



## Dear Auction Buyer:

Hudson & Marshall would like to thank you for attending our auction. Our Closing Department works closely with Buyers, Sellers, Brokers and Closing Agents to ensure each file closes with great ease and in a timely manner. We would like for this auction experience to be a pleasurable one for all parties involved and hope you will help us make this possible. Therefore, we would like for you to know how our process works as well as provide you with a few steps to follow.

1. The closing must occur ***on or before*** 45 days from the date of seller execution.
2. *Earnest money* MUST be payable to the Title Company **of Buyer's Choice**.

**KAREN WOODARD** will be your Closing Coordinator at Hudson & Marshall and she can be reached at **800.441.9401** or via email at **kwoodard@hudsonandmarshall.com**. If you have any other questions regarding the closing always feel free to call our office. We look forward to working with you!

**PROPERTY #:**

**«Brochure\_Number»**

**PROPERTY ADDRESS:**

**«Address\_Line1», «City», «State» «Zip\_Code»**

**PURCHASE AND SALE AGREEMENT**  
NOT FOR USE WITH BOND MONEY

1. **PARTIES:** CITY OF DALLAS (the "Seller") agrees to sell and convey to Buyer(s) \_\_\_\_\_ (the "Buyer"),  
whose address is \_\_\_\_\_, and  
Buyer agrees to purchase from Seller the Property as described below.

**Buyer contact information:**

home telephone number: \_\_\_\_\_  
cell phone number: \_\_\_\_\_  
email address: \_\_\_\_\_

2. **DESCRIPTION OF PROPERTY:** All property sold under this Agreement is called the "Property".  
Being all that certain real property located at: «Address Line1», «City», «State» «Zip Code» (the street address) and  
more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all  
improvements and fixtures thereon owned by Seller. Buyer acknowledges that he has reviewed the legal description prior to  
signing this Agreement and acknowledges that a copy has been provided and attached by initialing below. If the legal  
description of the Property is not complete or is inaccurate, this Agreement shall remain valid and the legal description shall be  
completed or corrected to meet the requirements of the title company.

3. **PURCHASE PRICE:** The Purchase Price payable to Seller by Buyer for the purchase of the Property shall be  
delivered to the Escrow Agent at Closing in the form of immediately available funds. The "Purchase Price" is the sum of the  
High Bid amount plus the Buyer's Premium. The Buyer's Premium equals eight percent (4%) of the High Bid amount. The  
Buyer's Premium shall be paid to Auctioneer at Closing by Escrow Agent in cash, by cashier's check or wire transfer of  
immediately available funds.

• HIGH BID:		\$ _____
• BUYER'S PREMIUM (4 %):	+	\$ _____
• TOTAL PURCHASE PRICE:	=	\$ _____

4. **EARNEST MONEY:** (Non-Refundable)\$ \_\_\_\_\_, which amount equals **ten percent (10%)** of the Total  
Consideration is herewith tendered by Buyer and is to be deposited as Earnest Money (Earnest Money) with  
\_\_\_\_\_, as Escrow Agent, upon execution of this Agreement by Seller and Buyer. If  
the purchase and sale hereunder is consummated in accordance with the terms and provisions hereof, the Earnest Money  
shall be applied to the cash portion of the Purchase Price at Closing. In all other events, the Earnest Money shall be disposed  
of by Seller as herein provided.

5. **TITLE:** Buyer understands and agrees that Seller will not provide a title policy and Buyer agrees to sign a No Title-  
Policy Statement, which is attached hereto within Addendum "C". The Escrow Agent will be determined by buyer.

6. **NO REPAIRS:** Buyer acknowledges and agrees that Seller shall make no repairs or improvements of any kind to the  
Property and that nothing disclosed by Seller shall require Seller to correct or improve any conditions disclosed or make  
repairs of any kind to the Property.

7. **DISCLOSURES:** Seller has not conducted their own inspections nor has any personal knowledge of the condition of  
the property other than as may be disclosed in the Inspection Report(s), if any. Buyer acknowledges that there has been no  
representation(s) by Seller, or any other person acting as Seller's representative and/or Buyer's representative regarding the  
condition of the Property, any of the appliances or structural components that may be contained therein, its fitness for general  
or specific use, or any other matter affecting the Property. If an inspection report has been obtained by or on behalf of Seller  
or Seller's representative (the "Inspection Report"), such Inspection Report may be provided to Buyer for Buyer's information  
only and shall not be deemed a part of the Contract of Sale. If the Inspection Report has been provided to Buyer, no  
representation or warranty is made as to the accuracy and completeness of such report.

Neither Seller nor any person acting as Seller's representative has occupied the Property nor neither warrants or represents  
that the Property or any alterations or additions which may have been made to the Property conform to local building codes,  
zoning requirements or any other applicable laws, rules or regulations.

Buyer acknowledges that Buyer has the opportunity to inspect, examine and make a complete review of the Property prior to  
the execution of the Contract. Buyer will rely solely on Buyer's inspection and review to evaluate the condition of the Property.

8. **SELLER OPTIONS:** Seller may determine in its sole and unconditional discretion, to accept or reject any offer  
unless the subject property is offered "Absolute" at a live-cry auction. All offers on "Reserve" properties become the property  
of Seller, and rejected offers will not be returned to Buyer(s). Buyer(s) agree that the submission of this offer to Seller and  
Seller's receipt of same shall not create or cause to arise in favor of Buyer(s) any claim to, or interest in, the property. The  
Buyer(s) agree Seller's acceptance of this offer may be evidenced solely by Seller's endorsement hereon Seller's acceptance  
of this offer pursuant of Seller's procedures therefore. Properties offered "Reserve" may require the approval of the City of  
Dallas City Council.

