

**SOUTH OKLAHOMA CITY AREA SCHOOL DISTRICT
NOTICE OF AUCTION
OKLAHOMA CITY, OKLAHOMA
BID #2-RFP-22-017**

FOR SALE: Two Parcels: 123 SW 25th St. (church) & SW corner of SW 25th St. and Broadway Ave. (parking), OKC, OK

AUCTION DATE: **Sealed Bids must be submitted by Friday, October 15, 2021 at 5:00 p.m.
Public Bid opening on Wednesday, October 20, 2021 at 2:00 p.m.**

LEGAL DESCRIPTION: All of lots 26 thru 36 of Block 12 and lots 1 thru 5 of Block 19, in the Capitol Hill Addition, Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof

PROPERTY CONDITION: PROPERTY SELLS "AS IS, WHERE IS" WITHOUT REPRESENTATIONS OF ANY KIND

TERMS AND CONDITIONS OF AUCTION

GENERAL INFORMATION: ANNOUNCEMENTS ON THE DAY OF BID OPENING SUPERSEDE ALL OTHER ANNOUNCEMENTS, ORAL OR WRITTEN. **Interested bidders may inspect the property at 10:00 a.m. on the dates of September 2, 2021, September 16, 2021, and September 30, 2021.** The South Oklahoma City Area School District (SOCASD) reserves the right to reject any or all bids at the sealed bid auction. NO BID IS OFFICIALLY ACCEPTED UNTIL APPROVED BY THE SOCASD BOARD in its open public meeting. Bids will be opened at the John Massey Center Bldg., Conference Rm. No. 131 7777 S. May Ave., Oklahoma City, OK 73159 on Wednesday, October 20, 2021 at 2:00 p.m. Purchasing Department staff will publicly open and tabulate bids on the opening date; sale to the highest responsible bidder with SOCASD Board approval in its open public board meeting, currently scheduled for October 25, 2021. Appraisal shall remain confidential until after the sale is final, pursuant to 70 Okla. Stat. § 5-117.A.11 (2021).

1. SEALED BIDS MUST BE HAND DELIVERED BEFORE 5:00 P.M., OR POSTMARKED NO LATER THAN FRIDAY, OCTOBER 15, 2021. IF POSTMARKED BY THE DEADLINE, THE BID MUST ALSO BE RECEIVED NO LATER THAN THE BID OPENING DATE AND TIME. Mailing address: Oklahoma City Community College, obo South Oklahoma City Area School District, ATTN: Craig Sisco, Purchasing Director, 7777 S. May Ave., Oklahoma City, OK 73159, or hand delivered to Craig Sisco, Purchasing Director or his designee, John Massey Center Building, 7777 S. May Ave., Oklahoma City, OK 73159.

2. Official SOCASD bid form must be signed by the bidder or an authorized representative.

3. Each bid must be accompanied by a cashier's check for five percent (5%) of the bidder's bid amount as earnest money deposit, made payable to the South Oklahoma City Area School District. Cashier's checks will be returned to unsuccessful bidders.

4. Bids must be enclosed in a SEALED envelope, bearing the notation on the outside of the envelope "BID for auction – **SOCASD CHURCH AND PARKING.**

5. The SOCASD makes no warranties or representations of any kind, and the property is being sold "as is-where is" and subject to all easements, right-of-ways, zoning, and restrictions of record. Prospective bidders are advised to inspect the property for themselves prior to bidding. All acreages and square footage, if any, are approximate and should be measured prior to bidding by interested bidders.

POST AUCTION

Buyers will be responsible for paying all of their own costs of closing, and any other associated costs for the purchase of the property. The buyer is required to execute the sales contract within 5 days from the auction date (see attached sample contract). If the buyer fails to execute the sales contract, then the seller may, at the seller's option, retain all earnest money paid by the buyer. Closing will be set within 30 days of the execution of the sales contract, unless an alternative date is agreed upon between the parties.

