



RFQWriter's Direct Number: (512) 499-4330

Tina Faltysek
Senior Real Estate Specialist
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August 17, 2020

OGC#136424

To Interested Real Estate Appraisers:

Via : *Email*

RE: Request for Qualifications for Appraisal Services – RFQ No. 720-2021

SECTION 1 – INTRODUCTION

1.1 Summary and Objectives

The University of Texas System (UT) is one of the nation's largest systems of higher education, consisting of fourteen university and medical institutions that collectively enroll more than 240,000 students and employ more than 21,000 faculty and 83,000 healthcare professionals.

1.2 Description of Assignment

The Board of Regents of the University of Texas System Real Estate Office is seeking qualifications from interested and qualified real estate appraisers to perform an appraisal of the surface estate of approximately 38 acres in Burleson County, Texas, as depicted in Exhibit A.

“Scope of Work”

UT wishes to determine the value of 100% of the surface estate and UT's undivided 2/3rd interest in the surface estate.

Exhibit A – Aerial of property

Exhibit B – Burleson County Appraisal District property information sheet

Exhibit C – Executor's Deed, Volume 492, Page 245

Exhibit D – UT System Appraisal Services Agreement and Guidelines

SECTION 2 - RESPONSE REQUIREMENTS

2.1 University Contact Person, Submission, and Deadline

Respondents to this RFQ should direct all questions or concerns regarding this RFQ to the following University contact (“**UT System Contact**”):

Tina Faltysek
Email: tfaltysek@utsystem.edu

University specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above-named individual via email; otherwise, Respondent may be disqualified. UT System will accept Responses submitted in response to this RFQ until 5:00pm Austin, Texas Time on **August 28, 2020** (the “**Submittal Deadline**”) and emailed to the UT System Contact.

2.2 Criteria for Selection

The successful Respondent, if any, selected by UT System through this RFQ will be based on the information provided by Respondent in response to **Section 3. Qualification Criteria and received by UT System** on or before the Submittal Deadline.

UT System will evaluate the responses and select a qualified Respondent based on the information provided in the responses. UT System may consider additional information if it determines the information is relevant. UT System reserves the right to award none, some, or all of the Services described in this RFQ.

2.3 Submittal Checklist

Respondents are instructed to send a response that includes:

- A. Responses to Qualification Criteria (ref. **Section 3**).
- B. Signed and Completed Qualification Request Form (ref. **Section 4**).

SECTION 3 - QUALIFICATION CRITERIA

Please provide a narrative response to the criteria listed below; it must address specific items noted with each criterion. Respondent can also include additional information Respondent believes UT System should know when determining qualifications.

Evaluation Questions for Supplier Response

A. Vendor Qualification	1. Provide the name of the Firm and appraiser who will be providing the service 2. List the Qualifications of the appraiser
B. Experience	3. Provide a description of up to three similar assignments that the appraiser has completed
C. Time Frame	4. Provide the Time Frame for Completing the Appraisal
D. Fee	5. Provide the Appraisal Fee for the services
E. UT System Real Estate Appraisal Services Agreement and Guidelines	6. Review the UT System Real Estate Appraisal Services Agreement and Guidelines and provide any changes or exceptions (Exhibit D)

