehicles used in the operations of Bidder with limits of liability of not less than Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.000) combined single limit.

4.11 Inspection. Bidder represents that Bidder (or its agents or consultants) will have inspected, by the close of the bid period, the Land, together with any buildings included in the sale, will be familiar with its condition, inclusive of substances in the soil or groundwater that may or may

not be present, and accepts same AS IS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS ON THE PART OF City as to what that condition may be. Bidder further represents that Bidder has determined that any buildings exist and are present on the land.

4.12 Restrictions:

A. General. It will be the sole responsibility of the bidder to become familiar with whatever restrictions are enforceable on the land being offered by the City for sale whether of record or not. The City makes no representations, guarantees, or warranties as to what may be built on the property or as to what use may be made of it, with the exception of the restrictions that follow.

B. Billboard Restrictions. Any conveyance of land offered by the City for sale will be subject to a restriction against the erection of billboards. The restriction shall be embodied in the conveyance deed by the City in clauses substantially similar to the following:

> "This conveyance is also made and accepted subject to Grantee's agreement, which agreement is a restriction upon and covenant running with the land, that neither Grantee nor its successors or assigns shall ever erect, place, use, or maintain any billboard or similar structure on the above-described premises for the display thereupon of any advertising; provided that this covenant shall not prevent the placing upon any building that may be erected thereupon, or upon the premises, of appropriate signs advertising the business therein conducted, the products therein sold, or otherwise reasonably incident to the occupancy and use of such building and the premises.
>
> "It is further understood and agreed, and such agreement shall also be a restriction upon and a covenant running with the land, that any violation of the foregoing covenant shall give the Grantor herein, its successors, or assigns the right to enter upon the Property and summarily remove any such billboard, sign board, or similar advertising device or structure at the expense of the owner, and such entry and removal shall not be deemed a trespass or conversion, and the Grantor, its successors, or assigns shall further have the right to enforce the performance of the covenant by the appropriate legal action, and no act or omission upon the part of any of them shall be a waiver of the operation or enforcement of such covenant."

SECTION 5 - EXHIBITS AND APPENDICES

5.1 Exhibits.

Exhibit A: Section 2-236 of the Code of Ordinances

Exhibit B: Example Bidder's Bond

Exhibit C: Affidavit of Non-Interest

Exhibit D: Description of the Property

Exhibit E: Bid Proposal Form

5.2 Appendices. (available on City of Houston website at www.houstontx.gov/realbids)

Appendix I: Phase I Environmental Site Assessment

Appendix II: Survey

EXHIBIT A

Sec. 2-236 Sale of city land generally.

(a) Any land owned by the city, other than land provided for in Sections 2-237, 2-238, and 2-239, determined not be needed for city purposes, shall be advertised and may be sold to the highest bidder upon authorization of the city council, based on the appraised fair market value of such land. The selling price for such land shall never be for less than the market value fixed by city council, which determination as to such market value will be final.

(b) When such land is advertised for sale upon authorization of the city council, any bidder may bid on the basis of all or part of the consideration for such land being the conveyance to the city of good, clear and merchantable title to land which the city council, prior to the advertisement for bids, has determined is needed by the city for public purposes.

EXHIBIT B

BIDDER'S BOND

THE STATE OF TEXAS '

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS '

That we, _____, as Principal, and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation of Harris, Fort Bend, and Montgomery Counties, Texas, in the sum of _____ Dollars ($_____).

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the said Principal is submitting to the City of Houston a bid for the purchase of a parcel of City-owned property identified in the bid proposal as Parcel No. _____, in accordance with the terms and the conditions of the Bid Specifications and Bid Proposal, to which instrument reference is here made for all purposes;

NOW, THEREFORE, if the bid of the said Principal for the purchase of the above-identified parcel of land is accepted by the City of Houston and said Principal concludes the purchase of said parcel of land in strict accordance with the terms and provisions of said Bid Specifications and Bid Proposal, then this bond shall become null and void; but in the event said Principal is unable or fails to conclude the purchase of the said parcel of land in accordance with the terms and provisions of said Bid Specifications and Bid Proposal, the undersigned Principal and Surety shall be liable to the City of Houston for the full amount of this obligation, which is here and now agreed upon and admitted to be the amount of liquidated damages that will be suffered by the City of Houston on account of the failure of such Principal to comply with the bid terms. By stipulating the amount of this bond to be liquidated damages, the City of Houston does not thereby waive any other remedy available to it at law or in equity inasmuch as the terms and conditions of the City of Houston's instructions to bidders permit its securing from said Principal remedies other than monetary damages and thus unrelated to the bond herein created.