Possession will be given to the purchaser after the closing of the sale at the title company and after full payment of the purchase price has been tendered to the South Oklahoma City Area School District; conveyance will be by Quit Claim deed.

Bid packets are available by phone at 405-682-7556 or
email: michael.c.sisco@occc.edu

This Notice is available electronically at:
<https://www.occc.edu/purchasing/bid/>

**SOUTH OKLAHOMA CITY AREA SCHOOL DISTRICT
OFFICIAL SEALED BID FORM
BID #2-RFP-22-017**

I HEREBY SUBMIT MY SEALED BID FOR THE SALE OF THE PROPERTY DESCRIBED BELOW:

Property Address: 123 SW 25th St. (church) & SW corner of SW 25th St. and Broadway Ave. (parking)

Legal Description: All of lots 26 thru 36 of Block 12 and lots 1 thru 5 of Block 19, in the Capitol Hill Addition, Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

\$	DOLLARS
<i>Bid Amount</i>	

SOUTH OKLAHOMA CITY AREA SCHOOL DISTRICT (SOCASD) RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND/OR WAIVE ANY INFORMALITY.

By making a formal bid, and by my signature below, I acknowledge and hereby certify that I have read, understood and agree to the TERMS OF THE PUBLIC NOTICE OF SEALED BID AUCTION FOR THE ABOVE DESCRIBED PROPERTIES, published by the South Oklahoma City Area School District for the above described property. I hereby approve and accept all of the terms and conditions of the Sealed Bid Notice. ***My check made out to the South Oklahoma City Area School District in the amount of five percent (5%) percent of my bid amount is enclosed.***

Date of Bid

(Bidder's Signature)

(Print Bidder's Name)

(Bidder's Signature)

(Print Bidder's Name)

(Physical Address – MUST be provided – no P.O. Boxes)

(Mailing Address, if different)

(Phone)

(Cell or Alternate Phone)

(Email Address)

Sealed BIDS must be hand delivered before 5:00 p.m., or postmarked, no later than Friday, October 15, 2021. IF POSTMARKED BY THE DEADLINE, THE BID MUST ALSO BE RECEIVED BY SOCASD NO LATER THAN THE BID OPENING DATE AND TIME. By mail: Oklahoma City Community College, obo South Oklahoma City Area School District, Attn: Craig Sisco, Purchasing Director, 7777 S. May Avenue, Oklahoma City, OK 73159, or hand delivered to Craig Sisco, Purchasing Director, or his designee, John Massey Center Bldg., 7777 S. May Ave., Oklahoma City, OK 73159. Bids will be opened **Wednesday, October 20, 2021 at 2:00 p.m.** central standard time in the John Massey Center Bldg., Conference Rm No. 131, 7777 S. May Ave., and Oklahoma City, OK 73159.

Contact Information: Call 405-682-7556 or email: michael.c.sisco@occc.edu

**South Oklahoma City Area School District
Contract for the Sale of Real Estate**

THIS CONTRACT for the Sale of Real Estate (the "Contract" or "Agreement") is made and entered into on the ____ day of _____, 20__ by and between the **SOUTH OKLAHOMA CITY AREA SCHOOL DISTRICT** ("Seller"), and _____ ("Buyer"), collectively referred to herein as "the Parties." Seller agrees to sell and convey by Quitclaim Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

Upon full execution of this Agreement, the Parties create a valid and binding contract, setting forth their complete understanding of the terms and conditions contained herein. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns. The Contract shall be executed by original signatures of the Parties or by electronic signatures as reflected on separate identical Contract counterparts. The Parties agree that an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. All prior verbal or written negotiations, representations and agreements are superseded by the Contract, which may be modified or assigned only by written agreement signed by the Buyer and Seller.

1. LEGAL DESCRIPTION. "The Property" shall consist of the following described real estate:

All of lots 26 thru 36 of Block 12 and lots 1 thru 5 of Block 19, in the Capitol Hill Addition, Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **EXCLUDING** all mineral rights previously reserved or conveyed of record.

