

TAX FORECLOSURE PROPERTIES FOR RESALE BY THE CITY OF MESQUITE, TEXAS

STATUS	MAPSCO	PROPERTY ADDRESS	LEGAL DESCRIPTION	"I" OR "U"	APPROX LAND SIZE	DCAD TAX ACCOUNT #	CURRENT DCAD VALUE	CAUSE # / Judgment Date	TAX YEARS INCLUDED IN JUDGMENT (CO/CITY/SCHOOL)	POST JUDGMENT TAX YEARS	DATE OF SHERIFF'S SALE	SHERIFF'S DEED STRIKE OFF AMOUNT	SHERIFF'S DEED INSTRUMENT #	SHERIFF'S DEED FILE DATE	ORIGINAL MINIMUM BIDDING PRICE	ORIGINAL/ SUBSEQUENT POSTING DATES	SUGGESTED MINIMUM OFFER AMOUNT AS OF 06/10/2020
AO	49-H	2200 Baker Drive (unimproved commercial property)	Being a tract of land situated in the Daniel Tanner Survey, Abstract No. 1462, City of Mesquite, Dallas County, Texas, and being all of that 2.4 acre tract of land conveyed to T. C. Stricklin, by Sam W. French, Trustee, as recorded in Volume 71109, Page 2417, Dallas County Deed Records, and being more particularly described as follows: BEGINNING at a point in the northeasterly line of Baker Drive (a 60' r/w), said point being in the southeasterly line of a 15' alley, located in Block D, in Bryd Estates No. 3 an iron pipe set for corner: THENCE north 45 degrees 23 minutes east with the southeasterly line of said alley, 225.00 feet to an iron pipe set for corner; THENCE south 89 degrees 37 minutes east and continuing along the right-of-way line of said alley, 21.21 feet to an iron pipe set for corner; THENCE south 44 degrees 37 minutes east and continuing along the right-of-way line of said alley 47.00 feet to the beginning of a curve to the left, having a radius of 275.22 feet and a central angle of 45 degrees 30 minutes, an iron pipe set for corner; THENCE in a southeasterly and easterly direction, and continuing along the right-of-way line of said alley and along said curve, 218.56 feet to the end of said curve, an iron pipe set for corner; THENCE north 89 degrees 53 minutes east with the right-of-way of said alley, 118.26 feet to a point in the northwesterly line of a Dallas Power & Light Company 125' right-of-way, an iron pipe set for corner; THENCE south 45 degrees 18 minutes west with the northwesterly line of said Dallas Power & Light Company right-of-way, 432.24 feet to a point in the north line of U. S. Highway No. 80 (Interstate Highway 20), an iron pipe set for corner; THENCE south 89 degrees 55 minutes west with the north line of said right-of-way, 85.17 feet to a point in the easterly line of the aforementioned Baker Drive, an iron pipe set for corner; THENCE north 0 degrees 05 minutes west with the easterly line of said Baker Drive, 8.65 feet to the beginning of a curve to the left, having a radius of 280.0 feet and a central angle of 44 degrees 32 minutes, an iron stake set for corner; THENCE in a northerly and northwesterly direction with the right-of-way line of said Baker Drive and along said curve, 217.63 feet to the end of said curve, an iron stake set for corner; THENCE north 44 degrees 37 minutes west with the northeasterly line of said Baker Drive, 80.00 feet to the place of beginning and containing 106,097 square feet (2.436 acres) of land.	U	106,112 SF	65146262910120000 6514626291012D100	\$ 233,450.00	TX-17-00070 combined with TX-05-31544, 5/23/2017, 07/10/2008 (date prior to Judgment Nunc Pro Tunc is 6/13/2007), respectively	County: 1993-2016 City: 1990-2016 MISD: 1990-2016	2017	9/5/2017	\$ 233,440.00	201700308045	11/1/2017	\$ 233,440.00	10/5/2018	\$ 233,450.00
SP	49-V	109 Clary Drive	Being Lot 3, Block 9, of Skyline Addition No. 1, an addition to the City of Mesquite, Dallas County, Texas, and being the same property described in the Deed recorded as Instrument 201600066551, dated February 16, 2016, in the Deed Records of Dallas County, Texas.	U	9,911 SF	38183500090030000	\$ 30,000.00	TX-17-01624 08/20/2018	County: 2009-2017 City: 2009-2017 MISD: 2009-2017	2018	1/2/2019	\$ 58,974.62	201900023284	1/29/2019	\$ 30,000.00	9/4/2020	SALE PENDING (WAITING ON APPROVAL FROM TAXING ENTITIES)