9. **CERTIFICATION OF NON-AFFILIATION:** Buyer represents and warrants to Seller that Buyer or any person acting  
on behalf of Buyer has no relation or affiliation with the Prior Owner. Buyer further represents that Buyer has not made any  
agreements, written or oral, expressed or implied, with the Prior Owner or any person or entity affiliated or connected with the  
Prior Owner for the payment or retention of any additional amounts to or from Prior Owner; and the purchase and sale of the  
property is an arm's length transaction. Buyer acknowledges that Seller is relying on this representation and warranty from  
Buyer in approving and executing this Purchase and Sale Agreement.

Buyer's initials

Seller's initials

10. **BROCHURE:** Buyer represents and warrants that Buyer has received, read and accepts the terms and conditions pertaining to the sale of the Property which are set forth in the Auction Brochure (the "Brochure"), which terms and conditions are incorporated herein by reference. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Brochure, the terms and conditions of this Agreement shall control and prevail in all respects.

11. **OCCUPIED PROPERTY:** Seller makes no representations or warranties as to whether the Property is occupied as of the Close of Escrow.

12. **"AS IS PROPERTY CONDITION":** BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE, SQUARE FOOTAGE, CONDITION, VALUE, OR QUALITY OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, THE SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, CONDITION, QUALITY, THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE PROPERTY, (iii) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (iv) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, AND (v) THE INCOME TO BE DERIVED FROM THE PROPERTY. (vi) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE. (vii) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. (viii) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY. (ix) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO BUYER. (x) THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS. (xi) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDER-SHORING, SUFFICIENCY OF DRAINAGE, OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THEREON. (xii) WHETHER THE PROPERTY IS LOCATED IN A SPECIAL STUDIES ZONE UNDER THE PUBLIC RESOURCES CODE OR A SEISMIC HAZARDS ZONE OR A STATE FIRE RESPONSIBILITY AREA, OR A SPECIAL FLOOD HAZARD ZONE. (xiii) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PROPERTY MAY NOT BE IN COMPLIANCE WITH APPLICABLE ZONING, BUILDING, HEALTH OR OTHER LAW OR CODES, AND NEITHER SELLER NOR ANY PERSON ACTING AS SELLER'S REPRESENTATIVE OR AGENT HAS OCCUPIED THE PROPERTY AND THAT THE PROPERTY MAY NOT BE IN HABITABLE CONDITION. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER AND THAT BUYER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, SELLER MAKES NO WARRANTY OF REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE SPECIFIED HEREIN. IT IS FURTHER AGREED THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT THAT THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE OF TEXAS, THE CITY WHERE THE PROPERTY IS LOCATED, THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ANY OTHER AUTHORITY OR JURISDICTION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT WITHOUT LIMITATION, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BUYER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. BUYER IS NOT IN A DISPARATE BARGAINING POSITION VIS-A-VIS SELLER, AND BUYER HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, BENEFITS AND REMEDIES UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT WITH RESPECT TO ANY MATTERS PERTAINING TO THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED HEREBY. BY INITIALING BELOW, I ACKNOWLEDGE THAT THE CITY OF DALLAS EXPECTS EACH PROSPECTIVE BIDDER TO CLEARLY UNDERSTAND THE DALLAS DEVELOPMENT CODE AS IT PERTAINS TO EACH RESPECTIVE PROPERTY.

IT IS FURTHER AGREED THAT SELLER DOES NOT MAKE ANY REPRESENTATION OF WARRANTIES REGARDING ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING BUT NOT LIMITED TO SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED THEREUNDER OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OF THE DISPOSAL OR EXISTENCE IN, ON OR EMANATING FROM THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE REGULATIONS PROMULGATED THEREUNDER. BUYER HEREBY ASSUMES ALL RISKS AND LIABILITY AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS OWNED THE PROPERTY ONLY SINCE THE DATE OF SUCH TRANSFER AND IS NOT IN A POSITION TO MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE PROPERTY.

SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OF INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE OR OTHER PERSON. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

Buyer's initials

Seller's initials

**UPON CLOSE OF ESCROW, BUYER ACKNOWLEDGES AND AGREES THAT SELLER AND ITS AGENTS AND ASSIGNS HAVE NO FURTHER RESPONSIBILITY, OBLIGATION OR LIABILITY TO BUYER. BUYER AGREES THAT SELLER AND ITS AGENT AND ASSIGNS SHALL HAVE NO LIABILITY FOR ANY CLAIM OR LOSSES BUYER OR BUYER'S SUCCESSORS AND ASSIGNS MAY INCUR AS A RESULT OF DEFECTS THAT MAY NOW OR MAY HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, AND BUYER SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND SELLER FROM ANY SUCH CLAIM.**

**BUYER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASE SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTION COMPANY, BROKERS AND AGENTS FROM ANY AND ALL CLAIMS THAT HE/SHE/IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, BROKERS AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATING TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING ENVIRONMENTAL MATTERS AFFECTING THE PROPERTY, OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN HIS/HER/ITS FAVOR WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE TO SELLER**

**13. EMINENT DOMAIN:** In the event that the Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the ClosingDate, either party may terminate the Agreement and the earnest money deposit shall be returned to the Buyer and neither party shall have any further rights or liabilities hereunder, except as provided for in the Agreement.

**14. AUCTION BROKER FEE:** If and when the sale is consummated and the total purchase price is fully funded, Seller agrees to pay **Hudson & Marshall LLC**, as Auction Broker, a fee under the terms and conditions specified by separate agreement, between Hudson & Marshall LLC and Seller. To the actual knowledge of Seller and Buyer, no other Acquisition Fee (as hereafter defined) has been paid or is due and owing to any other person or entity. As used herein "Acquisition Fee" shall mean all fees paid to any third person or entity in connection with the selection and purchase of the Property, including real estate commission, selection fees, non-recurring management and start-up fees, development fees or any other fee of similar nature. Seller and Buyer each hereby agrees to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction, arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this paragraph. This indemnification agreement of the parties shall survive the Closing.