SECTION 4 - QUALIFICATION REQUEST FORM

Name of responding entity: _____

Business Address: _____

Federal Tax ID Number: _____

Contact Name: _____

Contact E-mail Address: _____

Contact Phone Number(s): _____

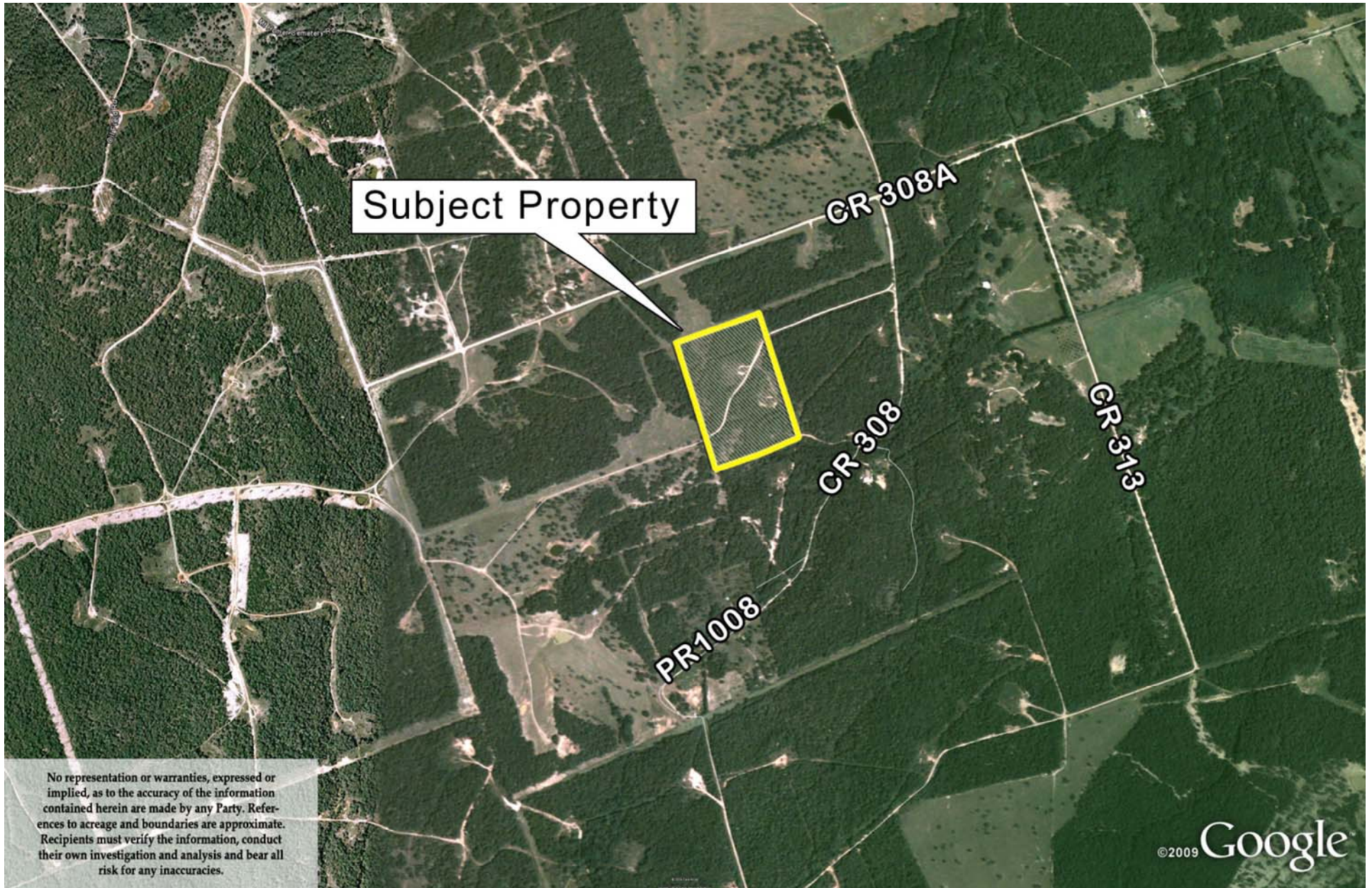
By completing and signing this form, the Respondent affirms that all the information is true and correct. The person signing below further affirms that they are a duly authorized representative of the Respondent's firm.

Submitted and Certified by:

Authorized Signature

Date

EXHIBIT A



Subject Property

CR-308A

CR-308

CR-313

PR-1008

No representation or warranties, expressed or implied, as to the accuracy of the information contained herein are made by any Party. References to acreage and boundaries are approximate. Recipients must verify the information, conduct their own investigation and analysis and bear all risk for any inaccuracies.

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Burleson CAD Property Search

Property ID: 14685 For Year 2020

Map

Unable to determine the physical location of the property. Please contact Burleson CAD for more information.

Property Details

Account	
Property ID:	14685
Legal Description:	A0165 KOPP A F ACRES 25.32
Geographic ID:	1165-000-002-02928
Agent:	
Type:	Real
Location	
Address:	OF CR 308 ,
Map ID:	
Neighborhood CD:	
Owner	
Owner ID:	1190
Name:	UNIVERSITY OF TEXAS SYSTEM
Mailing Address:	OFFICE OF GENERAL COUNSEL-REAL ESTATE OFFICE 210 W 7th St Austin, TX 78701
% Ownership:	100.0%
Exemptions:	EX - Exempt For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$221,550
Agricultural Market Valuation:	\$0
Market Value:	\$221,550
Ag Use Value:	\$0
Appraised Value:	\$221,550
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$221,550

VALUES DISPLAYED ARE 2020 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	Burleson CAD	0.000000	\$221,550	\$0
GBU	Burleson County	0.485000	\$221,550	\$0
HOS	Memorial Hosp	0.070000	\$221,550	\$0
RDD	County Road	0.075000	\$221,550	\$0
SCW	Caldwell ISD	1.212280	\$221,550	\$0

