Williamson County Parks & Recreation Department

Information for GovDeals

Sale at the earliest auction

Location of Listed Assets:

Berry Springs Park & Preserve; 1801 County Road 152; Georgetown, TX 78626

Asset List:

Quantity: one (1)

Description: Old Residential Building

Nearly square, single family, one-story, wood frame, metal roof residential building with distinctive weathered texture boards. Current footprint is approximately 34' X 29', not including two (2) porches. Original structure was possibly constructed during mid 1930's or early 1940's and added onto several times. There are numerous straight boards on exterior of structure. Winning bidder will be required to dismantle empty building within **60 days** from the sale date. Dismantling includes the removal and hauling away of all materials except for concrete and masonry related to the building's foundation. The building is located at Berry Springs Park & Preserve; 1801 County Road 152; Georgetown, TX 78626 which is open to the public seven day a week. Interested bidders can view the building independently but must call (512) 930-0040 at least 48 hours in advance to make arrangements to view the building as the building is in a fenced area with livestock and closed to the public. Winning bidder will be responsible for the replacement or repair (to its original or better condition) of any park infrastructure temporarily removed or damaged during the winning bidder's activities to remove the building. Winning bidder will also be responsible for any required traffic control on the Park's roads.

No county staff will be available to assist with dismantling or loading of any materials.

See attached document for Williamson County Government insurance requirements. A Certificate of Insurance evidencing the attached coverages together with a copy of the required endorsements shall be provided to the County prior to commencement of any work.

Condition of Asset: dilapidated - refer to photos.

Quantity: one (1)

Description: Old Residential Outbuilding

Small, nearly square, one-story, wood frame, metal roof residential outbuilding with distinctive weathered texture boards. Footprint is approximately 8' X 8'. Year of Construction: Unknown, but is finished in a style similar to the Old Residential Building. There are numerous straight boards on exterior of structure. Winning bidder will be required to dismantle empty building within **60 days** from the sale date. Dismantling includes the removal and hauling away of all materials except for concrete and masonry related to the building's foundation. The building is located at Berry Springs Park & Preserve; 1801 County Road 152; Georgetown, TX 78626 which is open to the public seven day a week. Interested bidders can view the building independently but must call (512) 930-0040 at least 48 hours in advance to make arrangements to view the building as the building is in a fenced area with livestock and closed to the public. Winning bidder will be responsible for the replacement or repair (to its original or better condition) of any park infrastructure temporarily removed or damaged during the winning bidder's activities to remove the building. Winning bidder will also be responsible for any required traffic control on the Park's roads.

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Condition of Asset: dilapidated - refer to photos.

Special Instructions:

THE BUYER ("BUYER") AND WILLIAMSON COUNTY, TEXAS, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS ("COUNTY"), AGREE THAT AS A MATERIAL PART OF THE CONSIDERATION FOR BUYER'S AGREEMENT TO PURCHASE THE DESCRIBED PROPERTY AND FOR COUNTY'S AGREEMENT TO SELL THE PROPERTY TO BUYER AND THAT BY BUYER'S TAKING POSSESSION OF THE PROPERTY, BUYER ADMITS AND AGREES THAT BUYER WAS GRANTED ADEQUATE TIME AND OPPORTUNITY TO CONDUCT AN INSPECTION OF THE PROPERTY AND BUYER SHALL BE DEEMED TO HAVE APPROVED THE CONDITION OF THE PROPERTY AS OF THE DATE OF TAKING SUCH POSSESSION. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AND FOR ANY PERSON CLAIMING BY, THROUGH OR UNDER BUYER (ALL SUCH ENTITIES OR PERSONS BEING INCLUDED IN THE NAME OF BUYER), AGREES TO AND DOES HEREBY ACCEPT THE PROPERTY, "AS IS" AND "WITH ALL FAULTS", AND BUYER ACKNOWLEDGES AND AGREES THAT SUCH PURCHASE IS MADE WITHOUT RECOURSE (EVEN AS TO THE PURCHASE PRICE), AND THAT NEITHER COUNTY NOR ANY OF COUNTY 'S REPRESENTATIVES AND/OR AGENTS (ALL OF SUCH ENTITIES OR PERSONS, INCLUDING COUNTY, BEING SOMETIMES COLLECTIVELY REFERRED TO AS THE "COUNTY RELATED PERSONS") HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, AND THE COUNTY RELATED PERSONS SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY MATTER RELATING TO THE PROPERTY, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED; INCLUDING, WITHOUT LIMITATION, BUYER AGREES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS REGARDING THE PRESENCE OR ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, OR THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF ANY PART OF THE PROPERTY. BUYER'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) SHALL RELIEVE COUNTY RELATED PERSONS OF ANY LIABILITY TO BUYER AS A RESULT OF ANY AND ALL MATTERS ADDRESSED HEREIN ABOVE AND BUYER AGREES TO ACCEPT ALL LIABILITY THEREOF, AS BETWEEN BUYER AND COUNTY RELATED PERSONS, AND BUYER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY RELATED PERSONS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS, OR ACTIONS INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF BUYER'S PURCHASE AND/OR USE OF THE ABOVE DESCRIBED PROPERTY.

The Property may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Buyer has inspected the Property and conducted such tests and inspections as Buyer deems necessary or desirable. Buyer will comply with all rules and regulations relating to asbestos in performing any maintenance, construction, renovation, disposal or destruction of the Property, and Buyer will bear all costs related to removal and disposal any portion of the Property containing asbestos.

<u>Guaranty Waiver</u> All property is offered for sale 'AS IS, WHERE IS.' Williamson County Government, TX makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final. The buyer is not entitled to any payment for loss of profit or any other money damages - special, direct, indirect, or consequential.

<u>Personal and Property Risk</u> Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

<u>Description Warranty</u> Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

OLD HOUSE STRUCTURE PHOTOS





























OLD OUTBUILDING STRUCTURE PHOTOS





