

# 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 \_\_\_\_\_, Block \_\_\_\_\_, Addition \_\_\_\_\_  
**Lot Size:** \_\_\_\_\_  
**Zoning:** \_\_\_\_\_  
**MCAD Value:** \$ \_\_\_\_\_  
**Court Cost:** \$ \_\_\_\_\_  
**Purchase Amount:** \$ \_\_\_\_\_

**Background information:** This EXEMPT property is being purchased for general ownership purposes. I understand that in accordance with the Sale of City Owned Property Policy the purchase price is to be the greater of 25% of the current year MCAD Value or Court Costs as stated above. All sales are final. There are no refunds, unless a taxing entity does not approve sale.

I understand that this property is EXEMPT because it is not independently developable due to the following:

- \_\_\_\_\_ Unbuildable due to the size of lot.
- \_\_\_\_\_ Extension of utility lines either water or sewer are required.
- \_\_\_\_\_ Other \_\_\_\_\_.

I have been advised to contact the Planning Department at (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.

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_, ZIP: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

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

**Return to 401 Franklin Avenue or email to [Kendraa@wacotx.gov](mailto:Kendraa@wacotx.gov)**

# Disclaimers & Conditions of Sale Agreement

Date: \_\_\_\_\_

I \_\_\_\_\_, the buyer 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" (Not applicable to this property.);
- 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 with:
  1. a delinquent tax account for City, School District, Community College or County Taxing Entities;
  2. past due amounts owed to the city for mowing, water bills, library fines, hotel sales tax, abatement of other nuisances by the city or demolition of
  3. Sub-standard structures; or
  4. in current violation of any city code and/or ordinance related to real estate.

## Conditions

- a. the buyer must, at all times, maintain the property at or above all City Code Standards;
- b. the buyer may not sell this property in an unimproved condition within 12 months of the deed recording date of this transaction; however, the property may be sold if the buyer has constructed or renovated a single family dwelling on the property and is selling it to a third party. Failure of the buyer to fully comply may, at the city's sole discretion, result in additional compensation to be paid by buyer to the city equal to 50% of the initial purchase price and any profit realized from the prohibited re-sale shall be paid to the city as a penalty for breach of terms and conditions of the initial sale;
- c. 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, McLennan County and WISD. The average period of time for a Tax Resale deed to be completely executed and mailed is six months after the City Council's approval has been granted.

## Agreed and Accepted:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

**WAIVER of LIABILITY and  
TOTAL INDEMNIFICATION AGREEMENT**

I \_\_\_\_\_, 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:**

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

Date