Total Tax Rate: 1.842280

Property Improvement - Building

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
CRN2	CRN2	16.66	725,709.60	0.00	0.00	\$145,775	\$0
CRN2	CRN2	6.66	290,109.60	0.00	0.00	\$58,275	\$0
CRN1	CRN1	2	87,120.00	0.00	0.00	\$17,500	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2020	\$0	\$221,550	\$0	\$221,550	\$0	\$221,550
2019	\$0	\$205,726	\$0	\$205,726	\$0	\$205,726
2018	\$0	\$164,580	\$0	\$164,580	\$0	\$164,580
2017	\$0	\$141,792	\$0	\$141,792	\$0	\$141,792
2016	\$0	\$131,664	\$0	\$131,664	\$0	\$131,664
2015	\$0	\$116,472	\$0	\$116,472	\$0	\$116,472
2014	\$0	\$60,134	\$0	\$60,134	\$0	\$60,134
2013	\$0	\$60,134	\$0	\$60,134	\$0	\$60,134
2012	\$0	\$60,134	\$0	\$60,134	\$0	\$60,134
2011	\$0	\$60,134	\$0	\$60,134	\$0	\$60,134

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
	WILL	WILL	UNIVERSITY OF TEXAS SYSTEM	UNIVERSITY OF TEXAS SYSTEM	435	16	

DISCLAIMER

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VOL 0492 PAGE 245

EXECUTOR'S DEED: WILLIAM H. BETTS, JR., INDEPENDENT EXECUTOR OF THE ESTATE OF ISORA COOKE, TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BURLESON §
AND WALLER §

That I, WILLIAM H. BETTS, JR., Independent Executor of the Estate of ISORA COOKE, DECEASED, duly appointed in Cause No. P92-61 in the County Court at Law of Waller County, Texas, acting herein in my capacity as such Independent Executor and for said Estate, Grantor, in consideration of and in accordance with the disposition made of the hereinafter described property by the Last Will and Testament of ISORA COOKE, Deceased, admitted to probate in said cause No. P92-61 (the "Will"), and to evidence the conveyance and delivery of said property as directed and provided in and by the said Last Will and Testament of Isora Cooke, Deceased;

Have GRANTED AND CONVEYED, and by these presents do GRANT AND CONVEY, subject to such exceptions, reservations or other matters affecting title as are set forth hereafter in this conveyance, unto THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM FOR THE USE AND BENEFIT OF THE UNIVERSITY OF TEXAS AT AUSTIN ("UT AUSTIN"), Grantee, the following described property, together with all improvements thereon, if any, to-wit:

TRACT ONE:

Undivided 2/3rds interest in and to the SURFACE ESTATE ONLY of that certain tract or parcel of land, containing 38.001 acres of land, more or less, lying and being situated in the A. Kopp Survey (A-165) of Burleson County, Texas, BEING THE SAME TRACT or parcel of land described as "FIRST TRACT" in that certain Partition Deed dated September 1, 1978 from G. B. Lindsey, et al to Isora Cooke, et al now of record in Volume 249, at page 531 of the Deed Records of Burleson County, Texas; reference to each of which said deeds being hereby made for all pertinent purposes; reference to each of which said deeds being hereby made for all pertinent purposes.

TRACT TWO:

VOL 0492 PAGE 246

Undivided 3/24th mineral interest in and to all of the oil, gas and other minerals in, on and under all that certain tract or parcel of land containing 150 acres land, more or less, (said tract also being called 152.092 acres in the 8/17/78 resurvey of said tract by E. E. Johnson, P.E. #9114) lying and being situated in the A. Kopp Survey (A-165) of Burleson County, Texas, and BEING THE SAME TRACT or parcel of land described in and conveyed by that certain Deed dated February, 1943 from Grace Cooke White, et al to Eula Seay now of record in Volume 88, at page 500 of the Deed Records of Burleson County, Texas; AND ALSO BEING THE SAME MINERAL INTEREST the subject of and set apart to Isora Cooke in and by that certain Stipulation of Interest by and between Isora Cooke, et al; dated January __, 1980 and now of record in Volume 35, at page 177 of the Oil & Gas Lease Records of Burleson County, Texas; (This mineral interest in this property includes the undivided mineral interest of Isora L. Cooke and her estate in the above described 38.001 acre tract); reference to each of which said instruments being hereby made for all pertinent purposes.

TRACT THREE:

A one-half (1/2) non-participating royalty interest in and to all that certain tract or parcel of land containing 108.007 acres of land, more or less, lying and being situated in the L. Abbott Survey (A-1) of Waller County, Texas; AND BEING THE SAME TRACT (and reserved non-participating royalty interest) described in that certain deed dated November 15, 1971 from Isora Cooke to Jimmy L. Hester now of record in Volume 230, at page 380 of the Deed Records of Waller County, Texas; reference to which said deed being hereby made for all pertinent purposes.

For the consideration and purposes set forth above, there is further and additionally hereby conveyed by the Estate of Isora Cooke, deceased, to Grantee all of Grantor's right, title and interest in and to all real property and real property interests (including, without limitation, all rights of reversion or reverter) owned by Isora L. Cooke, deceased, or her estate, regardless of where the same may be situated and regardless of whether or not the same is described or accurately or completely described above.

