

4. Acceptance by Seller shall occur immediately upon the Dallas County Commissioners Court issuing an order accepting Purchaser's offer, whether or not Purchaser had knowledge of the acceptance and whether or not any other taxing units have given their approval to the sale prior to Seller's acceptance.
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, (1) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property; (2) the manner or quality of the construction or materials incorporated into any of the Property; and (3) 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, 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 Purchaser's 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 does and shall assume all risks that adverse matters, including but not limited to, adverse physical and environmental conditions or ownership and title issues may not have been revealed by Purchaser's inspections and investigations. Purchaser acknowledges and agrees that the Property is sold and conveyed by Seller and accepted by Purchaser, **"as is, where is, and with all faults"**.
8. Purchaser understands that he is responsible 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 agrees that Seller acquired the Property by a tax foreclosure sale and that he is familiar with the legal issues that are involved in that type of real estate sale including the subsequent resale to him and of the risks and limitations of such sales. Purchaser represents that he is equally as knowledgeable as the Seller is in these matters.
10. a. 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 Seller has acquired in the Property, if any. Purchaser understands and agrees that the Quitclaim Deed(s) to these properties will contain an acknowledgment that the PROPERTY IS SUBJECT TO THE PRIOR OWNERS' RIGHT OF REDEMPTION, if any. A sample copy of the Quitclaim Deed is attached hereto as **Exhibit "A"**.

- b. Purchaser agrees to accept a Modified Quitclaim Deed to the Property, if the School District's consent, required under Section 34.05(i) of the Tax Code, is conditioned on Dallas County, as Trustee, complying with the procedures and restrictive covenants required by United States vs. State of Texas, Civil Order No. 5281 (E.D. Tex., August 9 and 15, 1973), or the September 10, 1990 Order, said restrictive covenants either as a: (1) reverter, or (2) deed restriction, is attached hereto as **Exhibit "A-1"**.

Special Note to Purchaser: Purchaser is hereby notified that the Quitclaim Deed to the property at _____, shall include the reverter language required the Modified Order of Civil Order No. 5281 (see Exhibit "A-1").

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.
12. Purchaser understands, contracts and agrees that 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. However, Purchaser may do so at his sole cost and expense.
13. Within thirty days of notification of acceptance of Purchaser's offer by the Dallas County Commissioners Court, Purchaser shall close on the Property by paying the balance of the purchase price to Dallas County by cashier's check or money order, unless such time period is reduced or extended by a written agreement of the undersigned and the Seller. Purchaser understands and agrees that if Purchaser is unable or refuses to timely close on the Property and accept a Quitclaim Deed for any reason whatsoever, except through fault of Seller, this contract may be terminated and Purchaser's ENTIRE DEPOSIT shall be forfeited to County.
14. Purchaser hereby represents to Seller that in executing this agreement he is financially capable of obtaining and has ready access to sufficient funds to pay the balance of the purchase price in a timely manner.
15. Purchaser understands and agrees that the Dallas County Commissioners Court has the right and reserves the right to reject any and all offers of purchase for any or no reason and that all offers are subject to the approval of each taxing unit entitled to receive proceeds from this sale which taxing units are: _____.