**15. CLOSING:** The closing (Closing) of the sale between Seller and Buyer shall be **ON OR BEFORE 45 DAYS FROM THE DATE OF SELLER EXECUTION** (Closing Date). Subject to the following provisions extending the Closing Date, if either party fails to close this sale by the Closing Date, the non-defaulting party shall be entitled to exercise the remedies in Section 27 immediately and without notice; provided, however, if Seller is unable to close on the Closing Date, the Closing Date shall be automatically extended up to fifteen (15) days. If Seller does not perform within the extended time, Buyer may terminate this Agreement and receive the Earnest Money as its sole and exclusive remedy. **IF BUYER NEEDS TO EXTEND THE CLOSING DATE, BUYER MUST REQUEST IN WRITING TO SELLER, ONE TEN (10) DAY EXTENSION OF THE CLOSING DATE FOR A NON-REFUNDABLE FEE EQUAL TO AN ADDITIONAL FIVE (5%) PERCENT OF THE PURCHASE PRICE, OR \$500.00 (WHICHEVER IS GREATER), PAYABLE IN CASH & DELIVERED BY BUYER TO ESCROW HOLDER ON OR BEFORE THE ORIGINAL CLOSING DATE. SAID EXTENSION MUST BE APPROVED BY SELLER AND THEN SAID ADDITIONAL FEE WILL BE ADDED TO THE DOWN PAYMENT AND BE APPLICABLE TO THE PURCHASE PRICE. IN ADDITION TO THE NON-REFUNDABLE FEE, BUYER WILL PAY TO SELLER A DAILY PER DIEM OF \$75.00 FOR EACH DAY PAST THE ORIGINAL CLOSING DAY UP TO THE NEW CLOSING DAY. THIS DAILY PER DIEM WILL BE COLLECTED FROM BUYER AND PAID TO SELLER ON THE SETTLEMENT STATEMENT. IF BUYER FAILS TO PERFORM WITHIN THE NEW EXTENDED TIME, SELLER MAY TERMINATE THIS AGREEMENT AND RECEIVE THE EARNEST MONEY AND ADDITIONAL FEE(S) AS ITS SOLE AND EXCLUSIVE REMEDY. SELLER SHALL BE ENTITLED TO SUCH FEE WITHOUT CONDITION. IF BUYER FAILS TO PERFORM WITHIN THE NEW EXTENDED TIME, SELLER MAY TERMINATE THIS AGREEMENT AND RECEIVE THE EARNEST MONEY AND ADDITIONAL FEE(S) AS ITS SOLE AND EXCLUSIVE REMEDY.**

**16. COSTS AND PRO-RATIONS:**

a) **CLOSING COSTS:** Buyer to pay all costs associated with closing of the transaction to include but not limited to escrow fee, tax certifications, recording fees, transfer fees, and premium for the owner's and lender title insurance policies including any title search and examination fees, the costs of credit reports, loan fees, loan points and other costs of obtaining the New First Trust Deed Loan, all of the settlement fees and charges, tax service fees, recordation fees for the Deed Without Warranty and any deed of trust, Buyer's share of pro-rations, pro rata portion of any and all property taxes, assessments and like charges and levies for the applicable tax year and first month's condominium/homeowner's association membership fees and assessments, if any, and other closing costs of Buyer, including any buyer attorney fees, escrow fees, recording fee, stamps and any express or overnight, wire transfer fees and courier fees. Any and all termite clearances and reports and any inspections required by any lender, and not limited to any roof certifications shall be at the sole cost and expense of Buyer. The foregoing costs and expenses shall be paid by Escrow Agent on Buyer's behalf from funds deposited in Escrow by Buyer.

b) **POST-CLOSING ADJUSTMENTS:** Buyer agrees to pay any shortages in taxes directly to the taxing authority.

c) **FINAL FUNDS TO CLOSE ESCROW:** All parties acknowledge that good funds are required to close this Escrow. Good Funds is defined as cash or electronic transfer (wired funds) and Escrow Holder can disburse the funds on the same business day as the business day of the deposit. In the case of deposit with the Escrow Holder in the form of cashier's or certified checks drawn on Texas depositories, the Escrow Holder can disburse the funds on the next business day after the business day of receipt. Out-of-state checks and all drafts do not constitute good funds and will cause buyer to be deemed in default as per provisions of this agreement.

d) Seller shall furnish to Buyer on the Closing Date the following: (1) Seller's form of Deed Without Warranty (the "Deed") executed by Seller, conveying the Property to Buyer, subject to all matters of record affecting the property; and any other seller-related documents deemed necessary by title and escrow agents.

Buyer's initials

Seller's initials



17. **TITLE:**

- a. Buyer shall purchase and cause to be issued an owner's policy of title insurance by Title Company of buyer's choice. In the event there are defects in the title, buyer hereby assumes all liability for same and will purchase subject property with all liens and encumbrances, back taxes, special assessments, easements, liens, leases, encroachments, code violations, zoning and or municipal ordinances, restrictive covenants, special purpose district requirements and any new restrictive covenant imposed by seller as they deem appropriate.

\_\_\_\_\_ BUYER INITIALS

- b. If the Commitment reveals a defect in title buyer is hereby obligated to purchase under the terms and conditions contained herein and failure to do so will cause the buyer to forfeit earnest monies deposited with closing office and no further documentation will be required for title company named herein to release buyer earnest money deposit to seller for failure to close within forty-five (45) days from seller execution of this agreement. Buyer further acknowledges that by signing this agreement buyer has conducted their own due diligence with regard to the current state of title.