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SP	49A-Q	1018 Irene Drive	Being Lot 13 in Block 9 of El Rosa Addition, an addition to the Map thereof, recorded in Vol. 39 Page 83, Map Records, Dallas County, Texas; and being the same property described in the Deed recorded in Volume 74106, Page 0287, dated May 22, 1974, in the Deed Records of Dallas County, Texas.	U	7,349 SF	38082500090130000	\$ 25,000.00	TX-17-01189 11/14/2018	County: 2005-2009, County: 2015-2017 City: 2005-2009, City: 2015-2017 MISD: 2005-2017	2018-2019	4/2/2019	\$ 37,318.75	201900103788	4/25/2019	\$ 25,000.00	9/4/2020	SALE PENDING (WAITING ON APPROVAL FROM TAXING ENTITIES)

STATUS: AA=Actively Advertising AO=Accepting Offers I=Improved SP=Sale Pending U=Unimproved

With the exception of properties sold pursuant to V.T.C.A. Tax Code §34.05(j), acceptance of an offer will discharge and extinguish ONLY the property tax liens for the Tax Years Included in the tax judgment. The purchaser will be responsible for the payment of all post judgment taxes, penalties and interest for all Tax Years not included in the tax judgment. The purchaser will further be responsible for any liens not extinguished by the tax judgment.

NOTES

An offer that qualifies for sale pursuant to V.T.C.A. Tax Code § 34.05(j), would discharge and extinguish all liens foreclosed in the tax judgment and post judgment tax liens provided, however, consent of each taxing unit entitled to receive proceeds of the sale under the tax judgment is required.

The Accepting Officers (“AO”) status indicates that the City of Mesquite is open to the consideration of offers to purchase properties as of the time the property listings are added and/or updated. Prior to submission of offers to purchase, interested parties are encouraged to verify the current status of each property of interest. To submit an offer to purchase, print out and submit a completed **OFFER AND PURCHASE AGREEMENT** for each property of interest. You may download a copy of the instructions and Offer and Purchase Agreement from www.cityofmesquite.com/346/Purchasing. Offers not at the minimum suggested offer amount may be disqualified. Offers are received at the City of Mesquite, Purchasing Department, 1515 North Galloway Avenue, Mesquite, Texas 75149. All sales are subject to the approval of the City Council of the City of Mesquite and each taxing unit entitled to receive proceeds of the sale under the tax judgment.

The City of Mesquite assumes no responsibility or liability concerning the accuracy of any fact relating to the properties offered for sale. Please be advised that street addresses are not reliable and are subject to change. The data reflected on this list is for information only, and interested parties are solely responsible for verification of the data. The City of Mesquite provides this information and service “AS IS AND WITH ALL FAULTS” AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED. There is no warranty of the accuracy, authority, completeness, usefulness, timeliness or fitness for a particular purpose of this information. The City of Mesquite officials, officers, agents, representatives and employees shall not be liable for any loss or injury caused in whole or part by its/their negligence, contingencies, beyond its/their control, loss of data, or errors or omissions in information or services offered. All sales are “AS IS AND WITH ALL FAULTS” for cash on a “BUYER BEWARE BASIS.” Refund of deposit should be expected no sooner than 30 days from the date the offer is rejected. If there is any conflict between this document and the Offer and Purchase Agreement, the terms and provisions of the Offer and Purchase Agreement shall control. If you have questions regarding the PROCESS for submitting an offer, call Purchasing at 972.216.6391. Any and all questions concerning the properties offered for sale should be directed to your attorney prior to purchase.

INSTRUCTIONS FOR OFFER AND PURCHASE AGREEMENT

YOU MUST SUBMIT A COMPLETE OFFER OR IT MAY BE DISQUALIFIED

1. Do not enter vacant structures without the express consent of the City of Mesquite's Purchasing Department.
2. Read carefully the entire Offer and Purchase Agreement before signing. **Pay particular attention to Page 3, Section (9) of the Agreement and understand that any offer submitted to seller is made subject to post judgment taxes, penalties and interest.**
3. Attach the required deposit (Cashier's Check/Money Order) to the Offer and Purchase Agreement.

Note: Personal Checks or Cash will not be accepted.

4. Complete and deliver to the City all the following (Offer Package):
 - a. Sign the Offer and Purchase Agreement
 - b. Initial Page 3, Section (9) of the Offer and Purchase Agreement
 - c. Sign Exhibit A—No Title-Policy Statement
 - d. Sign Exhibit B—No “Conflict of Interest” Statement
 - e. Sign Exhibit C - Conflict of Interest Questionnaire (form CIQ), if applicable
 - f. Complete online with the Texas Ethics Commission, Sign and Notarize Exhibit D – Form 1295 Certificate of Interested Parties
 - g. Sign and Notarize Exhibit E—Affidavit
5. **The City Council of the City of Mesquite (“City Council”) reserves the right to accept or reject any and all offers for any reason or no reason**, to waive all irregularities, nonconformities, and technicalities and there are no implied guarantees to negotiate or sell any property. All offers are subject to the approval of each taxing unit entitled to receive proceeds of the sale under the judgment.

