



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145056

PAGE 1 OF 13

DATE: 4/15/2025

**SUBJECT: CONSIDERATION OF LETTERS OF INTENT TO PURCHASE REAL
PROPERTY LOCATED IN AZLE, TEXAS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Letters of Intent (LOI) to purchase real property located in Azle, Texas.

BACKGROUND

The purpose of the LOI is to conduct negotiations with the intent to purchase approximately thirty (30) acres of land that will occupy the New Precinct 4 Maintenance Center. The LOI is not a binding agreement and is subject to mutual execution of a Purchase and Sale Agreement.

If approved by the Court, the County will be required to deposit \$60,000.00 in an escrow account to be held by an acceptable title company and applied to the purchase price. If the Court elects to terminate the purchase of property during the Due Diligence Period as defined in the LOI, the County will receive a full refund of the Earnest Money less \$200.00.

The Criminal District Attorney's Office has reviewed the LOI as to form.

FISCAL IMPACT

Funding in the amount of \$60,000.00 available in account 45400-2025 Capital Improvement Fund/ 6410300000 Precinct 4 Maintenance/ 540000 Capital. County Auditor is authorized to release payment prior to appearing on claims.

SUBMITTED BY	Facilities Management	PREPARED BY:	Misty Foster
		APPROVED BY:	Frank Lopez

David Walters
Senior Vice President



301 Commerce Street
Suite 3131
Fort Worth, TX 76102

April 4, 2025

817.333.1118 Direct
david.walters@cbre.com

Ms. Hope Porter
c/o Mr. Mark Donahew
1001 Scotland Avenue
Azle, Texas 76020

**RE: LOI to Purchase approximately 23.1 acres
Portion of 1001 & 1005 Scotland Avenue
Azle, Texas 76020**

Dear Hope & Mark:

I am pleased to present the following Letter of Intent (“**LOI**”) to purchase a portion of the above referenced property (**the “Property”**) by Tarrant County (“**Purchaser**”).

- 1. Purchaser:** Tarrant County and/or assigns
- 2. Seller(s):** Valerie H. Porter and Mark Donahew
- 3. Subject Property:** The approximately 22.47 acres of land and improvements located at the above reference addresses and further described as shown on the attached **Exhibit “A”** along with rights, title and interest to any minerals.
- 4. Price:** \$65,110 per acre; Price to be determined by a mutually agreed to survey.
- 5. Escrow Deposit:** Thirty Thousand Dollars (\$30,000.00) to be held by a mutually acceptable title company, which shall be applied to the purchase price.
- 6. Independent Consideration:** If Purchaser terminates for any reason during the Due Diligence Period as defined below, Purchaser will receive a full refund of the Earnest Money less \$100.00.
- 7. Condition of Property/Site Improvements:** Seller shall deliver the property in As-Is condition, free and clear of all encumbrances.
- 8. Due Diligence Period:** Ninety (90) days after the Effective Date of the Purchase Contract. Seller shall deliver to Purchaser any Appraisals, Property Condition Assessments, Previous Title Reports, Surveys, GeoTech Reports and Environmental Assessments in its possession within five (5) days following the effective date of the Purchase Contract. Upon deposit of an additional Ten Thousand Dollars (\$10,000.00) in Earnest Money, Purchaser shall have a one-time right to extend the Due Diligence Period by thirty (30) Days.