This conveyance is made by Grantor and accepted by Grantee as being subject to the following matters:

1. Any and all leases, restrictions, liens, reservations, exceptions, easements and other matters affecting title, if any, to the hereinabove described respective tracts or parcels of land which may be of record in the public records of the county in which said property is situated.


- 2. This conveyance is made and accepted as being subject to the express uses, restrictions, purposes and benefits provided in and by the Will (reference to the Will being hereby made and the same being incorporated herein by reference for all pertinent purposes); including, without limitation, to advance the educational mission of UT AUSTIN. Accordingly, and subject to the terms and provisions of the Will, if Grantee ever sells or exchanges the property conveyed hereby, or any portion thereof, the proceeds of any such sale or exchange shall not become a part of the Permanent University Fund, the Available University Fund or the general funds of the State of Texas.

TO HAVE AND TO HOLD the above described property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever.

The Estate of Isora Cooke hereby represents that all debts, obligations and taxes, if any, of the Estate of Isora Cooke known to the undersigned Executor have been paid or otherwise provided for. The Estate of Isora Cooke will pay all ad valorem taxes, penalties and interest on Tracts One, Two and Three described above hereby for the calendar year 1993 and prior years, and Grantee assumes and agrees to pay all ad valorem taxes (if any) which may be due on said property for the 1994 and subsequent years.

WITNESS MY HAND on this the 24th of February, 1994.

THE ESTATE OF ISORA COOKE, DECEASED

By: 
 WILLIAM H. BETTS, JR., Independent
 Executor of the Estate of Isora
 Cooke, Deceased

THE STATE OF TEXAS §
 COUNTY OF WASHINGTON §

Before me, the undersigned authority, on this day personally appeared WILLIAM H. BETTS, JR., Independent Executor of the Estate of Isora Cooke, Deceased, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same as such Independent

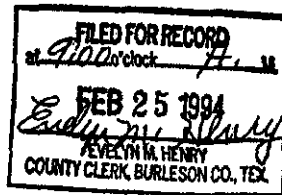
Executor of the Estate of Isora Cooke, Deceased, and for the purposes and consideration therein expressed, and as the duly authorized act and deed of said Estate.

WITNESS MY HAND and seal of office on this 24th day of February, A.D. 1994.

Laura Sparks
Notary Public within and for
The State of Texas

My Commission Expires: _____

[SEAL]



Grantee's Mailing Address:

c/o Ms. Jan Hopson
University of Texas
Endowment Real Estate Office
210 W. 6th Street
Austin, TX 78701

C:\WP50\Cooke.F\Exec.Ded

THE STATE OF TEXAS
COUNTY OF BURLESON

I, Evelyn M. Henry, Clerk of the County Court of said County, do hereby certify the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 25 day of February, 19 94, at 9:00 o'clock A. M. and duly recorded on 3 day of March, 19 94, in the Deed Record of said County, in Vol. 442 Page 523-526.

Witness my hand and official seal of the County Court of said County, at my office in Caldwell, Texas, the day and year above written.

Evelyn M. Henry
Evelyn M. Henry

THE STATE OF TEXAS
COUNTY OF WALLER

hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.



Elva D. Mathis
County Clerk, Waller County, Texas

941327

FILED FOR RECORD	AT 2:30 O'CLOCK P.M.
<i>Feb 4 1994</i>	
ELVA D. MATHIS	
COUNTY CLERK, WALLER COUNTY, TEXAS	
BY <i>Ray A. ...</i>	
DEPUTY	

9.00
2.00
11.00 pd

EHLERT, WEISLER & BETTS, P.C.
ATTORNEYS AT LAW
P.O. BOX 118
BRENNHAM, TEXAS 77834-0118

77 733

William H. Betts, Jr.
EHLERT, WEISLER & BETTS, P.C.
ATTORNEYS AT LAW
P.O. BOX 118
BRENNHAM, TEXAS 77834-0118

FILED FOR RECORD	at 2:30 O'clock P.M.
FEB 25 1994	
<i>William H. Betts, Jr.</i>	
COUNTY CLERK, WALLER COUNTY, TEXAS	

11.00 pd

APPRAISAL SERVICES AGREEMENT

This Appraisal Services Agreement (“Agreement”) is made and entered into effective as of _____, 20__, (the “Effective Date”), by and between The University of Texas - _____ (“UT”) an institution of higher education and agency of the State of Texas, and _____ with a principal place of business at _____, Texas and _____ (“Contractor”), taxpayer ID _____.

