INSTRUCTIONS FOR
OFFER AND PURCHASE AGREEMENT

YOU MUST SUBMIT A COMPLETE OFFER OR IT MAY BE DISQUALIFIED

1. Do not enter vacant structures without the express consent of Dallas County Public Works Department.

2. Read Carefully the entire Offer and Purchase Agreement before signing

3. Attach the required deposit (Cashier's Check/Money Order) to the Offer Agreement.

   Note: Personal Checks or Cash will not be accepted.

4. Complete <u>all</u> the following (Offer Package):

   a. Sign the Offer and Purchase Agreement

   b. Sign Exhibit A—No Title-Policy Statement

   c. Sign Exhibit B—No Conflict of Interest Statement

   d. Sign and Notarize Exhibit C—Affidavit

5. The Dallas County Commissioners Court reserves the right to accept or reject any and all offers for any or no reason, to waive all irregularities, nonconformities, and technicalities and there are no implied guarantees to negotiate or sell the properties. All offers are subject to the approval of each taxing unit entitled to receive proceeds of the sale under the judgment.

6. ALL SALES ARE SUBJECT TO AND CONDITIONED UPON APPROVAL BY THE DALLAS COUNTY COMMISSIONERS COURT AND EACH TAXING UNIT ENTITLED TO RECEIVE PROCEEDS OF THE SALE UNDER THE JUDGMENT.

ADDITIONAL INFORMATION:

If you have any interest in submitting an offer, following are a few typical sources of information that may be helpful in your investigation and research:

1. Dallas Central Appraisal District: www.dallascad.org
   Gives details of Property by Owner, Account or Address under "Search Appraisals".

2. Dallas County: www.dallascounty.org

   a. County Clerk, ROAM Official Public Records Search
      (http://www.dallascounty.org/department/countyclerk/roam.php)

   b. Tax Office- Property Tax Lookup
      (http://www.dallascounty.org/applications/english/proptaxapp/taxintro.php)

   c. Public Works Department- Property Division- Tax Foreclosure Resales
      (http:www.dallascounty.org/department/pubworks/property-division.php)

Information regarding the tax case files, i.e., the Judgment, Order of Sale, Citations, etc., can be found in the District Clerk's Office, Records Department at the George L. Allen Sr. Courthouse, located at 600 Commerce Street, Dallas, Texas.

COUNTY OF DALLAS
OFFER AND PURCHASE AGREEMENT

The following is the County's offer and purchase agreement:

To: Director of Public Works
County of Dallas
411 Elm Street, 4th Floor
Dallas, Texas 75202-3389

I, _____, hereafter called "purchaser," hereby submit this offer for the purchase of the following described property:

Address: _____

Legal Description: _____
(Lot, Block, Addition and/or Abstract No.)

Purchase Amount: _____

Deposit Amount: _____

The purchaser understands and agrees that on all offers of $15,000.00 or less, the purchaser is required to include a deposit in the form of a cashier's check or money order payable to the County of Dallas in the amount of $1,500.00 or the purchase amount, whichever is less. For offer amounts greater than $15,000.00, the purchaser must submit a deposit in the form of a cashier's check or money order payable to the County of Dallas for ten percent (10%) of the purchase price. Cash money will not be accepted. The offer shall remain in effect for 120 days after the date of submission, unless such time period is extended by written agreement of both parties.

CONDITIONS OF OFFER AND ACCEPTANCE
READ CAREFULLY

(1) The land and/or improvements described above shall hereinafter be referred to as "the property."

(2) The purchaser understands that Dallas County, hereafter interchangeably referred to as "seller" acquired the property through a tax foreclosure proceeding.

(3) The purchaser understands and agrees that immediately upon acceptance of this offer by seller, this offer becomes a binding and enforceable contract upon the purchaser, his heirs, assigns, successors in interest, executors and administrators, provided that such acceptance occurs before seller receives any written notice of revocation signed by purchaser and sent to the seller by certified or registered mail.