6. ALL SALES ARE SUBJECT TO AND CONDITIONED UPON APPROVAL BY THE CITY COUNCIL OF THE CITY OF MESQUITE AND EACH TAXING UNIT ENTITLED TO RECEIVE PROCEEDS OF THE SALE UNDER THE JUDGMENT.

ADDITIONAL INFORMATION:

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

1. Dallas Central Appraisal District: <http://www.dallascad.org/>
Gives details of Property by Owner, Account or Address under “Search Appraisals”.
2. Dallas County: <http://www.dallascounty.org>
 - a. County Clerk, ROAM Official Public Records Search
(<http://www.dallascounty.org/departments/countyclerk/roam.php>)
 - b. Tax Office- Property Tax Lookup
(<http://www.dallascounty.org/applications/english/proptaxapp/taxintro.php>)
3. City of Mesquite: (<https://propertytax.cityofmesquite.com/mesquitetax/>)

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



CITY OF MESQUITE OFFER AND PURCHASE AGREEMENT

The following is the offer and purchase agreement for the City of Mesquite, a Texas home rule municipality ("City") (hereinafter the "Offer and Purchase Agreement"):

To: City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149
Attention: Mr. Ted Chinn
Assistant City Manager

_____,
hereafter called "purchaser," whether one or more, hereby submits this offer for the purchase of the following described property (the "property"):

Address: _____

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

Purchase Amount: _____

Deposit Amount: _____

The purchaser understands and agrees that on all offers of \$10,000.00 or less, the purchaser is required to include a deposit in the form of a cashier's check or money order payable to the City of Mesquite in the amount of \$1,000.00 or the purchase amount, whichever is less, plus a \$50.00 deed recording fee. For offer amounts greater than \$10,000.00, the purchaser must submit a deposit in the form of a cashier's check or money order payable to the City of Mesquite for ten percent (10%) of the purchase price or \$10,000.00, whichever is less, plus a \$50.00 deed recording fee. Cash money will not be accepted. The offer shall remain in effect for 120 days after the date of submission, unless such offer is rejected by the City prior to the expiration of such 120 days or such time period is extended by written agreement of both parties.

CONDITIONS OF OFFER AND ACCEPTANCE
READ CAREFULLY

- (1) The land described above and any improvements located on such land shall hereinafter be referred to as "the property."
- (2) The purchaser understands that the City (sometimes hereafter interchangeably referred to as "seller") acquired the property on its behalf and as trustee for other taxing entities through a tax foreclosure proceeding.
- (3) The purchaser understands and agrees that immediately upon acceptance of this offer by seller, this offer becomes a binding and enforceable contract upon the purchaser, purchaser's heirs, assigns, successors in interest, executors and administrators, provided that such acceptance occurs before seller receives any written notice of revocation signed by purchaser and sent to the seller by certified or registered mail.
- (4) Acceptance by the seller shall occur immediately upon the execution by the City's Mayor of a Resolution of the City Council of the City accepting purchaser's offer, and shall be conditioned on all other taxing units having given their approval to the sale prior to seller's acceptance, if necessary.
- (5) Purchaser contracts and agrees that it is purchaser's 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, severances and leases, judgments, code enforcement liens, demolition liens, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projection, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the property including, without limitations, (a) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the property; (b) the manner or quality of the construction or materials incorporated into any of the property; and (c) the type, manner and quality of the land, soil condition, hazardous or other governmental regulated materials in or upon the land, buildings, structures and the state of repair, or lack of repair, of the property.
- (6) Purchaser contracts and agrees that with respect to the property, the purchaser has not relied upon and will not rely upon, either directly or indirectly, any oral contracts, representations or warranties of seller, or any agent or affiliate of seller, if any, and that no such contract, representations or warranties have been made. Purchaser represents and warrants that purchaser is a knowledgeable purchaser of real property and is relying solely on purchaser's own expertise and that of

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 purchaser shall rely solely upon what purchaser, through purchaser's own investigations, tests and research has learned.