It is expressly agreed that if the bid of the Principal for the above-identified parcel of land is not accepted by the City of Houston, then the undersigned bidder or surety will be entitled, receipting therefore, to have this bond surrendered up and delivered back to said Principal and Surety.

This bond and all obligations created hereunder shall be performable in Harris County, Texas.

EXECUTED THIS _____ day of _____, A.D. 20____.

_____

ATTEST: *(Principal)*

_____ By: _____

(Secretary) _____

_____

ATTEST:

_____

(This is a suggested form of Bidder's Bond. Any other bond form will be subject to rejection if it fails to secure the City of Houston in the performance of the terms and conditions provided in the Bid Specifications and Bid Proposal)

EXHIBIT C

THE STATE OF TEXAS §
§ **AFFIDAVIT OF NON-INTEREST**
COUNTY OF HARRIS §

BEFORE me, the undersigned authority, a Notary Public in and for the State and County aforesaid, on this day personally appeared_____,
(Name)

who being by me duly sworn on oath stated to be:_____ of
(Position in business, if applicable)

_____,
(Name of business, if applicable)

the Bidder named and referred to in the Bid Proposal; and that said Bidder knows of no officer, agent, or employee

of the City of Houston being in any way or manner interested either directly or indirectly in such Bid Proposal.

_____
(Signature)

SWORN TO AND SUBSCRIBED before me this_____day of

_____, A.D. 20_____.

[SEAL]

_____
Notary Public in and for Harris County, Texas

EXHIBIT D

METES AND BOUNDS DESCRIPTION
2.877 ACRES OUT OF THE
S.W. UPSHAW SURVEY, A-821
HARRIS COUNTY, TEXAS

A tract of land containing 2.877 acres (125,306 square feet) out of the S.W. Upshaw Survey, Abstract No. 821, Harris County, Texas, being the same 2.8766 acre tract described in a deed to The City of Houston, dated January 31, 1986, and recorded under County Clerk's File (C.C.F.) No. K391893 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), all bearings and coordinates for this description are referenced to the Texas State Plane Coordinate System, South Central Zone No. 4204, North American Datum of 1983, as established from Global Positioning System observations, coordinates are in U.S. Survey Feet, distances are surface and may be converted to grid by multiplying by a combined scale factor of 0.99992369, said 2.877 acres being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap found in the south right-of-way line of Rankin Road (100 feet wide) as depicted on the plat of Central Green Section Three, recorded in Volume 335, Page 1 of the Harris County Map Records, at the northeast end of a return at the intersection with the east right-of-way line of Air Center Boulevard (width varies) as depicted on said plat of Central Green Section Three, having a coordinate value of X=3,116,797.28 (E), Y= 13,916,344.05 (N);

THENCE NORTH 87 degrees 24 minutes 38 seconds EAST, 808.06 feet along the south right-of-way line of said Rankin Road to a point in the west line of a 65 feet wide Houston Lighting and Power (HL&P) fee strip, recorded in Volume 5864, Page 575 of the Harris County Deed Records, at the northeast corner of an access easement described in said deed to The City of Houston;

THENCE SOUTH 02 degrees 51 minutes 04 seconds EAST, 161.70 feet along the west line of said HL&P fee strip and the east line of said access easement to an 80d nail set at the POINT OF BEGINNING and the northeast corner, having a coordinate value of X=3,117,612.49 (E), Y= 13,916,219.06 (N);

THENCE SOUTH 02 degrees 51 minutes 04 seconds EAST, 754.47 feet along the west line of said HL&P fee strip to an "x" cut in the top of an access cover to a pump at the southeast corner;

THENCE SOUTH 87 degrees 19 minutes 07 seconds WEST, 168.35 feet to a 5/8-inch iron rod with cap set in an east line of a 160 feet wide Harris County Flood Control District (H.C.F.C.D.) easement, recorded under C.C.F. No. K106952 of the O.P.R.R.P.H.C., at the southwest corner;

THENCE NORTH 02 degrees 29 minutes 52 seconds WEST, 755.00 feet along an east line of said H.C.F.C.D. easement to a 5/8-inch iron rod with cap found at the northwest corner, being the southwest corner of a 0.491 acre tract described in a deed to Baker Hughes Federal Credit Union, recorded under C.C.F. No. U845331 of the O.P.R.R.P.H.C.;

THENCE NORTH 87 degrees 30 minutes 08 seconds EAST, 163.71 feet along the south line of said 0.491 acre tract and the south line of said access easement to the POINT OF BEGINNING containing 2.877 acre (125,306 square feet) of land. (Drawing No. C-2038 on file in the office of S&V Surveying, Inc, was prepared to accompany this description.)

EXHIBIT E

{Please See the Bid Proposal Form on the City Website}