16. Purchaser understands and agrees that Seller will not provide a title policy and Purchaser agrees to sign a No Title-Policy Statement, which is attached hereto as **Exhibit "B"**. Purchaser acknowledges that he may, prior to closing, purchase a title policy at his sole cost and expense.
17. Purchaser understands and agrees that Seller requires all prospective purchasers to sign a NO CONFLICT OF INTEREST STATEMENT, which is attached hereto as **Exhibit "C"**.
18. 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 Seller, its officers, agents, and employees, in connection with this offer and the subsequent sale to him, if any.
19. Purchaser understands, specifically agrees, and does hereby fully release, indemnify and hold harmless Seller from any claims, demands or causes of action arising from any misrepresentations, failures of disclosure, errors, any acts or commission or omission or any other negligent, intentional or wrongful acts or failure to act by Dallas County, arising from or pertaining to, directly or indirectly, this offer, acceptance, sale, and the subsequent closing of this transaction.
20. By submitting this offer, Purchaser hereby immediately and unconditionally fully and completely releases any rights, claims, actions and causes of action he may have now have or may acquire in the future, against Dallas County, Dallas County Sheriff's Department, the Dallas County Sheriff in his 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 Dallas County became the owner of the Property through the Sheriff's Deed to Dallas County including the subsequent sale to Purchaser. Purchaser has been advised to check the appropriate records concerning the tax foreclosure sale before submitting this offer.
21. Upon Purchaser's death or mental incapacity, occurring before the closing, this agreement shall become null, void and unenforceable and the Seller shall have no further obligation to 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.
22. Purchaser represents and states that he has no outstanding County of Dallas judgments, tax delinquencies or fees owed to Dallas County and has executed and notarized the appropriate Affidavit to that effect which is attached hereto as **Exhibit "D"**.
23. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, 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.
24. **Purchaser states that he is aware that this 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. 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 Seller from any and all claims, demands, causes of action, litigation expenses, attorney's fees, liabilities, warranties and guarantees associated with or arising out of 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 Seller, its officers, agents, or employees, or from Purchaser, or any third party, their officers, agents and employees.

- 25. 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 and all easements, restrictions, reservations, title exceptions, liens and other instruments of record adversely affecting the Property either directly or indirectly.
- 26. Seller shall have the absolute right to accept or reject this offer and all other offers on this Property at any time or 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.
- 27. 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.
- 28. 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.

* PURCHASER'S SIGNATURE: _____ DATE: _____
PRINTED NAME: _____
ADDRESS: _____
CITY/STATE/ZIP _____
TELEPHONE: () _____ FAX: () _____

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

* ALL OFFERS MUST BE SIGNED BY HAND.

Attachments

EXHIBIT "A"

QUITCLAIM DEED

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT the County of Dallas, Texas, a political subdivision of the State of Texas, in its own behalf, and on behalf of *the Dallas County Community College District, the Parkland Hospital District, the Dallas County School Equalization Fund, the City of _____, a municipal corporation, the _____ Independent School District, and the Dallas County Education District*, (hereinafter "Grantors"), for and in consideration of the sum of _____ (_____), and other good and valuable consideration, the receipt of which is hereby acknowledged, releases, quitclaims and surrenders to the Grantee such title or interest as Grantor's may have, if any, by virtue of the tax foreclosure proceedings whereby it became a purchaser of the tax title under a sheriff's sale, as shown by a Sheriff's Deed, recorded in Volume _____, Page _____, of the Deed Records of Dallas County, Texas, and by these presents and in accordance with Court Order No. _____, approved by the Dallas County Commissioners Court on _____ and with the consent, approval and on behalf of all relevant taxing authorities, does hereby release, quitclaim and surrender, subject to the terms, conditions, provisions, and restrictions herein set forth, unto _____, Grantee herein, all the rights, title and interests, if any, in and to the following described real property situated in Dallas County, Texas, to wit:

Legal Description

This Quitclaim is made subject to and Grantee acknowledges the right of redemption as provided in Sections 34.05 and 34.21 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THE PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN AN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ALL CLAIMS AND CAUSES OF ACTION, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST GRANTORS, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THE ADVERTISING FOR AND THE CONDUCT OF THE TAX FORECLOSURE SALE. GRANTEE ALSO RELEASES GRANTORS, THEIR OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY TO GRANTEE. THIS RELEASE IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY GRANTORS IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL, HAZARDOUS OR REGULATED MATERIAL PROBLEMS ON OR WITH THE PROPERTY AND ANY PUBLIC NUISANCES OR HEALTH, SAFETY OR FIRE HAZARDS. GRANTEE IS LIABLE FOR THE PRO RATA _____(current year) PROPERTY TAXES FROM THE DATE OF CLOSING AND FOR ALL TAXES IN FUTURE YEARS WHILE GRANTEE OWNS THE PROPERTY.

TO HAVE AND TO HOLD All of our right, title and interest in and to the above described Property and premises subject to the aforesaid, unto the said Grantee, his heirs, successors, and assigns forever, so that Grantor's and all other relevant taxing authorities, their legal representatives,

successors and assigns shall not have, claim or demand any right, title or interest to the aforesaid Property, premises or appurtenances or any part thereof.