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION; the Purchase Price is _____ payable by Buyer as follows: Buyer has paid _____ (\$____) as Earnest Money upon receipt of the bid award to the highest responsible bidder in Seller's Sealed Bid Process (the "Earnest Money"), and Buyer shall pay the balance of the Purchase Price and all closing costs at Closing.

3. TRANSFER OF OWNERSHIP. Transfer of ownership includes execution of documents, delivery of deed, and receipt of funds by Seller, all of which shall be completed on or before _____, or not later than thirty (30) days thereafter, if unforeseen delay occurs in the closing process. Possession shall be transferred upon conclusion of the closing process. Buyer shall pay all closing fees, recording fees and all other costs and expenses arising from the sale. If the Buyer requires the services of a title company or other similar services, including abstract, survey, escrow, title insurance, and closing services, Buyer shall bear all costs. This transaction is exempt from documentary stamp tax pursuant to Title 68, Section 3202.11 of the Oklahoma Statutes exempting deeds to which the State of Oklahoma or its instrumentalities or subdivisions are a party.

4. RISK OF LOSS. Risk of loss to the Property, ordinary wear and tear excepted, shall transfer to the Buyer upon completion of Closing at which time possession will be surrendered by Seller.

5. ACCEPTANCE OF PROPERTY. Buyer accepts the Property in its then condition at Closing, "AS IS, WHERE IS," and "WITH ALL FAULTS." No representations or warranties, express, implied or arising by operation of law, have been or are made, and no responsibility is assumed by Seller or by any person or representative acting on behalf of Seller as to the condition, repair or any other matter concerning the Property. Buyer agrees and acknowledges that Seller, and any person or representative acting on behalf of Seller, is not an expert regarding the condition of the Property. No representations, warranties, or guarantees regarding the condition of the Property, or environmental hazards, including asbestos or any hazardous materials or harmful or toxic substances are expressed or implied. Buyer acknowledges and agrees that prior to bidding on the Property in Seller's Sealed Bid Process, Buyer was provided the opportunity to perform all desired investigations, inspections and reviews of the

Property at their own expense during the Property Inspection Period provided in the Seller's Sealed Bid Process. This Agreement is entered by Buyer after full investigation, or with the Buyer satisfied with the opportunity afforded for such inspection provided in the Seller's Sealed Bid Process during the Property Inspection Period. Buyer is not relying upon any statement or representation of the Seller, or by any person or representative acting on behalf of Seller, in entering this Agreement concerning the condition of the Property or any other matter. Buyer relies solely upon Buyer's own examination and inspections of the Property to determine condition, character, and suitability for Buyer's intended use prior to the bid. Buyer agrees and acknowledges that Buyer is accepting the Property "AS IS, WHERE IS" subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or hereafter existing. The terms and conditions of this paragraph shall survive the Closing or termination of this Contract.

6. **WAIVER AND RELEASE.** Buyer waives and releases Seller from any present or future claims arising from or relating to the presence or alleged presence of asbestos or any hazardous materials or harmful or toxic substances in, on, under or about the Property, prior to, on or after the date hereof, including without limitation any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind, (iii) this Agreement, or (iv) the common law. The terms and provisions of this paragraph shall survive Closing hereunder or termination of this Agreement. Buyer and its successors and assigns covenant and agree to defend, indemnify and hold harmless Seller from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, relating to any asbestos and hazardous materials or harmful or toxic substances heretofore or hereafter in, at, about or under the Property.
7. **TAXES, ASSESSMENTS AND PRORATIONS.** A. General ad valorem taxes for the current calendar year shall be prorated for THE BUYER ONLY, through the date of transfer of ownership, if certified. However, if the amount of such taxes has not been fixed, the proration amount for the BUYER shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Transfer of ownership. B. The following items shall be paid by Seller at the time of transfer of ownership: (i) **Seller is exempt from documentary stamp tax** in accordance with Title 68, Section 3202.11 of the Oklahoma; (ii) **Seller is exempt from ad valorem taxes** as a government instrumentality of the State of Oklahoma pursuant to Title 68, Section 2887.2; (iii) all utility bills, actual or estimated (iv) charges which are or may become a lien against the Property, excluding any taxes; and (v) any labor, materials, or other expenses related to the Property, incurred prior to Closing which are or may become a lien against the Property.
8. **BREACH AND FAILURE TO CLOSE.** A. UPON BREACH BY SELLER. Buyer's sole remedy for any default by the Seller shall be termination of this Contract and return of the Earnest Money. B. UPON BREACH BY BUYER. If, after the Seller has performed Seller's obligation under this Contract, and if, within five (5) days after the date specified for Transfer of ownership under Provision 3, the Buyer fails to provide funding, or to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain the Earnest Money, and may pursue any other remedy available at law or in equity, including specific performance.
9. **NO BROKER PAYMENTS FROM SELLER.** The Parties agree and confirm that the Seller shall not be responsible to pay any brokerage commission, fee or expense incurred for any reason by either party relating to the sale of the Property in any manner. Further, the Seller has not entered into any agreement with any broker. If Buyer elects to receive brokerage services related to the sale of the Property, Buyer shall be solely responsible to pay all brokerage commissions, fees and expenses that may become due as a result, and Seller shall not be obligated in any respect to pay them.
10. **COLLUSION AND ACCEPTANCE.** The undersigned attests, subject to the penalties for perjury, that the undersigned is the Buyer, or that the undersigned is the properly authorized representative, agent, member or officer of the Buyer, that the undersigned has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any collusion or agreement to receive or pay, and that Buyer has not received or paid any sum of money or other consideration for the execution of this Contract for the Sale of Real Estate, other than that which appears upon the face of this Agreement.
11. **SALE SUBJECT TO BOARD APPROVAL.** Sale is contingent upon the approval of the Trustees of the South Oklahoma City Area School District in an open public meeting. Trustees have the right to reject any and all bids.

IN WITNESS WHEREOF, the **PARTIES** have executed this instrument on the dates set forth below.

SAMPLE

SELLER: SOUTH OKLAHOMA CITY AREA SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Acknowledgement

STATE OF OKLAHOMA)
) ss
OKLAHOMA COUNTY)

Before me, the undersigned Notary, in and for this State, on this _____ day of _____, 20____ personally appeared _____, the Authorized Representative of South Oklahoma City Area School District, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

Date of Expiration

SAMPLE

BUYER: _____

By: _____

Name: _____

Title: _____

Date: _____

Acknowledgement

STATE OF OKLAHOMA)
) ss
_____ COUNTY)

Before me, the undersigned Notary, in and for this state, on this _____ day of _____, 20____,

personally appeared _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

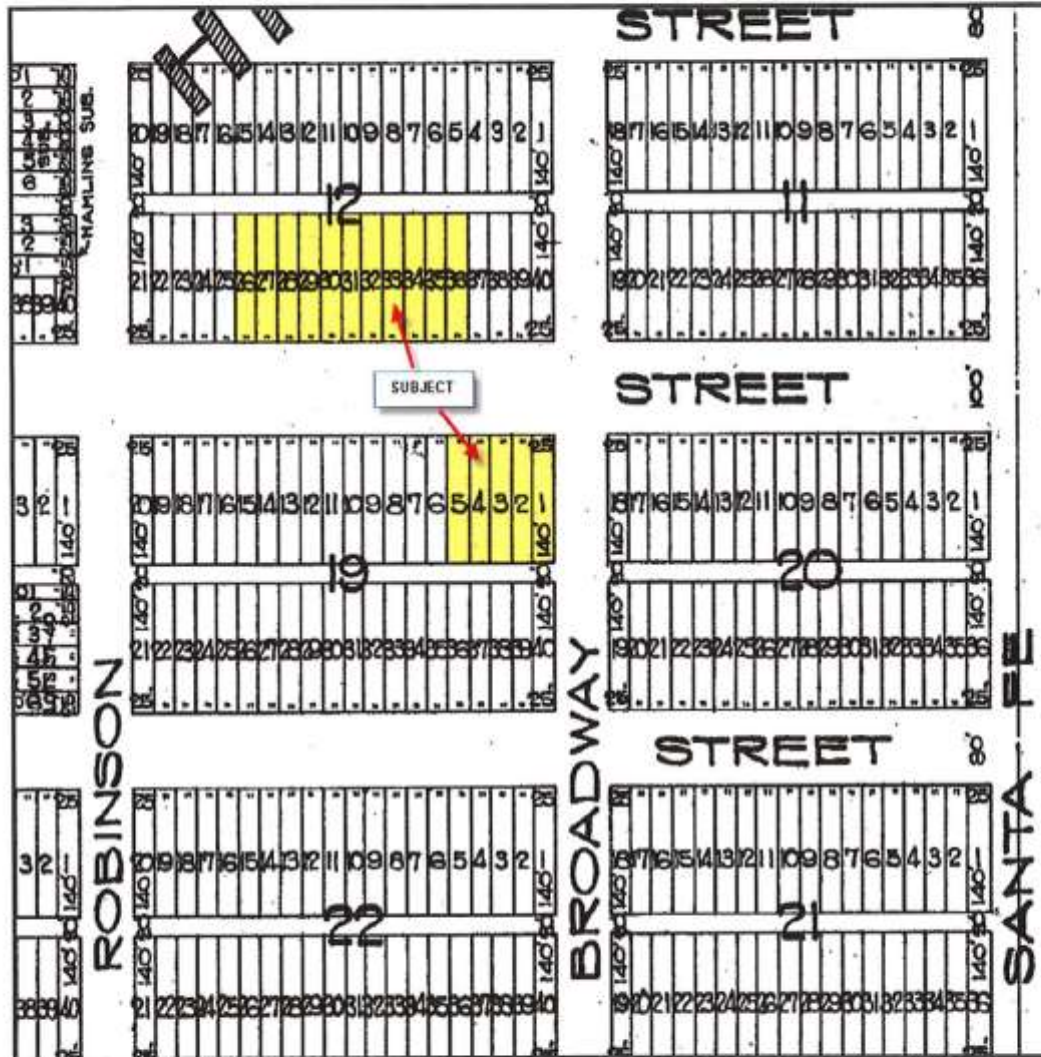
Notary Public

Date of Expiration

EXHIBIT A – PLOT MAP

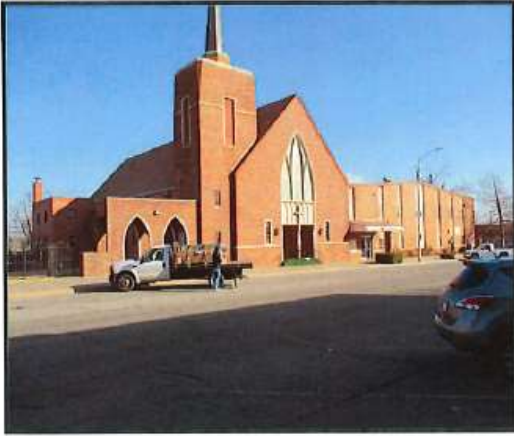
IDENTIFICATION OF THE SUBJECT PROPERTY

The subject property is located east of South Shields Boulevard; between south Robinson Avenue and South Broadway; along the north and south-sides of S.W. 25th Street.



As shown in the plat map above, the subject property consists of two non-contiguous parcels. Parcel One is located west of Broadway Avenue, along the north-side of S.W. 25th Street and Parcel Two is located on the southwest corner (SW/C) of S.W. 25th Street and South Broadway Avenue.

EXHIBIT B – PROPERTY PHOTOS



LOOKING NORTHEAST AT PARCEL ONE



LOOKING NORTHWEST AT PARCEL ONE



LOOKING SOUTHWEST AT PARCEL TWO



**LOOKING NORTHWEST AT PARCEL TWO
TOWARD PARCEL ONE**