\_\_\_\_\_ BUYER INITIALS

- c. BUYER UNDERSTANDS THAT BUYER HAS THE RIGHT TO MAKE AN INDEPENDENT SELECTION REGARDING THE PURCHASE OF TITLE INSURANCE AND ESCROW SERVICES AND THAT THE SELLER IS PROHIBITED FROM REQUIRING BUYER TO PURCHASE TITLE INSURANCE AND/OR ESCROW SERVICES FROM A COMPANY CHOSEN BY THE SELLER AS A CONDITION TO RECEIVING OFFERS OR SELLING THE PROPERTY.

**BUYER'S CHOICE OF ESCROW/TITLE COMPANY (check one):**

Buyer to use Buyer's own escrow/title company. The name and contact information of Buyer's title company is as follows:

Name of Title Company: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

- 18. **CONDOMINIUM/PUD/HOMEOWNERS ASSOCIATION:** If the property is a condominium, planned unit development, homeowner's association or co-operative, unless otherwise required by law, Buyer, at Buyer's own expense, is responsible for obtaining and reviewing the covenants, conditions, restrictions and/or bylaws of the relevant entity within seven (7) days of the seller's acceptance. The Escrow Agent agrees to use reasonable efforts to assist Buyer in obtaining a copy of said documents.

- 19. **INSPECTION:** Buyer shall not directly or indirectly cause any inspection to be made by any government building or zoning inspector or government employee without the prior written consent of Seller, unless such inspection is required by law.

- 20. **ESCROW:** The Earnest Money to be and having been deposited with \_\_\_\_\_, with the understanding \_\_\_\_\_ (a) does not assume or have any liability for performance of any signatory; (b) is not liable for interest or other charges on the funds held; c) is liable only for gross negligence or willful misconduct. At Closing, the Earnest Money shall be applied toward the Purchase Price. Buyer and Seller authorize Escrow Agent to accept and rely on Copies by any means (including photocopy, NCR, facsimile and electronic) and Signatures (including electronic copy of signature complying with Local State Law) as originals to open escrow and for other purposes of escrow. The validity of this agreement as between Buyer and Seller is not affected by whether or when Escrow Agent signs the Agreement.

- 21. **FORM OF DEED:** The deed to be delivered at closing shall be, as determined by Seller, a Deed Without Warranty. Any reference to the term "deed" herein shall be construed to refer to such form of deed.

- 22. **COSTS OF SURVEY:** If a survey is required to close, it will be the sole responsibility of Buyer herein and will be at the Buyer's expense.

- 23. **PERSONAL PROPERTY:** Seller is not hereby conveying any personal property other than as provided in the Contract of Sale and makes no representations or warranties regarding same. Any items of personal property remaining after the sale of the property are deemed to add no value to the transaction and are not a part of the actual transaction, and are given to Buyer in "AS IS" condition with no seller representation or warranty regarding condition or ownership. No bill of sale will be provided for such items.

- 24. **APPRAISAL CONTINGENCY:** This agreement is NOT CONTINGENT upon the Property appraising at no less than the specified purchase price.

- 25. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty loss, Seller may, but shall not be obligated to, restore the same to its previous condition as soon as reasonably possible, but in any event by Closing Date. If Seller is unable or unwilling to do so, Buyer may terminate this Agreement and the Earnest Money shall be refunded to Buyer, or Buyer may waive such restoration and purchase the Property on the Closing Date in which latter event the proceeds of any insurance not exceeding the Purchase Price and covering such damages shall be assigned to Buyer.

Seller's insurance is not transferable and will be cancelled at the time of closing. Seller cannot endorse existing insurance policies to Buyer. Any proceeds from insurance companies for destruction or damage through no fault of the Seller or Buyer shall be retained by the Seller.

- 26. **POSSESSION:** The possession of the Property shall be delivered to Buyer at Closing and Funding in its present "AS IS - WHERE IS" CONDITION WITH ALL FAULTS. Occupancy of the property shall NOT be permitted prior to closing and funding. Buyer shall install new locks on the Property immediately after closing, and Buyer shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorney fees and expenses of every kind and nature that may be made against Seller as a result of Buyer's failure to install new locks on the Property.

\_\_\_\_\_ Buyer's initials

\_\_\_\_\_ Seller's initials

**27. DEFAULT:**

a. If Seller breaches this Agreement, Buyer may terminate this Agreement and thereupon shall be entitled to the immediate return of the Earnest Money as Buyer's sole exclusive remedy and relief hereunder. In no event shall Seller be liable to Buyer for any actual, punitive, consequential or other damages. Buyer and Seller hereby agree that such amount will be liquidated damages for Seller's default because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages.

b. If Buyer breaches this Agreement, Seller shall be entitled to recover the Earnest Money more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes, as liquidated damages (and not as penalty), or enforce specific performance of this Agreement as Seller's sole and exclusive remedy. Buyer acknowledges that he has reviewed Exhibit "B" prior to signing this Agreement and agrees to the terms by initialing below.

**28. ATTORNEY'S FEE:** Any signatory of this Agreement, Broker or Escrow Agent who is the prevailing party in any legal proceeding brought under or with relation to this agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing parties.

**29. SURVIVAL:** All terms and conditions of the Agreement shall survive the closing.

**30. EFFECT:** This Agreement may be executed in counterpart originals. This Agreement sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Agreement can only be amended or modified by a written agreement signed by Seller and Buyer.

**31. CAPTIONS:** The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

**32. TIME OF ESSENCE:** Time is of the essence of this Agreement. However, if the final date of any period which is set out in any provision of this Agreement falls on Saturday, Sunday or legal holiday under the law of the United States or the State of Texas, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

**33. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Texas and the laws of the United States pertaining to transactions in Texas.

**34. SUCCESSORS AND ASSIGNS:** This Agreement shall bind and insure to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personal representatives, successors and assigns.

**35. INVALID PROVISION:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

**36. SECURITY DEPOSITS:** At the Closing: Seller will not transfer any security deposits to the Buyer.

**37. SURVIVAL OF INDEMNIFICATION/DEFENSE/HOLD HARMLESS:** Any indemnification, defense or hold harmless obligation of Buyer for the benefit of Seller in this Agreement shall survive the Close of Escrow and/or termination of this Agreement.