WHEREAS, UT requested and obtained from Contractor a proposal to appraise certain real property identified as _____ and located in _____, _____ County, Texas (the “Property”); and

WHEREAS, the Contractor represents that it has the experience, expertise, and appropriate skills to perform the appraisal services described herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

1. CONTRACTOR SERVICES

1.1 Contractor will provide a comprehensive appraisal of the Property, and will perform all services and provide all goods necessary to develop and deliver such appraisal (collectively, the “Work”). The appraisal will conform to the Real Estate Appraisal Guidelines of The University of Texas System (the “Guidelines”), a copy of which is attached hereto and incorporated herein by reference. The appraisal report produced by Contractor (the “Appraisal Report”) will be subject to review and approval by UT. The Appraisal Report will be used by UT to aid in decisions regarding the Property.

The appraisal(s) will be prepared by the following named person(s): _____ Contractor may not remove _____ from the project which is the subject of this Agreement without the prior written consent of UT.

The appraisal(s) will be completed by Contractor on or before _____, 20__. Upon approval by UT, Contractor will deliver to UT one hard copy original and one PDF of the final Appraisal Report.

1.2 UT and Contractor agree and acknowledge that UT is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing the Work. Contractor accepts the relationship of trust and confidence established between it and UT by this Agreement. Contractor covenants with UT to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of UT in accordance with UT’s requirements and procedures, in accordance with the highest standards of Contractor’s

profession or business and in compliance with all applicable national, federal, state and municipal, laws, regulations, codes, ordinances and orders and with those of any other body or authority having jurisdiction. Contractor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Work.

- 1.3 Contractor warrants, represents, covenants, and agrees to maintain a staff of properly trained, credentialed, and experienced personnel to ensure satisfactory performance of Contractor's obligations under this Agreement.

2. LICENSES, PERMITS, TAXES, FEES, LAWS AND REGULATIONS, INSURANCE

- 2.1 Contractor will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.
- 2.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 2.3 Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.
- 2.4 Contractor will obtain and maintain in force, at Contractor's sole expense, all insurance required by state or federal law, including but not limited to workers' compensation and unemployment insurance.

3. CONFIDENTIALITY AND PUBLIC INFORMATION

As a contractor for UT, Contractor will comply with the provisions regarding client confidentiality. Additionally, Contractor will not use, publish, or disclose to any third party any data, notes, information or records related to Contractor's performance of this Agreement or any data or information disclosed to Contractor that is identified by UT as confidential or proprietary data. In the event that Contractor is required to disclose any data, notes, records, or information that is subject to this **Section 3**, Contractor will notify UT prior to such disclosure in order that UT may take such action as may be available to prohibit the disclosure of the information.

UT strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* ("**TPIA**"), Chapter 552, *Texas Government Code*. In accordance with §§552.002 and 2252.907, *Texas Government Code*, and at no additional charge to UT, Contractor will make any information created or exchanged with UT pursuant to this

Agreement (provided it is not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UT that is accessible by the public.

4. COMPENSATION

UT will compensate Contractor for services as provided in this **Section 4**. The total compensation to Contractor will be \$ _____ (“Contract Amount”). The Contract Amount is all-inclusive and there will be no separate reimbursement to Contractor for expenses of traveling, copying, delivery, or any related activities. Payment for services performed will be processed within thirty (30) days of UT’s receipt of three originals and a PDF of the final Appraisal Report and an acceptable written invoice, subject to the requirements of Chapter 2252, *Texas Government Code*. Contractor is notified that UT, as an agency of the State of Texas, is exempt from the Texas Sales and Use Tax on goods and services in accordance with Section 151.309, *Texas Tax Code* and Title 34 *Texas Administrative Code* section 3.322.

Contractor recognizes that it is engaged as an independent contractor and acknowledges that UT will have no responsibility to provide insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, and that it will neither hold itself out as nor claim to be an officer, partner, joint venture, employee or agent of UT by reason of this Agreement.

5. TERMINATION

- 5.1. If either party is in default in the performance of any obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within ten (10) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (10) day period.
- 5.2. UT may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.
- 5.3. The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

6. INDEMNIFICATION

Contractor will save and hold harmless UT and UT’s officers and employees from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor’s employees; and for injury or death of any person or

damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

7. ASSIGNMENT

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

8. NOTICES

Any notices required or permitted to be given will be in writing and effective upon receipt and will be sent by certified mail, return receipt requested, postage pre-paid, addressed as follows:

If to Contractor: _____

If to UT: _____

or other person or address as may be given in writing by either party to the other in accordance with this Section.

If Contractor intends to deliver written notice to UT pursuant to Section 2251.054, *Texas Government Code*, then Contractor will also send that notice to UT at the above address.

9. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement supersedes all prior agreements, written or oral, between Contractor and UT and, together with the Guidelines, will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by in writing signed by UT and Contractor.

10. VENUE; GOVERNING LAW

Travis County, Texas will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and

all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

11. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor and has been duly authorized to act for and bind Contractor.

12. TAX CERTIFICATION

If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, (“Chapter 171”), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

13. ELIGIBILITY CERTIFICATION

Pursuant to Section 2155.004, *Texas Government Code*, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

14. TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION

Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

15. PAYMENT OF DEBTS OR DELINQUENCY TO THE STATE

Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

16. PRODUCTS AND MATERIALS PRODUCED IN TEXAS

Contractor covenants and agrees that as required by Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, the

Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

17. RECORDS

Records of Contractor's costs, reimbursable expenses pertaining to the Work and payments will be available to UT or its authorized representative during business hours and will be retained by Contractor for four (4) years after final Payment or abandonment of the Work, unless UT otherwise instructs Contractor in writing.

18. LOSS OF FUNDING

Performance by UT under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System ("Board"). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then UT will issue written notice to Contractor and UT may terminate this Agreement without further duty or obligation hereunder other than to pay Contractor for all work performed to the date of termination. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond UT's control.

19. BREACH OF CONTRACT CLAIMS

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by UT and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of UT will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor; (ii) neither the issuance of this Contract by UT nor any other conduct, action or inaction of any representative of UT relating to this Contract constitutes or is intended to constitute a waiver of UT's or the state's sovereign immunity to suit; and (iii) UT has not waived its right to seek redress in the courts.

20. STATE AUDITOR'S OFFICE

Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c) *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including, without limitation, providing all records requested.

21. CONTRACTOR CERTIFICATIONS

- 21.1 Pursuant to Chapter 2270, *Texas Government Code*, Contractor certifies that Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
- 21.2 Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

22. ETHICS MATTERS; NO FINANCIAL INTEREST

Contractor and its employees, agents, representatives and subcontractors have read and understand UT's Conflicts of Interest Policy available at **[Note: Insert UT institution's web page where Policy is posted.] [Option (Include for UT System only.):** <http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside->], UT's Standards of Conduct Guide available at **[Note: Insert UT institutions's web page where Guide is posted.] [Option (Include for UT System only.):** <https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide>], and applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/systemwide-compliance/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause UT employees to violate UT's Conflicts of Interest Policy, UT's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

23. LIMITATIONS ON STATE AGENCIES

THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ("LIMITATIONS") ON THE AUTHORITY OF UT (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON UT'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON UT EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, UT and Contractor have executed and delivered this Agreement as of the date first above written.

THE UNIVERSITY OF TEXAS - _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments: Real Estate Appraisal Guidelines of The University of Texas System

REAL ESTATE APPRAISAL GUIDELINES
THE UNIVERSITY OF TEXAS SYSTEM

USE AND ACCEPTANCE OF GUIDELINES

The following Real Estate Appraisal Guidelines (“Guidelines”) are a supplement and attachment to that certain Appraisal Services Agreement dated _____, 20__ (the “Agreement”) between The University of Texas - _____ (the “UT”) and the undersigned firm (“Contractor”). These Guidelines will be used as a checklist and guide when preparing appraisal reports for the University.

These Guidelines, together with the specific provisions of the Agreement, are the basis upon which any appraisal will be reviewed and, if satisfactory, approved by University. All capitalized terms used in these Guidelines, except as otherwise specified herein, will have the same meaning designated in the Agreement. In the event of a conflict between the specific written provisions in the Agreement and these Guidelines, the specific written provisions in the Agreement will control.

The Contractor’s signature below indicates that Contractor has read, understands and agrees to comply with the Guidelines.

APPRAISAL REPORT FORMAT AND PROCESS. Each submitted Appraisal Report must adhere to the following process and format:

Letter of Transmittal

The letter of transmittal should include the following:

- A statement identifying the type of appraisal report submitted
- Property identification
- Purpose of the appraisal and intended use
- Effective date of value or range of value
- Extraordinary assumptions and limiting conditions
- Opinion of the estimated value
- A statement certifying that the appraisal was completed in conformity with the most current version of the Uniform Standards of Professional Appraisal Practice (“USPAP”), the Code of Ethics of the Appraisal Institute and the Financial Institutions Reform, Recovery and Enforcement Act (“FIRREA”)

Introduction

The Appraisal Report should include the following, at a minimum:

- Table of Contents
- Certification

- Summary of Pertinent Facts and Values
- Certification of the Qualifications of Appraiser(s)
Letter of Authorization Stating the Requested Work or a Copy of this Agreement

Conflict of Interest

The Certification must include a statement indicating that the appraiser has no direct or indirect interest in the Property, financial or otherwise.

Premises of the Appraisal Report

Scope of Work and Report Format

The Appraisal Report must describe in a separate paragraph and in a prominent section of the Report, the problem to be solved, the appraiser's determination of the work necessary to develop credible assignment results, and the scope of work. The three approaches to value should be used in each appraisal unless an approach is not applicable and not typically used in developing the value opinion, in which event the report must indicate any approach not used and explain why.

UT must be permitted, in its discretion, to share the report with third parties. The appraisal report may be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552) or under other statutory provisions. UT strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of appraisal reports and information.

Definition of Market Value

Only one Market Value definition is acceptable. This definition is found in the FIRREA regulations, in *The Appraisal of Real Estate 12th Edition* and is compatible with the definition of market value cited in the current edition of *The Dictionary of Real Estate Appraisal*. The term "Market Value" should be defined in the Contractor's report as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

On rare occasions this definition may not apply to an appraisal assignment. Whenever the appraiser determines that it is necessary to define Market Value in a different fashion, or if the assignment is to appraise the subject property for a different value, the appraiser is required to inform the U.T. System Real Estate Office (“REO”) before completing the report and must arrive at a definition that is acceptable to REO.

Property Rights Appraised

The Appraisal Report is required to identify the real estate and the specific realty interest being appraised, i.e., fee simple, leased fee, leasehold.

- Fee Simple – Typically owner occupied – no leases. A capitalized value of market rent will typically reflect fee simple value in the income capitalization approach.
- Leased Fee – Lessor’s/owner’s interest in leased property. Whenever a property is encumbered by any type of lease or leases, the appraisal must indicate the leased fee value of the property.
- Leasehold – Tenant’s interest subject to the terms and conditions of a lease. This value may be positive or negative and is determined by comparing the contract rental rate to the market rate.

Whenever a Property is encumbered with a lease or leases, both the Leased Fee and Leasehold Values must be identified, together with an explanation of and adjustments for either a negative or positive Leasehold Value.

Assumptions & Limiting Conditions

Contractor will identify and explain all Assumptions and limiting conditions in the Appraisal Report. Some properties, especially proposed developments or some requests for a particular type of valuation, may require an expansion of the assumptions. However, the assumptions and limiting conditions in the Appraisal Report must not be so broad that they invalidate or render the estimated value as meaningless. However, the Appraisal Report must mention any extraordinary assumptions or hypothetical conditions. The appraiser is required to inform the U. T. System Real Estate Office before completing the report and must arrive at a list of extraordinary assumptions or hypothetical conditions that is acceptable to the U. T. System Real Estate Office.

Scope of the Appraisal

The appraiser should clearly state the correct function of the appraisal and describe the scope of the appraisal assignment. There are seven key assignment elements that must be used in making the scope of work decision. They are: intended use, intended user, type and definition of value, subject property, relevant property characteristics, effective date, and assignment conditions. The first three elements are the dominant concepts. Intended use and users provide the appraiser with an objective basis for deciding how much information and analysis to include in the development and reporting processes. The definition of value provides the basis for determining what kind of information and analysis to include in these processes. The intended use and definition of value are both used to determine relevant characteristics. When any of the above-listed information is absent, the appraiser will confirm with the U. T. System Real Estate Office.

In addition, the appraiser must be able to explain to intended users or the appraiser's peers, the reason for excluding any information or procedure that would appear to be relevant.

Appropriate Date of Value

The Appraisal Report must state the date of value, which may be different from the date on the letter of transmittal; typically, the "as is" value, subject to all current market, environmental and property conditions, is shown. For "to be built" construction purposes, the critical effective date of valuation is "As of" (a) construction completion, and/or (b) stabilized operations, that is, fully leased to stabilized occupancy and all tenants paying rent. (FIRREA also requires an "as is" value in either event.) Either projected date of the prospective value should be stated in the appraisal.

Property History

The Appraisal Report must consider and analyze any recent purchase price (if within the last 3 years for commercial properties and 1 year for one to four-family residential), any pending sale price (if under contract for purchase) or any offering or option price. If such information is unobtainable, the Appraisal Report must explain the efforts undertaken to obtain the information.

Presentation of General Data

The Appraisal Report must include the following:

- Common Property Address: With the exception of large vacant tracts of land, all properties should be referenced by street address or other reference to governmentally established streets and roads.
- Legal Description: Every Appraisal Report must include a legal description of the property and the source of the legal description.
- Any information concerning deed restrictions and covenants or other conditions of title limiting the development, redevelopment or continued use of the property. If none or not available, then that must be explained.
- Relevant regional, city (geographic, legal, social and economic factors) and neighborhood data (boundaries, trend, and linkages)
- A discussion of adjacent land uses and development trends
- Real estate tax information

The Appraisal Report must include current assessment and tax information including general and special assessments and tax abatements from the local assessor's office.

Site Data

The Appraisal Report must include the following:

- Description of size and shape of the site;

- Topographical features;
- Drainage and floodplain conditions;
- Soil and subsoil conditions;
- Description of ingress and egress;
- Availability of utilities;
- Relationship to surrounding properties;
- Nuisances and hazards;
- Off-site improvements;
- Functional adequacy of site;
- Zoning: The Appraisal Report must comment on any factors that render the subject Property in non-compliance with zoning regulations: e.g., the number of parking spaces or loading berths. A statement also should be included as to whether the noncompliance has an impact on value.