(4) Acceptance by Dallas County shall occur immediately upon the Dallas County Commissioners Court issuing an order accepting purchaser's offer, and shall be conditioned on all other taxing units having given their approval to the sale prior to seller's acceptance, if necessary.

(5) Purchaser contracts and agrees that it is his sole obligation to make all inspections deemed necessary by purchaser prior to the submission of this offer. Such inspections shall include, but not be limited to, all matters of title, zoning, building codes, ordinances, deed restrictions, easements, rights-of-way, encroachments, conditions and reservations, mineral reservations, judgments, code enforcement liens, demolition liens, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projection, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the property including, without limitations, (a) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the property; (b) the manner or quality of the construction or materials incorporated into any of the property; and (c) the type, manner and quality of the land, soil condition, hazardous or other governmental regulated materials in or upon the land, buildings, structures and the state of repair, or lack of repair, of the property.

(6) Purchaser contracts and agrees that with respect to the property, the purchaser has not relied upon and will not rely upon, either directly or indirectly, any oral contracts, representations or warranties of seller, or any agent or affiliate of seller, if any, and that no such contract, representations or warranties have been made. Purchaser represents and warrants that purchaser is a knowledgeable purchaser of real property and is relying solely on purchaser's own expertise and that of his consultants and that purchaser has conducted such inspections and investigations of the property as purchaser deems necessary including, but not limited to, the physical and environmental conditions thereof. Purchaser contracts and represents that he shall rely solely upon what he, through his own investigations, tests and research has learned.

(7) At the closing, purchaser assumes all risks that adverse matters may not have been revealed by the purchaser's inspections and investigations. Purchaser acknowledges and agrees that the property is sold and conveyed by the County and accepted by the purchaser, "**as is and with all faults**."

(8) **Purchaser has read and fully understands §§ 33.52 and 34.01 (ℓ) of the Tax Code. Purchaser further understands that any offer submitted to seller is made subject to post judgment taxes, penalties and interest, except if sold pursuant to §34.05(j). Purchaser further understands that he is responsible for the payment of said post judgment taxes, if any, and for the pro rata (current year) property taxes from the date of closing through all future years so long as purchaser owns the property.**

(9) Purchaser further understands and acknowledges that Dallas County acquired the property via a tax foreclosure proceeding and that he is familiar with tax foreclosure proceedings and/or has consulted with an attorney regarding the legal issues that are involved in this type of real estate transaction, including the subsequent resale to him and of the risks and limitations of such sales.

(10) Purchaser agrees to accept a Quitclaim Deed to the property. Purchaser understands that there are no warranties or guarantees associated with a Quitclaim Deed and that such deed conveys only what interest the seller has acquired in the property, if any. Purchaser understands and agrees that the Quitclaim Deed will contain an acknowledgment that the property is subject to the prior owner's right of redemption, if any. Purchaser further acknowledges that said Quitclaim Deed might also contain restrictions and/or reverter provisions required by federal and/or state law.

(11) Purchaser understands and agrees that he is solely responsible and obligated for any and all outstanding liens, pending or subsequent code enforcement actions, current and subsequent notices of nuisance or hazardous or regulated material abatement or any mitigation and of all repair or demolition orders, if any, and expressly assumes immediate responsibility therefore.

(12) Purchaser understands, contracts and agrees that the seller shall have no responsibility for or liability arising from the accuracy of any matter, fact or thing relating to the property. Seller is not obligated and will not provide or pay for a survey, plat, phase one environmental study or other related documents.