**38. PROHIBITED SALE:** The directors, officers, agents, employees and family members of any, vendor, or the employees of Seller, its affiliates or subsidiaries are strictly prohibited from directly or indirectly purchasing any property owned or managed by Seller.

**39. FINAL AGREEMENT: THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.**

**40. NOTICES:** All notices, demands, and requests which may be given or which are required to be given by either party to the other, hereunder shall be in writing. Such notices shall be deemed delivered when personally delivered to the address of the party to receive such notice set forth below or, whether actually received or not, five (5) days after having been deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, properly addressed as follows:

**If to Seller:**

City of Dallas  
Real Estate Office  
320 E Jefferson Blvd., Room 203  
Dallas, Texas 75203

**If to Buyer:**

**SEE PAGE 1**

**41. CONSULT YOUR ATTORNEY:** Brokers cannot give legal advice. This is intended to be a legally binding Agreement. READ IT CAREFULLY. If you do not understand the effect of this Agreement, consult your attorney BEFORE signing.

**42. ASSIGNMENT:** Buyer MAY NOT assign his, her, their and/or its right, title or interest in this transaction. Any attempted assignment by Buyer shall void and shall constitute a material breach of this Agreement. The Seller may assign the Agreement at its sole discretion without prior notice to, or consent of the Buyer.

**43. SEVERABILITY/INTERPRETATION:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

44. **FULL PERFORMANCE:** Seller's delivery of the Deed to the Property to Escrow Agent shall be deemed to be full performance and discharge of all of Seller's obligations under the Agreement.

45. **FORCE MAJEURE:** No Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.

46. **AGREEMENT OF PARTIES:** This contract contains the entire Agreement of the parties and cannot be changed except by their written Agreement. Addenda, which are a part of this Agreement, are (if applicable): Lead Base Paint Addendum, Real Estate Disclosure Addendum and Release.

47. **SPECIAL PROVISIONS:**

I. City of Dallas Bid Package - the following documents are attached to this Purchase and Sale Agreement and are a part hereof:

- A. City of Dallas Waiver and Release
- B. No Title Policy Statement
- C. Certification of No Debts Owed to the City
- D. List of Properties Owned Within the City of Dallas
- E. No Conflict of Interest Statement
- F. Additional Bidder Information Form

Executed by Seller on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

SELLER: CITY OF DALLAS

City Manager

By: \_\_\_\_\_  
Assistant City Manager

Approved As To Form:  
City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

Executed by Buyer the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (As used in this Agreement, the term "date of this Agreement" or "date hereof" shall mean and refer to the date this Agreement is executed by Buyer).

**BUYER:**

BUYER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Hudson and Marshall, I receipt the following in Earnest Money to be forwarded to the above referenced Title/Closing Company upon full execution of the contract by all parties.

\$ \_\_\_\_\_ Cashiers Check/Certified Funds Check # \_\_\_\_\_

\$ \_\_\_\_\_ Personal/Company Check # \_\_\_\_\_

\$ \_\_\_\_\_ Cash

By: \_\_\_\_\_  
**Hudson & Marshall Representative**

\_\_\_\_\_  
**Buyer's initials**

\_\_\_\_\_  
Seller's initials

**ESCROW HOLDER ACKNOWLEDGEMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement and a deposit in the amount of \$\_\_\_\_\_ and agrees to act as Escrow Holder subject to this agreement and any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is

\_\_\_\_\_.

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

INTENTIONALLY LEFT BLANK



### Exhibit B

#### LIQUIDATED DAMAGES PROVISION

If the transaction described in the foregoing Agreement fails to close strictly in accordance with the terms of said Agreement because of the failure to or default of Buyer in the performance of Buyers obligation in accordance with said Agreement, the

Buyer's Earnest Money deposit of \$ \_\_\_\_\_ in the possession of \_\_\_\_\_ shall be delivered to and retained by Seller as Seller's sole remedy and right to damages. Seller shall notify Escrow Agent in writing of such failure or default by Buyer and Escrow Agent shall act without any further instruction by any party and is hereby irrevocably instructed to act on such notice or request and shall deliver the Earnest Money Deposit to Seller without any further notice from Buyer.

The parties agree that Seller's actual damages, in the event of the default of Buyer, would be difficult or impossible to determine. Therefore, said deposit has been agreed upon after negotiations, as the parties' best estimate of Seller's actual damages. However, this provision shall not limit seller's right to receive reimbursement for attorneys' fees, nor waive or affect seller's right and buyer's indemnity obligations under other sections of this agreement. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to seller. Notwithstanding the foregoing, if buyer interferes with or makes any attempt to interfere with seller receiving or retaining, as the case may be, the liquidated damages provided for in this section, including without limitation, giving any notice or instructions to escrow holder not to deliver the deposit to seller, seller shall have the right to elect to recover the greater of its actual damages or the liquidated damages by giving written notice to buyer and seller shall have all other rights and remedies against buyer provided at law and in equity, and seller shall have the right to require that buyer specifically perform buyer's obligations under this agreement.

As material consideration to Seller's entering into this Agreement with Buyer, Buyer expressly waives the (a) remedy of specific performance on account of Seller's default under this Agreement, and (b) any right otherwise to record or file a notice of pendency of action or similar notice against all or any portion of this Property.

As material consideration to each party's agreement to the liquidated damages provisions stated above, each party hereby agrees to waive any and all rights, whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time this Agreement was made.

Further, it is hereby understood and between the parties herein that said Agreement will be terminated and

\_\_\_\_\_ is hereby released of any and all responsibilities, liabilities, claims to said deposit by Seller and Buyer in releasing said funds.

Acknowledged and agreed by:

**BUYER:**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

**WITNESS:**

By: \_\_\_\_\_

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

SELLER: CITY OF DALLAS

**City Manager**

By: \_\_\_\_\_  
Assistant City Manager

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

Approved As To Form:

By: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Buyer's initials

\_\_\_\_\_  
Seller's initials

### Exhibit C

#### REAL ESTATE DISCLOSURE ADDENDUM AND RELEASE

Between **OWNER OF RECORD** hereby known as "Seller" and \_\_\_\_\_,

hereby known as "Buyer" for the property known as: «Address Line1», «City», «State» «Zip Code».

Buyer acknowledges that Seller, or Seller's agents, contractors or representatives, have provided Buyer the following reports or other documents ("Reports") containing information regarding the condition of the Property:

Provided by Listing and/or Selling Agent including but not limited to: All other Disclosures applicable for the area or any report that is property specific

Buyer acknowledges and agrees that the Reports have been provided for informational purposes. Buyer acknowledges and agrees that Seller, and Seller's agents, contractors or representatives, have not made any representation or warranty concerning: (i) the accuracy of the information contained in the Reports; (ii) the completeness of the information contained in the Reports; or (iii) the qualifications or competence of the persons making the Reports.

To the best of Seller's knowledge, no tests have been performed and no investigation undertaken in connection with mold, fungal spores or any other microscopic organisms that may be present within the subject property. Buyer(s) acknowledge that they are aware that mold, mildew and/or other microscopic organisms may be present within the dwelling or other structures or improvements located at the Property. Buyer understands and agrees that mold or microscopic fungi may pose health risks to all persons, and that children, elderly persons, and persons with immune system deficiencies, allergies or respiratory problems, may be particularly susceptible to exposure to mold and microscopic fungi.

Buyer is aware that Buyer is purchasing and Seller is selling the property in an "as-is" condition without representations or warranties of any kind or nature. Buyer acknowledges for Buyer, for Buyer's successors, heirs and assignees that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon either independently or through agents of Buyer's choosing, and that in purchasing the property, Buyer is not relying on Seller or its agents as to the condition of the property and/or any improvements thereon, including, but not limited to, roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size, the existence of termites or other wood destroying insects, radon or hazardous substances, whether or not the property is located in a flood zone or whether the property conforms to local ordinance or regulations, including zoning or suitability of the property and/or in compliance with any city, county, state and/or federal statutes, codes or ordinances. Buyer is not relying on Seller or its agents as to the condition of the property and/or any improvements thereon, including, but not limited to mold, roof foundations, etc. The premises were accepted without representation or warranty of any kind or nature and in "as-is" condition based solely on Buyer's own inspection. Buyer(s) agree that the purchase price of the property reflects the agreed upon value of the property "as is," including the aforementioned disclosures.

Buyer, for him/herself, heirs and assigns, tenants, licensees, and on behalf of any and all of Buyer's minor children, agrees to fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees, contractors and auctioneer, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property.

**SELLER:** CITY OF DALLAS

**BUYER(S):**

City Manager

By: \_\_\_\_\_  
Assistant City Manager

By: \_\_\_\_\_

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

By: \_\_\_\_\_

Approved As To Form:

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

By: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
**Buyer's initials**

\_\_\_\_\_  
Seller's initials

**ADDENDUM "B"**  
**SECOND ADDENDUM (TEXAS) TO COMMERCIAL PURCHASE AND SALE AGREEMENT**

This Addendum is to be made a part of the Agreement (Commercial Purchase and Sale Agreement) dated \_\_\_\_\_, 20\_\_\_\_, between CITY OF DALLAS (herein referred to as "Seller") and

\_\_\_\_\_ (herein referred to as "Buyer"), for the Property located at «Address Line1», «City», «State» «Zip Code» (street address) and more fully described in Exhibit A of the Purchase and Sale Agreement.

**IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE COMMERCIAL PURCHASE AND SALE AGREEMENT, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.**

**ARTICLE 1. REAL PROPERTY HISTORY AND RELEASE**

1.1 Reports. Buyer acknowledges and agrees that any and all of the Reports that have been provided are for informational purposes only. Buyer acknowledges and agrees that Seller, and Seller's agents, contractors or representatives, have not made any representation or warranty concerning: (i) the accuracy of the information contained in the Reports; (ii) the completeness of the information contained in the Reports; or (iii) the qualifications or competence of the persons making the Reports. All reports and certifications called for by any lending agency or any governmental body concerning any special study area, wetlands, or any environmental protection matter shall be at the expense of Buyer.

1.2 "AS-IS" Property. Buyer is purchasing and Seller is selling the Property in an "AS-IS" condition without representations or warranties of any kind or nature. Buyer acknowledges and agrees that Seller, for Buyer's successors, heirs and assignees that Buyer has been given a reasonable opportunity to inspect and investigate the Property and all improvements thereon either independently or through agents of Buyer's choosing, and that in purchasing the Property, Buyer is not relying on Seller or its agents as to the condition of the Property and/or any improvements thereon, including, but not limited to, roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size, the existence of termites or other wood destroying insects, radon or hazardous substances, whether or not the Property is located in a flood zone or whether the Property conforms to local ordinance or regulations, including zoning or suitability of the Property and/or in compliance with any city, county, state and/or federal statutes, codes or ordinances. Buyer is not relying on Seller or its agents as to the condition of the Property and/or any improvements thereon, including, but not limited to mold, roof foundations, etc. The premises were accepted without representation or warranty of any kind or nature and in an "AS-IS" condition based solely on Buyer's own inspection. Buyer(s) agree that the purchase price of the Property reflects the agreed upon value of the Property "AS-IS," including the aforementioned disclosures.

1.3 Waiver and Release. Buyer, for him/herself, heirs and assigns, tenants, licensees, and on behalf of any and all of Buyer's minor children, agrees to fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees, contractors and auctioneer, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property.