EXECUTED this the _____ day of _____ A.D., _____.

APPROVED AS TO FORM: **COUNTY OF DALLAS, TEXAS**

By: _____
Assistant District Attorney, Civil Section

By: _____
Margaret Keliher, County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS {}

COUNTY OF DALLAS {}

BEFORE ME, the undersigned authority,

on this day personally appeared Margaret Keliher, County Judge for the County of Dallas, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the County of Dallas, Texas, a political subdivision of the State of Texas, and on behalf of the Dallas County Community College District, the Parkland Hospital District, the Dallas County School Equalization Fund, the City of _____, the Independent School District, and the Dallas County Education District for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____ A.D., ____.

Notary Public, State of Texas
My Commission Expires

GRANTORS ADDRESS: **RETURN TO:** **GRANTEES ADDRESS:**
County of Dallas
411 Elm Street, 4th Floor
Dallas, Texas 75202
Attn: Director of Public Works

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EXHIBIT "A-1"

Purchaser agrees to allow the use of a modified Quitclaim Deed to the Property to include Restrictive Covenants either as a (1) Reverter, or (2) deed restriction, if the School District's consent, required under Section 34.05(i) of the Tax Code, is conditioned on Dallas County, as Trustee, complying with the procedures and restrictive covenants required by the United States vs. State of Texas, Civil Order No. 5281 (E.D. Tex., August 9 and 15, 1973), or the September 10, 1990 Order, as follows:

RESTRICTIVE COVENANTS SPECIFIED IN SECTION J(3) OF THE MODIFIED ORDER
("Reverter")

"The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

"(a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.

"These restrictions and conditions shall be binding upon GRANTEE, his heirs, personal representatives and assigns or its successors and assigns, as the case may be, for a period of fifty (50) years from the date hereof: and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the GRANTOR herein and its successors, this instrument shall be null and void, and GRANTOR and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act of omission upon the part of GRANTOR herein and its successors shall be a waiver of the operation or enforcement of such condition.

"The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation."

Or,

SUBSTITUTE RESTRICTION ATTACHED TO THE SEPTEMBER 10, 1990 ORDER
("Deed Restriction")

"The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed, and complied with:

(a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above-described realty, or any part thereof, shall not be used in the operation of, or in

conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon [grantee, lessee, etc.], {name of grantee, lessee, etc.}, [his heirs, personal representatives and assigns or its successors and assigns, as the case may be, for a period of fifty (50) years from the date thereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successor and assigns, shall be a waiver of the operation or enforcement of such restrictions, but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restrictions set out in (b) above, any public school district or any person prejudiced by its violation;
- (3) As to either or both of the restrictions set out in (a) and (b) above, the United States of America, as plaintiff, and the American G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U. S. v. Texas, Civil Action No. 5281, Tyler Division, U. S. District Court, Eastern District of Texas; reported in U. S. vs. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U. S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub nom, U. S. v. State of Texas and J. W. Edgar, et al., 447 F. 2d 441 (5 Cir. 1971); stay den. Sub nom. Edgar v. U. S., 404 U.S. 1206 (1971); cert den. 404 U. S. 1016 (1972).

It is further covenanted, that in case of a violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the court finds that the proceedings were necessary to bring about compliance therewith.

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EXHIBIT "B"

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

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EXHIBIT "C"

NO CONFLICT OF INTEREST STATEMENT

I/we _____
_____ agree to the following:

1. Neither I/we, nor my/our spouse(s), is/are a County of Dallas Officer, employee, or Commissioners Court appointed member of any board or commission.
2. If Bid 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

Date: _____

Date: _____

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EXHIBIT "D"

AFFIDAVIT

**THE STATE OF TEXAS }
COUNTY OF DALLAS }**

KNOW ALL PERSONS BY THESE PRESENTS:

BEFORE ME, the undersigned authority, personally appeared _____

_____, who

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

THAT I have no outstanding judgments, tax delinquencies or fees owed to the
County of Dallas.

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)

My Commission expires: