

OFFER TO PURCHASE CITY OWNED PROPERTY

Date: _____

To: City Council of Waco, Texas

Please accept my offer to purchase the following described property for the stated amount below.

Address: _____

Legal Description: _____

Lot Size: Frontage:_____ Depth:_____

Zoning: _____

MCAD Value: _____

Court Cost: _____

Purchase Amount: _____

Background information: This property is being purchased for general ownership purposes. I understand that in accordance with the Policy for the Sale of Tax-Foreclosed Property. The purchase price is to be the lesser of 40% of the current year MCAD Value, adjudged or court costs as stated above. I have been advised to contact the Planning Department at 1-254-750-5650 to insure that any use of this property I determine in the future will be in compliance with the city rules and ordinances. All sales are final. There are no refunds, unless a taxing entity does not approve sale.

Please make the deed in the name of _____ and mail it to:

Name: _____

Address: _____

City and State: _____

Telephone Number: _____

SIGNED _____

Signature

DATE _____

Finance: Payment to be applied to Acct: : **1000-485100**

Disclaimers and Conditions of Sale Agreement

Date: _____

I/We, _____, the buyer(s) of the property located at _____ do hereby agree and accept that this transaction is contingent upon the following terms and conditions:

Disclaimers

- a. the property is being sold on an "AS IS" basis;
- b. the property is being sold subject to the possibility of an existing "prior owner's right of redemption";
- c. the City of Waco makes no warranty concerning zoning or suitability of the property for any specific purpose or use;
- d. it is my sole responsibility as the buyer to examine all applicable building codes and ordinances to determine if the property in question can be used for my intended purpose;
- e. if the property being purchased includes a structure and the condition of that structure is in violation of any construction and building codes, all violations and deficiencies must be repaired/renovated in strict adherence with the procedures and timelines specified in the related Code Inspection Condition Report. **No work can begin until the property has been legally conveyed to the Buyer.**
- f. Offers to Purchase property will not be accepted from any Disqualified Buyer. A Disqualified Buyer is anyone that:
 1. is delinquent on any tax account for City of Waco, a school district located in the city limits of Waco, McLennan County College, or McLennan County;
 2. owes past due amounts owed to the city for mowing, water bills, library fines, hotel sales tax, abatement of other nuisances by the city for demolition of substandard structures; or
 3. has received a notice of violation or a citation regarding any building in the City or inspection code and/or ordinance from the City of Waco and such notice or violation has not been resolved;
 4. City of Waco employees or their immediate family.

Conditions

- a. the buyer must, at all times, maintain the property at or above all City Code Standards;
- b. in the event, at any time, the buyer elects to build a structure on the purchased property, the buyer acknowledges that such structure must be compatible with the neighborhood character and style of other structures located in the same block and must be formally approved in advance by the related City of Waco inspections and/or plan review departments in accordance with city ordinances.

I have been advised that this sale is subject to approval by the City Council. The average period of time for a Tax Resale deed to be completely executed and mailed is four months after the City Council's approval has been granted.

Agreed and Accepted:

SIGNED _____ DATE _____

Signature

**WAIVER of LIABILITY and
TOTAL INDEMNIFICATION AGREEMENT**

I/We, _____, do hereby agree and accept complete responsibility for any and all accident(s) and/or injuries including death, which may occur while I am on any and all property owned or held in trust by the City of Waco.

In addition, I hereby hold harmless, the City of Waco, its agent(s), assign(s) and employee(s) from responsibility of any kind for said accident(s) and/or injuries including death.

I am fully aware of the potential for various types of hazards to exist whether in or around structures or on vacant land.

I hereby also accept complete responsibility and liability for all accident(s) and/or injuries including death, which may occur to any individual(s) who come onto the property(ies) as invited or allowed by me. Such persons include, but are not limited to relatives, associates, contractors, employees and any others.

By affixing my signature below, I am exercising my Waiver of Liability and Total Indemnification for the benefit and protection of the City of Waco and all other parties specified above.

Accepted and Agreed:

SIGNED _____

Signature

DATE _____