- (7) At the closing, purchaser assumes all risks that adverse matters may not have been revealed by the purchaser's inspections and investigations. Purchaser acknowledges and agrees that the property is sold and conveyed by the seller and accepted by the purchaser, "AS IS AND WITH ALL FAULTS."
- (8) **THE CITY EXPRESSLY DISCLAIMS, AND PURCHASER EXPRESSLY WAIVES ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, RELATING TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, MARKETABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE PROPERTY.**
- (9) **Purchaser has read and fully understands V.T.C.A. Tax Code §26.10, §33.52, §34.01, §34.05 and §34.21. Purchaser further understands that any offer submitted to seller is made subject to post judgment taxes, penalties and interest, except if sold pursuant to Tax Code §34.05(j). Purchaser further understands that purchaser is responsible for the payment of said post judgment taxes, if any, and for the pro rata (current year) property taxes from the date of closing through all future years so long as purchaser owns the property. _____ (Purchaser needs to initial)**
- (10) Purchaser further understands and acknowledges that the City acquired the property via a tax foreclosure proceeding and that purchaser is familiar with tax foreclosure proceedings and/or has consulted with an attorney regarding the legal issues that are involved in this type of real estate transaction, including the subsequent resale to purchaser and of the risks and limitations of such sales.
- (11) Purchaser agrees to accept a Quitclaim Deed to the property. Purchaser understands that there are no warranties or guarantees associated with a Quitclaim Deed and that such deed conveys only what interest the seller has acquired in the property, if any. Purchaser understands and agrees that the Quitclaim Deed will contain an acknowledgment that the property is subject to the prior owner's right of redemption, if any. Purchaser further acknowledges that said Quitclaim Deed will contain such other provisions as are consistent with the terms and provisions of this Offer and Purchase Agreement and may also contain restrictions and/or reverter provisions required by federal and/or state law.
- (12) Purchaser understands and agrees that purchaser is solely responsible and obligated for any and all outstanding liens, pending or subsequent code enforcement actions,

current and subsequent notices of nuisance or hazardous or regulated material abatement or any mitigation and of all repair or demolition orders, if any, and expressly assumes immediate responsibility therefore.

- (13) Purchaser understands, contracts and agrees that the seller shall have no responsibility for or liability arising from the accuracy of any matter, fact or thing relating to the property. Seller is not obligated and will not provide or pay for a title policy, survey, plat, phase one environmental study or any other documents, reports or studies.
- (14) Within thirty (30) days after acceptance of the offer by the City Council of the City, purchaser shall close on the property by paying the balance of the purchase price to the City by certified funds, preferably in the form of a cashier's check or money order, unless such time period is extended by written agreement. Any extension of time, if granted, may not exceed thirty (30) days. If the City agrees to an extension of time, for each extension so granted, purchaser shall be required to submit an additional deposit of five percent (5%) of the purchase price, which shall be payable before the expiration of the current contract term. Purchaser understands and agrees that if the purchaser is unable or refuses to timely close on the property and accept a Quitclaim Deed for any reason whatsoever, except through fault of the City, purchaser shall be deemed to have breached the contract by default, in which case the City, at its sole discretion, may determine the contract terminated, and **purchaser's ENTIRE deposit shall be forfeited to the City for administrative costs.** In the event the City accepts purchaser's offer but fails to close for any reason, the purchaser's sole remedy shall be the return of the purchaser's entire deposit.
- (15) Purchaser hereby represents to seller that in executing this agreement purchaser either has at purchaser's immediate disposal or has immediate access to sufficient funds to pay the balance of the offer amount/purchase price in a timely manner.
- (16) Purchaser understands and acknowledges that seller will not provide a title policy and purchaser agrees to sign a No Title-Policy Statement, which is attached hereto as Exhibit A. Purchaser acknowledges that purchaser may, prior to closing, purchase a title policy at purchaser's sole cost and expense, however failure to obtain such a policy shall not inure to the detriment of the City.
- (17) The purchaser understands and acknowledges that the City also requires all prospective purchasers to sign and deliver to the City with the Offer and Purchase Agreement: (i) a No "Conflict of Interest" Statement, a copy of which is attached hereto as Exhibit "B"; and (ii) a Conflict of Interest Questionnaire (Form CIQ), a copy of which is attached hereto as Exhibit "C", if applicable [see Exhibit C for instructions on when the conflict of interest questionnaire is required]. The purchaser further understands and acknowledges that the City also requires all prospective purchasers to: (i) use the Texas Ethics Commission's online filing

application to complete and submit a Certificate of Interested Parties Form 1295, a copy of which is attached hereto as Exhibit "D" ("Form 1295"); (ii) print, sign and have the Form 1295 that has been submitted online with the Texas Ethics Commission notarized; and (iii) deliver a duly executed and notarized Form 1295 to the City with the Offer and Purchase Agreement.