1.4 Notice to Prospective Buyer. As required by law, you are advised to have the abstract covering the Property examined by an attorney of your own selection OR obtain a policy of title insurance.

**ARTICLE 2. PROPERTY TAXES**

**NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES:** If for the current ad valorem tax year the taxable value of the Property that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, Buyer may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

If there is any impact fee for the Property, or if there is any tax liability for previous years that becomes due because of a change in ownership or use of the Property, including, without limitation, any rollback taxes, the Buyer will assume the responsibility for those taxes and fees.

**ARTICLE 3. ANNEXATION, SERVICE AREA OF A UTILITY SERVICE PROVIDER, PUBLIC IMPROVEMENT DISTRICTS, ENVIRONMENTAL MATTERS, ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES AND WETLANDS**

3.1 Annexation:

If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information. It shall be Buyer's responsibility to determine whether the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction.

Buyer's initials

Seller's initials

3.2 Property Located In A Certificated Service Area Of A Utility Service Provider:

The real property that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property or prior to closing of purchase of the real property.

3.3 Public Improvement Districts:

If the Property is in a public improvement district, Buyer will be obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in a lien on and the foreclosure of Buyer's property.

3.4 Environmental Matters:

Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property.

3.5 Environmental Assessment:

Buyer, at Buyer's expense, prior to closing, may obtain an environmental assessment report prepared by an environmental specialist.

3.6 Threatened or Endangered Species:

Buyer, at Buyer's expense, prior to closing, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.

3.7 Wetlands:

Buyer, at Buyer's expense, prior to closing, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

**ARTICLE 4. COASTAL AREA PROPERTY**

If the real property described in and subject to this contract adjoins and shares a common boundary with the tidally influenced submerged lands of the state, be advised that the boundary is subject to change and can be determined accurately only by a survey on the ground made by a licensed state land surveyor in accordance with the original grant from the sovereign. The owner of the property described in this contract may gain or lose portions of the tract because of changes in the boundary.

State law prohibits the use, encumbrance, construction, or placing of any structure in, on, or over state-owned submerged lands below the applicable tide line, without proper permission.

The purchaser or grantee is hereby advised to seek the advice of an attorney or other qualified person as to the legal nature and effect of the facts set forth in this notice on the property described in and subject to this contract. Information regarding the location of the applicable tide line as to the property described in and subject to this contract may be obtained from the surveying division of the General Land Office in Austin.

**ARTICLE 5. PROPERTY LOCATED SEAWARD OF THE GULF INTRACOASTAL WATERWAY**

**NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH.**

WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.

- READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.
- BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.
- IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.
- AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.
- THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.

If the real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel, be advised that the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.

The purchaser is hereby notified that the purchaser should: (1) determine the rate of shoreline erosion in the vicinity of the real property; and (2) seek the advice of an attorney or other qualified person before executing this contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.

**ARTICLE 6. PROPERTY MAY BE SUBJECT TO MANDATORY MEMBERSHIP  
IN A PROPERTY OWNERS' ASSOCIATION**

6.1 The Property may be subject to mandatory membership in a property owners' association. If so, the Buyer acknowledges that Buyer will be required to be a member of the property owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this project of which the Property is a party have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. If the Property is subject to such an association, Buyer acknowledges that Buyer will be obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in a lien on and the foreclosure of the Property.

**ARTICLE 7. RADON TESTING, REPORTS AND MITIGATION**

Radon is a radioactive gas which results from the natural breakdown of uranium in soil, rock and water. It has been found in homes all over the United States and is a carcinogen.

Seller has not determined and will not determine whether the Property has been tested for radon or whether a radon inspection/test has been conducted on the Property. Buyer represents that Buyer has been given sufficient time and opportunity by Seller to inspect and investigate the Property prior to the signing of this Agreement and that Buyer is satisfied with the level of any radon that may be present on the Property or will take appropriate measures to remediate any radon present on the Property. Buyer agrees that Seller shall be under no obligation to remediate or pay for the remediation of any radon present on the Property.

**ARTICLE 8. FLOOD HAZARD AREAS**

Buyer acknowledges and agrees that (i) Seller is not familiar with the conditions or characteristics of the Property, (ii) Seller acquired the Property by way of foreclosure or as a result of a like or similar action such as a deed in lieu of foreclosure or a purchase from a prior servicer, (iii) Buyer is purchasing and Seller is selling the Property in an "AS-IS" condition without representations or warranties of any kind or nature, (iv) Buyer has had sufficient time and opportunity to inspect the Property including any flood hazard or flood plain maps, (v) it shall be Buyer's responsibility to determine whether or not the Property lies in any flood plain or flood hazard areas, and (vi) Buyer shall obtain for Buyer's review, on Seller's behalf, any information or notices concerning flood hazards or flood plains required by local law to be disclosed by a seller to a purchaser of real property (including any information or notices required prior to transfer or occupancy of the Property).

**ARTICLE 9. MOLD AND CHEMICAL OR DRUG SUBSTANCES**

Mold, mildew, spores, and other microscopic organisms and/or allergens (collectively referred to as "Mold") are environmental conditions that are common and may affect the Property. Mold, in some forms, has been reported to be toxic and cause serious physical illnesses, including, but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or the elderly. Mold has also been reported to cause extensive damage to personal and real property.

Certain illegal activities involving the manufacture of illegal drugs or drug substances have been known to be conducted in commercial properties, leaving behind in such properties dangerous chemical or drug substances (collectively, "Dangerous Substances").