- 9. Closing:** Ninety (90) days following expiration of Due Diligence Period as it may be extended.
- 10. Right of First Refusal:** Purchaser shall have an ongoing right of first refusal to purchase the remainder of 1001 & 1005 Scotland and from Seller. Such right shall be recorded in the Deed and filed with the County.
- 11. Survey:** Purchaser shall order an updated ALTA survey of the Property within fifteen (15) days following the effective date of Purchase Contract. The survey shall be approved by both Seller and Purchaser and be guided by the site depictions on Exhibit "A" attached.
- 12. Site Inspection:** Purchaser shall have the right to enter upon and inspect any and all aspects of the Property during the Due Diligence Period.
- 13. Contingencies:** Purchaser's obligation to purchase shall be subject to (1) Purchaser's inspection of the Property; (2) Purchaser's review of the title to the Property; (3) Purchaser's review of the Phase I environmental audit (and Phase II if needed); (4) Purchaser's review of the soils report; (5) Purchaser's receipt of all necessary permits and governmental entitlements for their use at the location; (5) Purchaser's receipt of appraisal justifying Purchase Price; (6) Purchaser's review of the economic feasibility to develop the site and (7) Purchaser's approval from the Tarrant County Commissioner's Court. If any such conditions are not fulfilled or acceptable to Purchaser, Purchaser shall have the right either to waive its objection and proceed to closing, or to terminate the purchase and sale contract in which event the parties shall be relieved of all further obligations under the purchase and sale contract, and the Escrow Deposit, together with all interest accrued thereon, shall be returned to Purchaser. Purchaser shall have the right to terminate the purchase and sale contract without cause at any time prior to such end of the Due Diligence Period by giving Seller with written notice of such termination in which event the parties shall be relieved of all further obligations under the purchase and sale contract, and the Escrow Deposit, together with all interest accrued thereon, shall be returned to Purchaser.
- 14. Brokerage Commission:** Seller acknowledges that CBRE, Inc. ("Purchaser's Broker") is representing the Purchaser in this transaction. Seller agrees to pay a commission equal to six percent (6%) of the gross sales price at closing to Purchaser's Broker.
- 15. Purchase & Sale Agreement:** This Letter of Intent is not a binding agreement and is subject to the mutual execution of a Purchase and Sale Agreement ("Agreement"). Purchaser and Seller intend to complete and execute a Purchase Agreement based on the Texas Realtors promulgated form within sixty (60) days of the execution of this proposal. During this sixty (60) day period, Seller shall not market the Property and will work exclusively with Purchaser to finalize the Agreement.
- 16. Confidentiality:** Subject to the requirements of the limitations stated in Section 17 below, Purchaser, Seller and their affiliates agree to keep all material terms of the

Letter of Intent and existence of this Letter of Intent confidential. The foregoing shall not, however, preclude dissemination of this Letter of Intent or the terms thereof or other information with respect to the subject transaction to the agents, employees, affiliates, consultants, advisors and lenders of Seller or as otherwise required by law. Purchaser may disseminate this Letter of Intent or the terms thereof or other information with respect to the subject transaction to the extent required by applicable law, regulation, or legal process, provided it promptly notifies Seller of such requirement if legally permitted to do so. A material breach of this provision will allow Purchaser to terminate this Letter of Intent. The Agreement shall contain customary confidentiality provisions including customary carve-outs. Purchaser will not, without Seller's prior written consent, disclose the transaction with any of Seller's employees, customers, clients, or others with whom Seller does business.

17. Texas Public Information Act: Purchaser advises Seller that Purchaser is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Seller's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on Purchaser to disclose Seller information that may be subject to an exception from disclosure, Purchaser will (i) promptly notify Seller of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

Seller and Purchaser agree that this document is a letter of intent, not a binding contract. This document constitutes a current summary of the negotiations between the parties but does not create any obligations, either expressed or implied, on the part of either party. The parties contemplate continuing negotiations regarding the matters set forth herein and other matters that either party may deem appropriate, but each party reserves the right to terminate negotiations at any time, with or without cause, and without obligation, financial or otherwise, to the other party. A binding commitment with respect to the proposed transaction shall only result from the execution of a definitive agreement mutually acceptable to the parties. If the foregoing is acceptable to the Seller, please acknowledge by executing where indicated below and returning an executed copy to the undersigned no later than **Wednesday, April 23, 2025** so that we can commence negotiation of a definitive purchase and sale agreement.

Cordially,
CBRE, Inc.



David Walters
Senior Vice President
817.333.1118

AGREED AND ACCEPTED THIS _____ DAY OF APRIL 2025.

Seller:

By: _____
Name: _____

EXHIBIT A

**Portion of 1001 & 1005 Scotland Avenue
Azle, Texas 76020**

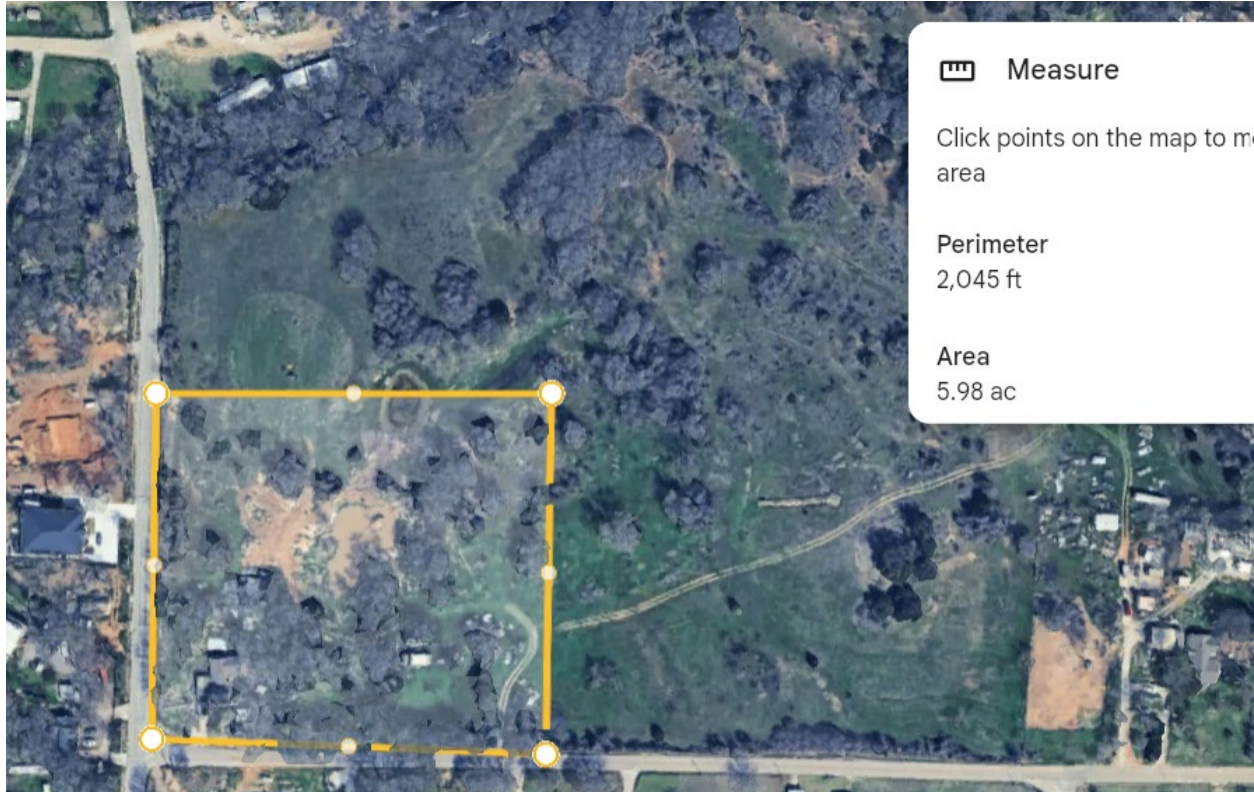
and

**Further described as all or portions of Tracts 2A, 2A01, 2N & portion of 2G, Abstract 1827, G W
McKinsey Survey, Tarrant County, Texas**

Depiction of Tarrant County Purchase Site



Depictions of Valerie H. Porter Right of First Refusal Site
1001 & portion 1005 Scotland Avenue, Azle, Texas 76020
(Minimum 6 acres)



David Walters
Senior Vice President



301 Commerce Street
Suite 3131
Fort Worth, TX 76102

April 2, 2025

817.333.1118 Direct
david.walters@cbre.com

Mr. Mark Donahew
312 Porter Drive
Azle, Texas 76020

**RE: LOI to Purchase approximately 6.43 acres
312 Porter Drive
Azle, Texas 76020**

Dear Mark:

I am pleased to present the following Letter of Intent (“**LOI**”) to purchase a portion of the above referenced property (**the “Property”**) by Tarrant County (“**Purchaser**”).

- 1. Purchaser:** Tarrant County and/or assigns
- 2. Seller(s):** Mark Donahew
- 3. Subject Property:** The approximately 6.43 acres of land and 2,189 square feet of improvements located at the above reference addresses and further described as shown on the attached **Exhibit “A”** along with rights, title and interest to any minerals.
- 4. Price:** \$750,000.00
- 5. Escrow Deposit:** Thirty Thousand Dollars (\$30,000.00) to be held by a mutually acceptable title company, which shall be applied to the purchase price.
- 6. Independent Consideration:** If Purchaser terminates for any reason during the Due Diligence Period as defined below, Purchaser will receive a full refund of the Earnest Money less \$100.00.
- 7. Condition of Property/Site Improvements:** Seller shall deliver the property in As-Is condition, free and clear of all encumbrances.
- 8. Due Diligence Period:** Ninety (90) days after the Effective Date of the Purchase Contract. Seller shall deliver to Purchaser any Appraisals, Property Condition Assessments, Previous Title Reports, Surveys, GeoTech Reports and Environmental Assessments in its possession within five (5) days following the effective date of the Purchase Contract. Upon deposit of an additional Ten Thousand Dollars (\$10,000.00) in Earnest Money,

Purchaser shall have a one-time right to extend the Due Diligence Period by thirty (30) Days.

- 9. Closing:** Ninety (90) days following expiration of Due Diligence Period as it may be extended.
- 10. Right of Use:** Seller may continue to occupy for up to four (4) months from closing at no charge, except Sellers shall pay all operating and tax expense related to their occupancy.
- 11. Survey:** Purchaser shall order an updated ALTA survey of the Property within fifteen (15) days following the effective date of Purchase Contract. The survey shall be approved by both Seller and Purchaser and be guided by the site depictions on **Exhibit "A"** attached.
- 12. Site Inspection:** Purchaser shall have the right to enter upon and inspect any and all aspects of the Property during the Due Diligence Period.
- 13. Contingencies:** Purchaser's obligation to purchase shall be subject to (1) Purchaser's inspection of the Property; (2) Purchaser's review of the title to the Property; (3) Purchaser's review of the Phase I environmental audit (and Phase II if needed); (4) Purchaser's review of the soils report; (5) Purchaser's receipt of all necessary permits and governmental entitlements for their use at the location; (5) Purchaser's receipt of appraisal justifying Purchase Price; (6) Purchaser's review of the economic feasibility to develop the site and (7) Purchaser's approval from the Tarrant County Commissioner's Court. If any such conditions are not fulfilled or acceptable to Purchaser, Purchaser shall have the right either to waive its objection and proceed to closing, or to terminate the purchase and sale contract in which event the parties shall be relieved of all further obligations under the purchase and sale contract, and the Escrow Deposit, together with all interest accrued thereon, shall be returned to Purchaser. Purchaser shall have the right to terminate the purchase and sale contract without cause at any time prior to such end of the Due Diligence Period by giving Seller with written notice of such termination in which event the parties shall be relieved of all further obligations under the purchase and sale contract, and the Escrow Deposit, together with all interest accrued thereon, shall be returned to Purchaser.
- 14. Brokerage Commission:** Seller acknowledges that CBRE, Inc. ("Purchaser's Broker") is representing the Purchaser in this transaction. Seller agrees to pay a commission equal to six percent (6%) of the gross sales price at closing to Purchaser's Broker.
- 15. Purchase & Sale Agreement:** This Letter of Intent is not a binding agreement and is subject to the mutual execution of a Purchase and Sale Agreement ("Agreement"). Purchaser and Seller intend to complete and execute a Purchase Agreement based on the Texas Realtors promulgated form within sixty (60) days of the execution of this proposal. During this sixty (60) day period, Seller shall

not market the Property and will work exclusively with Purchaser to finalize the Agreement.

16. Confidentiality:

Subject to the requirements of the limitations stated in Section 17 below, Purchaser, Seller and their affiliates agree to keep all material terms of the Letter of Intent and existence of this Letter of Intent confidential. The foregoing shall not, however, preclude dissemination of this Letter of Intent or the terms thereof or other information with respect to the subject transaction to the agents, employees, affiliates, consultants, advisors and lenders of Seller or as otherwise required by law. Purchaser may disseminate this Letter of Intent or the terms thereof or other information with respect to the subject transaction to the extent required by applicable law, regulation, or legal process, provided it promptly notifies Seller of such requirement if legally permitted to do so. A material breach of this provision will allow Purchaser to terminate this Letter of Intent. The Agreement shall contain customary confidentiality provisions including customary carve-outs. Purchaser will not, without Seller's prior written consent, disclose the transaction with any of Seller's employees, customers, clients, or others with whom Seller does business.

17. Texas Public Information Act:

Purchaser advises Seller that Purchaser is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Seller's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on Purchaser to disclose Seller information that may be subject to an exception from disclosure, Purchaser will (i) promptly notify Seller of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

Seller and Purchaser agree that this document is a letter of intent, not a binding contract. This document constitutes a current summary of the negotiations between the parties but does not create any obligations, either expressed or implied, on the part of either party. The parties contemplate continuing negotiations regarding the matters set forth herein and other matters that either party may deem appropriate, but each party reserves the right to terminate negotiations at any time, with or without cause, and without obligation, financial or otherwise, to the other party. A binding commitment with respect to the proposed transaction shall only result from the execution of a definitive agreement mutually acceptable to the parties. If the foregoing is acceptable to the Seller, please acknowledge by executing where indicated below and returning an executed copy to the undersigned no later than **Wednesday, April 23, 2025** so that we can commence negotiation of a definitive purchase and sale agreement.

Cordially,
CBRE, Inc.

A handwritten signature in black ink that reads "David Walters". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David Walters
Senior Vice President
817.333.1118

AGREED AND ACCEPTED THIS _____ DAY OF APRIL 2025.

Seller:

By: _____

Name: _____

EXHIBIT A

**312 Porter Drive
Azle, Texas 76020**

and

**Further described as all or portions of Tracts 2A, 2A01, 2N & portion of 2G, Abstract 1827, G W
McKinsey Survey, Tarrant County, Texas**

Depiction of Tarrant County Purchase Site