Improvement Data

The Appraisal Report should include the following:

- Physical description of improvements;
- Adequate photos of improvements;
- Floorplan layout;
- Construction details, including the quality of construction;
- Age and condition of improvements;
- Description of equipment and fixtures;
- Analysis of current use;
- Discussion of deferred maintenance;
- Discussion of functional utility;
- Discussion describing the subject property's relationship to the surrounding area;
- Description of the site improvements.

Market/ Absorption Study

The market absorption, the supply and demand trends in a competitive situation, has an impact upon the Property being appraised. A market study may be critical to optimizing the highest and best use of the Property as presented in the Appraisal Report. Consequently, a supplemental market study should be included and referenced in the Appraisal Report, if appropriate.

Highest & Best Use

The highest and best use section of the Appraisal Report should include:

- Definition, components and statement of highest and best use as if vacant and as improved
- Discussion of physical characteristics

- Development of the four tests (physically possible, legally permissible, financially feasible, and maximally productive)
- Full discussion, analysis, and reconciliation of all potential uses
- Discussion of marketability (supply-demand, competition, market trends, absorption/occupancy levels), whenever applicable

The highest and best use of the Property must include its use “As Vacant” and “As Improved.”

The Appraisal Report must take into consideration the principle of “Consistent Use,” if the Highest and Best Use section of the Report shows the existing use as an interim use.

Cost Approach

- Land value data – at least three verified and recent comparable sales with appropriate adjustments when compared to the subject. The appropriate adjustments must be explained. A map showing the relationship of the comparable sales to the subject Property is required. Comparable sales should not be part of an assemblage or acquisitions by an authority that has the right of eminent domain.
- Source of construction cost data.
- Explanation of factors considered in developing an estimate of accrued depreciation.
- The value concluded by this approach must be properly identified as one of the following: As Is, As Completed or As Stabilized.

Sales Comparison Approach

- At least three verified and recent comparable sales must be analyzed. A map showing the relationship of the comparable sales to the subject Property is required. Photos of the sales are required. Comparable sales should not be part of an assemblage.
- A sales summary table and appropriate adjustments when compared to the subject Property with comparative analysis are required. The appropriate adjustments must be explained. When applicable, the sales must be adjusted for special financing to reflect “a cash equivalent” basis (as required by the Market Value definition).
- The value concluded by this approach must be properly identified as one of the following: As Is, As Completed or As Stabilized.

Income Capitalization Approach

- Current comparable market rental data and projected growth rates, with analysis, are required in order to support the estimate of the subject Property’s present and prospective market rent. The estimate of market rent is expected even if, and especially if, the subject is under lease. Photos of comparable rental properties are required.
- Current contract rent must be used in any leased fee valuation. This requirement will satisfy the “As Is” directive of the FIRREA regulations.
- An estimate of vacancy and collection loss applicable to the subject Property is required (supported by market data whenever possible).

- Use of actual operating income/expense data for the subject Property is strongly recommended. Projected expenses must be justified. If an operating statement is “Stabilized” then Contractor will comment on the justification for stabilization. Expenses may be stabilized to reflect market conditions for prospective projections but any changes from actual expenses must be fully explained.
- Capitalization and discount rates should be discussed and justified.
- A direct capitalization technique may be used for any single tenant building with a lengthy lease or a building with stabilized income/expenses.
- A discounted cash flow technique is required for any leased Property that has or is projected to have an uneven income or expenses. This includes any proposed new property, renovated properties, or properties that require extensive future capital expenditures.
- The value concluded by this approach must be properly identified as one of the following: As Is, As Completed or As Stabilized.
- A test of reasonableness may include the debt coverage technique or a gross income multiplier analysis.

Reconciliation

The Appraisal Report should emphasize which approach best typifies the purchaser’s motives and decision-making criteria. The Report should also reconcile the quality and quantity of available data utilized within each approach and should reference a reasonable exposure time.

Exposure Time

An exposure time estimate and how it relates to the final value is required and should be included in the Final Value Reconciliation. Marketing time is not required but is recommended for each Appraisal Report.

MISCELLANEOUS REQUIREMENTS FOR APPRAISAL REPORT

- The overall support and reasoning for key assumptions must be well documented.
- The appraiser’s certification section must be similar in content with SR 2-3.
- If personal property, trade fixtures, intangibles or other items that are not real property represent a significant part of the overall value, those items must be identified and valued separately.
- Appraisal Report must prominently identify any apparent or known environmental contamination that has come to the appraiser’s attention.
- The appraiser must include his/her Texas State license/certification number and date of expiration under the signature.
- All pages of the Appraisal Report should be numbered.