



Notice of Sale and Invitation to Bid
for Purchase of 322 Main Street, Abernathy, Texas 79311

Issued by:
City of Abernathy, Texas
September 25, 2026

The original signed bid packet and two (2) duplicates are to be submitted in a sealed envelope or package with the name of the Bidder and Invitation to Bid title clearly marked on the outside of the envelope or package.

All proposals shall be addressed and delivered to:
City of Abernathy
Attn: Julie Arrington, City Administrator
811 Avenue D
PO Box 310
Abernathy, Texas 79311

**Bids must be received in sealed envelopes or packages no later than 1:30 P.M. Central Standard Time on
Wednesday, November 4, 2026**

**THE CITY OF ABERNATHY
322 MAIN STREET, ABERNATHY, TEXAS 79311
SEALED BID PURCHASE AGREEMENT**

In accordance with section 272.001 of the Local Government Code and in order to stimulate competition, prevent favoritism, and secure the best possible price, the City of Abernathy (the “City”) is accepting bids for the purchase of 322 Main Street, Abernathy, Texas 79311, commonly known as the “American Legion Building.”

Questions about this Notice of Sale and Invitation to Bid may be submitted to the City Administrator, Julie Arrington, at the following email: j.arrington@cityofabernathy.org no later than Wednesday, October 21, 2026. All questions will be answered through addenda made available to all bidders. Any addenda to this Notice of Sale and Invitation to Bid will be posted on the City Website at www.cityofabernathy.org no later than Wednesday, October 28, 2026.

The evaluation criteria will be as follows: **Highest Bid**

STANDARD INSTRUCTIONS

All bid packets **MUST** be in a **SEALED ENVELOPE OR PACKAGE** with “322 Main Street” LOCATED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE. Please hand deliver completed bid packets to Abernathy City Hall, 811 Avenue D, Abernathy, Texas 79311, Monday through Thursday between the hours of 7:00 a.m. and 5:00 p.m. or Friday 8:00 a.m. to 12:00 p.m. any day prior to Wednesday, November 4, 2026. **NO BIDS WILL BE ACCEPTED AFTER 1:30 p.m. on Wednesday, November 4, 2026.** After the bids are received, the bids will not be immediately opened and read aloud; instead, the bids will be opened and read aloud at the City Council meeting on Monday, **November 9, 2026** at 6:30 p.m. The City anticipates accepting a bid at the City Council meeting on Monday, November 9, 2026.

A COMPLETE BID PACKET INCLUDES THE FOLLOWING ITEMS:

- a. **Proof of Certified Funds Letter including a point of contact from a qualified, approved financial institution.**
- b. **Evidence satisfactory to the City, as provided by a qualified approved financial institution, that the bidder has the financing necessary to achieve the bidder’s proposed development and use of the property**
- c. **Bidder’s initials on each page**
- d. **The General Conditions, Attachment 3 and Attachment 4, must be signed by the Bidder or Bidder’s Authorized Representative.**
 - i. Attachment 1 – “Special Warranty Deed”
 - ii. Attachment 2 – “No Title Policy Statement”
 - iii. Attachment 3 – “No Conflict of Interest Statement”
 - iv. Attachment 4 – “Property Photos”
 - v. Bids submitted on behalf of an organization, trust, or a business entity must include the proper signatory authority documentation (e.g., Secretary of State Information, Articles of Incorporation, Bylaws, or Trust Documents) evidencing the representative’s authority to sign on behalf of the organization, trust, or business entity for this sealed bid

purchase agreement.

City staff will proceed in depositing the successful bid amount and preparing the deed for appropriate signatures and recording.

If you do not understand the bidding instructions, the bid packets, or any part thereof, please consult the attorney of your choice prior to submitting your bid packet.

**THE DEADLINE FOR TURNING IN THIS BID PACKET IS
1:30 P.M. ON WEDNESDAY, NOVEMBER 4, 2026**

TIMELINE

The following table identifies events and deadlines for this Notice of Sale and Invitation to Bid:

Event	Date	Location
Notice of Sale Advertised	September 25, 2026	Abernathy Advocate and City Website: https://cityofabernathy.org/your-government/public-notices/
Deadline to submit questions	October 21, 2026	Submit to: j.arrington@cityofabernathy.org
City responds to Questions	October 28, 2026	Addenda will be added to website
Offer Due Date	November 4, 2026 by 1:30 p.m.	Abernathy City Hall, 811 Avenue D, Abernathy, Texas 79311
Anticipated preliminary Award	November 9, 2026	

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General Conditions

(Bid Form – Please Read Carefully)

Bidder's Name: Please print name(s) exactly as they should appear on the deed

Bidder's Address: _____

Bidder's City, State, Zip Code: _____

Bidder's E-mail address: _____

Bidder's Telephone Number: _____

I hereby make a bid to purchase the following property in accordance with the terms and conditions contained herein:

Street No.	Street Name	Block/Lot/Addition	Hale County Appraisal District Account No.
322	Main Street	Block 95, Lots 15-16 and the W/2' of Lot 17 Original Town of Abernathy	21767

Total Bid Amount \$ _____

(Bid amount in word form) _____

The City is not required to accept any bid or offer to complete the sale and the City reserves the right to reject any and all bids for any reason.

Bidder's Initials _____

I understand and acknowledge that by submitting this bid I am making an offer to purchase the property and that if my offer is accepted by the City of Abernathy, ***I hereby agree to abide by all of the terms of this Notice of Sale and Invitation to Bid.*** The offer is accepted and this agreement becomes binding when the Abernathy City Council approves the sale of the property to the buyer and the buyer tenders to the person designated by the City to accept full payment by bank certified funds.

NO DEPOSIT IS REQUIRED.

REJECTION OF BIDS

The City is not required to accept any bid or offer to complete the sale and the City reserves the right to reject any and all bids for any reason.

AS-IS

I understand that the property is purchased ***“as-is, where is, with all faults.”*** I understand that it is my responsibility to check for (i) outstanding or pending City of Abernathy Code Enforcement actions including but not limited to repair or demolition orders, (ii) roadway access to the property, (iii) floodplain status, (iv) zoning, and (v) all other due diligence matters or property conditions. I understand that the City of Abernathy disclaims responsibility as to the accuracy or completeness of any information relating to the property for sale and the data in the public advertisement is for information only. The transaction, to the maximum extent allowed by law, is made on an ***“as-is, where is, with all faults”*** basis and is subject to all visible and apparent easements and any other instruments of records. The City of Abernathy specifically disclaims any warranties of habitability or suitability for a particular purpose. ***I understand that the City of Abernathy is not responsible for any misrepresentations, failures of disclosure, errors or any negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction. I understand that the City of Abernathy is specifically exempt by Texas Property Code 5.008(e) from providing a seller's disclosure concerning the condition of the Property.***

PURCHASE PRICE

The successful bidder will be notified by mail to pay the full purchase price for the property within seven (7) business days from the date of the request for payment letter. ***The request for payment will be sent after City Council approval of the sale.***

If my bid is accepted, I will pay in full the purchase price by bank certified funds made payable to the City of Abernathy within seven (7) business days of the payment request letter.

The City will not be responsible for undelivered payments by the U.S. Postal Service regular mail. ***The City will have the right to offer the property to the next highest bidder if the successful bidder does not pay the full purchase price in the time and manner as set forth above.***

WAIVER AND RELEASE

I am solely responsible for bringing the Property into compliance with all applicable laws including federal and state statutes and regulations as well as City ordinances within six months of the date of sale.