Buyer acknowledges and agrees that (i) Seller is not familiar with the conditions or characteristics of the Property, (ii) Seller acquired the Property by way of foreclosure or as a result of a like or similar action such as a deed in lieu of foreclosure or a purchase from a prior servicer, (iii) Buyer is purchasing and Seller is selling the Property in an "AS-IS" condition without representations or warranties of any kind or nature, (iv) Buyer has had sufficient time and opportunity to inspect and test the Property for any Mold or Dangerous Substances that may or may not be present on the Property, (v) it shall be Buyer's responsibility to ensure that the Property complies with all laws and regulations concerning Mold and Dangerous Substances, and (vi) Buyer agrees that Buyer shall obtain any required certificates or approvals concerning Mold and Dangerous Substances required by state or local law (including those required prior to transfer or occupancy of the Property) and shall obtain the same on behalf of Seller in cases where the Seller is required to obtain such certificates and approvals.

\_\_\_\_\_  
Buyer's initials

\_\_\_\_\_  
Seller's initials



In addition, by signing below, Buyer hereby releases and agrees to hold the Seller, the Auction Broker, and their agents and representatives harmless from any and all liability, damages, claims, and costs (including attorneys' fees) resulting from Mold or Dangerous Substances being present on the Property.

**ARTICLE 6. ACKNOWLEDGMENT OF BROKER DISCLOSURES**

By signing below, Buyer and Seller acknowledge having received from Auction Broker and all other brokers involved in this purchase transaction any broker disclosures and notices required by Texas law, and Buyer and Seller acknowledge having read and understood such disclosures and notices. Buyer and Seller acknowledge that Auction Broker is a representative of the Seller only and is not a representative, agent, or broker of the Buyer.

**BUYER:**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

**SELLER: CITY OF DALLAS**

City Manager

By: \_\_\_\_\_  
Assistant City Manager

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

Approved As To Form:  
City Attorney

By: \_\_\_\_\_  
Assistant City Attorney



By submitting this proposal, I hereby waive and release any rights I may have either now or in the future, to undertake any legal or equitable action against the City of Dallas itself and/or as Trustee for failure of the City to properly advertise or notice the sale of the Property or to properly conduct the sale of this Property and hereby covenants not to sue the City of Dallas, itself and/or as Trustee, in connection with the advertisement, notice of the sale or the sale of this Property. Upon my death or mental incapacity, the proposal submitted shall become null, void and unenforceable and the City of Dallas shall have no further obligation to me, my estate or my guardian. On behalf of me, my heirs or my estate, I hereby waive any rights I may have to an award or conveyance of the Property in the event of my death or mental incapacity.

<b>SIGNATURE</b>	_____
<b>PRINTED NAME</b>	_____
<b>ADDRESS</b>	_____
<b>CITY</b>	_____
	<b>STATE</b> _____ <b>ZIP</b> _____
<b>TELEPHONE</b>	(    ) _____ (    ) _____
<b>EMAIL</b>	_____

Please **print name(s) to appear on deed if different than above:**

---

**ALL PROPOSALS MUST BE SIGNED BY HAND.** For additional information contact Donna Smithson-Kirwan at (214) 948-4100.

## ADDENDUM "C"



### 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 City of Dallas from any defects in title of the above referenced property.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Signature

**Printed Name:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Title:** \_\_\_\_\_

Title: \_\_\_\_\_





## List of Properties Owned Within the City of Dallas

A complete list of all properties, located within the City of Dallas, that are owned by Purchaser and the additional individuals and entities herein specified, including owner's names, addresses, and tax account numbers.

<u>Owner(s) Name</u>	<u>Property Address</u>	<u>Tax Account Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Buyer Signature



## NO "CONFLICT OF INTEREST" STATEMENT

REVISED 11/4/14

I/we, \_\_\_\_\_, agree to the following:

1. Neither I/we, nor my/our spouse(s), is/are a City of Dallas officer, employee or City Council appointed member of any board or commission.
2. The grant of this application would not violate Chapter XXII, Sec. 11 of the Dallas City Charter, which follows:

DALLAS CITY CHARTER  
CHAPTER XXII, SEC. 11.

**SEC.11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED.**

**(a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.**

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by city employees in federally funded housing programs, to the extent permitted by applicable federal or state law.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No.1: Amend. of 8-12-89, Prop. No.15; Amend. of 11-4-14, Prop. Nos. 2 and 9)

3. If this application is made on behalf of another person, partnership, corporation or other business entity and if the undersigned or my/our spouse(s) is/are a City of Dallas officer, employee or board or commission member, I/we swear and affirm that neither I/we, nor my/our spouse(s), have financial interest, direct or indirect, with the other person, partnership, corporation or other business on whose behalf this application is made.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



### Additional Bidder Information Form

**Property Address:** «Address Line1», «City», «State» «Zip Code»\_

1. Upon the successful bid of this property, what is your primary purpose for this property?

\_\_\_\_\_

2. **Legal Name or Company Name:** \_\_\_\_\_

3. **Legal Status** – I certify that I/we do business as a (check one only):  
 Individual(s)  Limited Partnership  
 Corporation Trust or Estate  Limited Liability Company  
 Not-for-Profit Corporation  Corporation  
 Other: \_\_\_\_\_

4. **Type or Nature of Business:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Management:** Please Identify **ALL** Officers of the Company.

Title: \_\_\_\_\_, Name: \_\_\_\_\_

Title: \_\_\_\_\_, Name: \_\_\_\_\_

Title: \_\_\_\_\_, Name: \_\_\_\_\_

Title: \_\_\_\_\_, Name: \_\_\_\_\_

5. Have you successfully bid on other surplus properties held by the City?  
 **YES**  **NO**

6. If you checked **Yes** above: (a) How many properties have you purchased; and (b) Have these properties been developed (vacant) or renovated (improved)?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Are you a builder/developer?  
 **YES**  **NO**

I hereby certify that the information in this Bidder Information Form, including any and all attachments and referenced information, is factual and complete.

**Name** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

Property # «Brochure Number»  
Sale # «Auction Number»

Loan # «Asset Number»

Exhibit A  
Legal Description

Buyer's initials

Seller's initials