(13) Within thirty (30) days after acceptance of the offer by the Dallas County Commissioners Court, purchaser shall close on the property by paying the balance of the purchase price to the County by certified funds, preferably in the form of cashier's check or money order, unless such time period is extended by written agreement. Extensions of time, if granted, may not exceed thirty (30) days. If County agrees to an extension of time, for each extension so granted, purchaser shall be required to submit an additional deposit of five percent (5%) of the purchase price, which shall be payable before the expiration of the current contract term. Purchaser understands and agrees that if the purchaser is unable or refuses to timely close on the property and accept a Quitclaim Deed for any reason whatsoever, except through fault of Dallas County, purchaser shall be deemed to have breached the contract by default, in which case Dallas County, at

its sole discretion, may determine the contract terminated, and **purchaser's ENTIRE deposit shall be forfeited to Dallas County for administrative costs.**

(14) Purchaser hereby represents to seller that in executing this agreement he either has at his immediate disposal or immediate access sufficient funds to pay the balance of the offer amount/purchase price in a timely manner.

(15) Purchaser understands and acknowledges that Dallas County will not provide a title policy and purchaser agrees to sign a No Title-Policy Statement, which is attached hereto as Exhibit A. Purchaser acknowledges that he may, prior to closing, purchase a title policy at his sole cost and expense, however failure to obtain such a policy shall not inure to the detriment of Dallas County.

(16) The purchaser understands and acknowledges that Dallas County requires all prospective purchasers to sign a No Conflict of Interest Statement, a copy of which is attached hereto as Exhibit B.

(17) Purchaser does hereby release any and all rights, claims and causes of action at law or in equity, that he may now have or may acquire in the future against the seller, its officers, agents, and employees, in connection with this offer and the subsequent sale to him, if any.

(18) Purchaser agrees to indemnify and hold harmless Dallas County, its County Commissioners, County Judge, Elected Officials, director, employees, agent and consultants from any and all claims, demands, actions, suits, losses, damages, liabilities, costs and/or every expense of every kind and nature (including, but not limited to court cost, litigation expense and attorneys fees), or causes of action arising out of or in any way related (whether directly or indirectly, causally or otherwise) from any misrepresentations, failures of disclosure, errors, any acts or omission negligent, intentional, wrongful acts or failure to act by the County, arising from or pertaining to, directly or indirectly, this offer, acceptance, sale, and the subsequent closing of this transaction.

(19) By submitting this offer, Purchaser hereby immediately, unconditionally, fully and completely releases any rights, claims, actions and causes of action he may now have or may acquire in the future, against Dallas County, the county sheriff's department, the county sheriff in her individual capacity, and all taxing units who have an interest in this property for failure to properly advertise or conduct the tax foreclosure sale on this property wherein the county became the owner of the property through the sheriff's deed to the county, including the subsequent sale to the purchaser. Purchaser has been advised to, and expressly assumes the responsibility for, checking the appropriate records concerning the tax foreclosure sale before submitting this offer.

(20) Upon purchaser's death or mental incapacity, occurring before the closing, this agreement shall become null, void and unenforceable, and Dallas County shall

have no further obligation to the purchaser, his estate, or his legal representatives, heirs, executors or administrators. Purchaser hereby waives and releases to Dallas County any rights, claims, or causes of action he may have to an award of damages or a conveyance of the property, in the event of his death or mental incapacity.

(21) Purchaser represents and states that he is not purchasing this property on behalf of the immediate and previous foreclosed owner. Purchaser further represents and certifies that he, the individuals or entities submitting the offer to purchase the property, their spouses and any individual, their spouse or entity with a shared controlling interest, have no outstanding county judgments, no tax delinquencies owed to any of the taxing units party to the tax judgments affected herein, no unpaid liens or fees owed to the county, have not defaulted on a county contract within the past twelve months, and that he has executed and notarized the appropriate affidavit to that effect which is attached hereto as Exhibit C.

(22) Any notice or communication required or permitted hereunder shall be in writing and delivered by personal delivery, email or first class mail, postage prepaid, addressed to the intended recipient at the address shown below. Any address changes shall be effective only by receipt of a written notice sent to all parties to this contract by certified mail.