BY SUBMITTING THIS PROPOSAL, I HEREBY WAIVE AND RELEASE ANY RIGHTS I MAY HAVE, EITHER NOW OR IN THE FUTURE, TO UNDERTAKE ANY LEGAL OR EQUITABLE ACTION AGAINST THE CITY OF ABERNATHY FOR FAILURE OF THE CITY TO FULLY ADVERTISE OR NOTICE THE SALE OF THE PROPERTY OR TO PROPERLY CONDUCT THE SALE OF THE PROPERTY AND HEREBY COVENANT NOT TO SUE THE CITY OF ABERNATHY OR AGENTS OF THE CITY OF ABERNATHY. I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO MAKE AN INSPECTION OF THE PROPERTY. UPON MY DEATH OR MENTAL INCAPACITY, THE BID SUBMITTED SHALL BECOME NULL, VOID AND UNENFORCEABLE AND THE CITY OF ABERNATHY SHALL HAVE NO FURTHER OBLIGATION TO MY ESTATE, MY GUARDIAN OR ME. ON BEHALF OF MY HEIRS, MY ESTATE OR MYSELF, I HEREBY WAIVE ANY RIGHTS I MAY HAVE TO AN AWARD OR CONVEYANCE OF THE PROPERTY IN THE EVENT OF MY DEATH OR MENTAL INCAPACITY.

NO TITLE POLICY AND NO CONFLICT OF INTEREST

I understand the City of Abernathy will not provide a title policy for the property. I understand that if I decide that I would like a title policy, it is my responsibility to obtain one. Attached is my executed Attachment 2 ("No Title Policy Statement") and my executed Attachment 3 ("No Conflict of Interest Statement").

SPECIAL WARRANTY DEED

The conveyance of the property will be by Special Warranty Deed from the City of Abernathy, and will be subject to all easements, restrictions, reservations, right-of-way, dedications and other encumbrances of record or apparent upon the Property. The form of the Special Warranty Deed is included as Attachment 1.

THE CITY IS NOT REQUIRED TO ACCEPT ANY BID OR OFFER TO COMPLETE THE SALE AND THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS FOR ANY REASON.

I have read and understand the terms of this Notice of Sale and Invitation to Bid. I hereby approve and accept all of the conditions contained herein.

Bidder's Printed Name

Bidder's or Bidder's Authorized Representative's Signature

Bidder's Address

City State Zip

Phone Number Email Address

EXHIBIT A

PROPERTY INFORMATION

Property Location:

322 Main Street, Abernathy, Texas 79311, generally located on the northeast corner of Main Street and Avenue D with a legal description as follows:

OT ABY BLK 95 Lots 15-16 W/2'-17

(Hale County Appraisal District Property ID No. 21767)



Size: 6,037.00 square foot commercial building on 0.14 acres

Use: The building has been previously leased to the Abernathy American Legion Organization.

Utilities: Water, sewer, electric, and gas are currently available at the building.

Condition: The building will require a complete electric upgrade, including the electric panel. The successful bidder will be responsible for any necessary repairs, improvements, or access needs.

(Attachment 1)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF HALE §

THAT, the **CITY OF ABERNATHY**, a general law Type A municipal corporation of the State of Texas ("Grantor"), whose address for the purposes hereof is 811 Avenue D, Abernathy, Texas 79311, Attn: City Administrator, for and in consideration of the furtherance of Grantor's public purposes and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto **[GRANTEE]**, a **[ENTITY]** ("Grantee"), whose address for the purposes hereof is **[ADDRESS]**, Attn: **[CONTACT]**, those certain tracts or parcels of land located in Hale County, Texas, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference for all purposes, together with all and singular the improvements, buildings, structures and fixtures located thereon or attached thereto (all of such land, improvements and property are collectively referred to herein as the "Property"); provided, however, that this conveyance is made and accepted subject to ad valorem taxes for the current year and all those certain easements, covenants, restrictions and other matters of record in Hale County, Texas, on the date hereof, to the extent the same are valid and subsisting and affect the Property (the "Permitted Exceptions").

This Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to a reservation of minerals by Grantor as hereinafter set forth in this paragraph. Grantor hereby reserves and excepts out of this Deed and the conveyance hereinabove set forth all of Grantor's existing interest in and to any and all oil, gas and other minerals on, in or under the Property (the "Reserved Interest"). The Reserved Interest in and to the minerals shall (a) participate, in its proportionate share, in any and all payments due under any oil, gas and mineral leases covering the Property, including, without limitation, payments of bonus, royalty, delay rentals and shut-in royalties, and (b) be subject to the terms, provisions and conditions of any presently existing oil, gas and mineral leases now or hereafter covering the Property or any portion thereof. Notwithstanding participation of the Reserved Interest in any payments due under any oil, gas and mineral lease, Grantor waives all right of ingress and egress upon the surface of the Property and further waives all right which Grantor may now or hereafter have to use the surface of the Property in connection with any operations for the exploration or production of oil, gas or other minerals. Nothing herein contained shall ever be construed to prevent the Grantor, or Grantor's successors, or assigns, from developing or producing the oil, gas and other minerals in and under the Property by pooling or by directional drilling under the Property from well sites located on tracts outside the Property, provided that any such pooling or directional drilling under the Property does not conflict with the Conditions contained herein.

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, **"AS IS," WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.** Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Grantor's warranty of title set forth herein), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of hazardous materials in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of any diligence items provided by Grantor, (s) tax consequences, or (t) any other matter or thing with respect to the Property. **GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY, AND GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED AND SHALL SURVIVE CLOSING.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the Conditions (as hereafter defined); and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise; subject, however, to the Permitted Exceptions.

This document may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument. When the context requires, singular nouns and pronouns include the plural.

EXECUTED to be effective as of this ____ day of _____, 2026.

GRANTOR: THE CITY OF ABERNATHY

By: _____

Name: Julie Arrington

Title: City Administrator

Attest:

Krista Adames

City Secretary

APPROVED AS TO LEGALITY AND FORM

Matthew A. Murray

City Attorney

(Acknowledgment)

THE STATE OF TEXAS

§

COUNTY OF HALE

§

This instrument was acknowledged before me on this the date of _____, 2026, by Julie Arrington, City Administrator of the City of Abernathy, a Texas municipal corporation on behalf of said City of Abernathy.

Notary Public, State of Texas

Printed Name:

My Commission Expires:

GRANTEE: []

By: _____
Name: []
Title: []

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was ACKNOWLEDGED before me on _____,
2026 by _____, _____ of
_____, on behalf of said
_____.

Notary Public, State of Texas

Printed Name:

My Commission Expires:

AFTER RECORDING RETURN TO:

City of Abernathy
Attn: City Administrator
811 Avenue D,
Abernathy, Hale County, Texas 79311

(Attachment 2 – “No Title Policy Statement”)

I/we _____ would like to purchase the property located at 322 Main Street, Abernathy, Texas 79311 and as part of my/our offer to purchase, I/we acknowledge the following:

THE CITY OF ABERNATHY WILL CONVEY THE PROPERTY THROUGH THE USE OF A SPECIAL WARRANTY DEED AND DOES NOT FURTHER WARRANT TITLE TO THE PROPERTY. BE ADVISED THAT THE CITY OF ABERNATHY WILL NOT PROVIDE A TITLE POLICY OR TITLE INSURANCE ON THIS REAL ESTATE TRANSACTION. IF YOU DESIRE A TITLE COMPANY TO ISSUE A TITLE POLICY FOR THE PROPERTY, PLEASE CONTACT YOUR TITLE COMPANY TO DETERMINE IF ONE CAN BE ISSUED BEFORE YOU SUBMIT YOUR BID TO THE CITY.

I/We will hold harmless and indemnify the City of Abernathy from any defects in title of the above referenced property.

Signature

Signature

Printed Name

Printed Name

Date

Date

(Attachment 3 – “No Conflict of Interest Statement”)

I/we _____ certify the following:

1. Neither I/we, nor my/our spouse(s), is/are a City of Abernathy officer, employee or City Council appointed member of any board or commission and neither I/we are closely related to any of the foregoing.
2. The submission of the bid and sale of this property would not violate Chapter 171 or Chapter 176 of the Local Government Code.

Signature

Signature

Printed Name

Printed Name

Date

Date

(Attachment 4 – Property Photographs)