(23) Purchaser states that he is aware that the property may have been declared a public nuisance and/or a public health, safety and fire hazard. Purchaser agrees that it is his sole responsibility to verify the condition and status of the property and states that before signing this offer and purchase agreement he personally contacted, or caused his agents or employees to contact, the city, city/county fire marshal and the health department within whose jurisdiction this property is situated and has been made aware of any citations, restrictions, public nuisances, health, safety and fire hazards that may exist on this property. The purchaser understands and agrees that any such nuisances, health, safety and fire hazards, if any, shall be purchaser's sole responsibility, obligation and expense to immediately abate. Purchaser hereby releases, indemnifies, holds harmless and shall defend the seller from any and all claims, demands and causes of action, litigation expenses, attorney's fees, liabilities, warranties and guarantees associated with or arising out of the seller's conveyance of this property to purchaser and the property's status or condition and whether or not such claims, demands and causes of action arise from the negligence, intentional tort, warranties or guarantees of the seller, its officers, agents or employees, or from the purchaser, or any third party, their officers, agents and employees.

(24) Purchaser agrees that if the property is to be conveyed to any name other than that of the person or entity making this offer, this fact must be set out at the time of the offer and contained in the offer. Conveyance of the property shall be made and accepted subject to any interest not acquired by said sheriff’s deed; any and all easements, rights-of-way, and prescriptive rights, whether of record or not,

including but not limited to those in favor of seller, all presently recorded instruments that affect the property, and subsequent taxes and assessments for prior years, due to changes in land usage, ownership, or both, the payment of which purchaser assumes restrictions, reservations, title exceptions, and other instruments of record adversely affecting the property either directly or indirectly.

(25) Seller shall have the absolute right to accept or reject this offer and all other offers on this property at any time for any or no reason whatsoever, and there are no implied guarantees to negotiate or sell the properties at all. Seller reserves the right to withdraw this property from any sale prior to closing.

(26) The purchaser understands and agrees that this contract and all the terms and conditions therein shall survive the closing of the property and shall not merge into it.

(27) All sales are subject to and conditioned upon approval by the Dallas County Commissioners Court, and if applicable each taxing unit that is entitled to receive proceeds from this sale, which taxing units might be as follows: _____

_____.

Purchaser's Signature: _____

Print Name: _____

Date: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

Please print exactly the name(s) as they should appear on the deed if different in any way from the above:

_____

All offers must be signed by hand.

EXHIBIT A

NO TITLE-POLICY STATEMENT

I/we _____

_____ agree to the following:

I/we fully understand and acknowledge that a title policy is not being issued by any title company, nor has one been requested, and a title company has made no new title search regarding the property to this transaction, to wit:

I/we acknowledge that a title company has made no representations as to the title of the above referenced property, and I/we fully agree that I/we will hold harmless and indemnify the County of Dallas from any defects in title of the above referenced property.

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
Date: _____	Date: _____

EXHIBIT B

NO CONFLICT OF INTEREST STATEMENT

I/we _____

_____ agree to the following:

1. Neither I, nor my spouse, are a County of Dallas officer, employee, or Commissioners Court appointee to any board or commission.

2. If offer is submitted on behalf of another person, partnership, corporation or other business entity, I/we swear and affirm that said other person, partnership, corporation or other business entity shall not have financial interest, direct or indirect, with a Dallas County official, employee, or a commissioners court appointee.

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
Date: _____	Date: _____

EXHIBIT C

AFFIDAVIT

THE STATE OF TEXAS)
KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, personally appeared _____

_____

who being duly sworn according to law, upon oath deposed as follows:

THAT I, _____, individually and/or as an authorized representative of the entity submitting an offer for the property ("Purchaser"), represent and certify to the County of Dallas that Purchaser is not buying this property on behalf of the foreclosed owner. Purchaser further represents and certifies that Purchaser, the individuals or entities submitting the offer to purchase the property, their spouses and any individual, their spouse or entity with a shared controlling interest, have no outstanding judgments, tax delinquencies, unpaid liens or fees owed to the County of Dallas, and have not defaulted on a County contract within the past twelve months.

_____
Signature

SUBSCRIBED AND SWORN TO BEFORE ME, on the _____ day of

_____, to certify which witness my hand and official seal.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
Print or Type Name)