- (18) **PURCHASER HEREBY RELEASES ANY AND ALL RIGHTS, CLAIMS AND CAUSES OF ACTION, AT LAW OR IN EQUITY, THAT PURCHASER MAY NOW HAVE OR MAY ACQUIRE IN THE FUTURE AGAINST THE SELLER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES IN CONNECTION WITH THIS OFFER AND THE SUBSEQUENT SALE TO PURCHASER, IF ANY.**
- (19) **PURCHASER HEREBY INDEMNIFIES AND HOLDS HARMLESS THE CITY OF MESQUITE, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EVERY EXPENSE OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES), OR CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) FROM ANY MISREPRESENTATIONS, FAILURES OF DISCLOSURE, ERRORS, ANY ACTS OR OMISSION, NEGLIGENT, INTENTIONAL, WRONGFUL ACTS OR FAILURE TO ACT BY THE CITY, 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, UNCONDITIONALLY, FULLY AND COMPLETELY RELEASES ANY RIGHTS, CLAIMS, ACTIONS AND CAUSES OF ACTION PURCHASER MAY NOW HAVE OR MAY ACQUIRE IN THE FUTURE, AGAINST THE CITY OF MESQUITE, THE DALLAS COUNTY SHERIFF'S DEPARTMENT, THE COUNTY SHERIFF IN HER INDIVIDUAL CAPACITY, AND ALL TAXING UNITS WHO HAVE AN INTEREST IN THIS PROPERTY FOR FAILURE TO PROPERLY ADVERTISE OR CONDUCT THE TAX FORECLOSURE SALE ON THIS PROPERTY WHEREIN THE CITY BECAME THE OWNER OF THE PROPERTY THROUGH THE SHERIFF'S DEED TO THE CITY, INCLUDING THE SUBSEQUENT SALE TO THE PURCHASER. PURCHASER HAS BEEN ADVISED TO, AND EXPRESSLY ASSUMES THE RESPONSIBILITY FOR, CHECKING THE APPROPRIATE RECORDS CONCERNING THE TAX FORECLOSURE SALE BEFORE SUBMITTING THIS OFFER.**

- (21) **IF PURCHASER'S OFFER IS ACCEPTED, PURCHASER AND PURCHASER'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS SHALL EXPRESSLY ASSUME THE RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS OR CONDITIONS ON, WITH, RELATING TO OR ARISING FROM THE PROPERTY. PURCHASER HEREBY RELEASES THE CITY, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM LIABILITY FOR ENVIRONMENTAL CONDITIONS, IF ANY, AFFECTING THE PROPERTY INCLUDING WITHOUT LIMITATION, LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED ("CERCLA") (42 U.S.C. § 9601 ET SEQ.), OR REGULATIONS PROMULGATED UNDER CERCLA; THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED ("RCRA") (42 U.S.C. § 6901 ET SEQ.) OR REGULATIONS PROMULGATED UNDER RCRA; CHAPTER 361 OF THE TEXAS HEALTH & SAFETY CODE, AS AMENDED ("TSWDA"); (D) CHAPTER 26 OF THE TEXAS WATER CODE, AS AMENDED ("TWC"); THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. § 2601 ET SEQ.); AND (2) ARISING AS THE RESULT OF THEORIES OF STRICT LIABILITY OR UNDER EXISTING LAWS, NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EXECUTION DATE OF THE QUITCLAIM DEED THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION LIABILITY FOR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY RESULT FROM CITY'S OWN NEGLIGENCE.**
- (22) 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 the purchaser, purchaser's estate or purchaser's legal representatives, heirs, executors or administrators. Purchaser hereby waives and releases to seller any rights, claims, or causes of action purchaser may have to an award of damages or a conveyance of the property, in the event of purchaser's death or mental incapacity.
- (23) Purchaser represents and states that purchaser is not purchasing this property on behalf of the immediate and previous foreclosed owner. Purchaser further represents and certifies that purchaser, the individuals or entities submitting the offer to purchase the property, their spouses and any individual, their spouse or entity with a shared controlling interest, have no outstanding judgments owed to the City, no tax delinquencies owed to any of the taxing units party to the tax judgments affected herein, no unpaid liens or fees owed to the City, have not defaulted on a contract with the City within the past twelve months, and that

purchaser has executed and notarized the appropriate affidavit to that effect which is attached hereto as Exhibit E.

- (24) Any notice or communication required or permitted hereunder shall be in writing and delivered by personal delivery, email or first class mail, postage prepaid, addressed to the intended recipient at the address shown below. Any address changes shall be effective only by receipt of a written notice sent to all parties to this contract by certified mail.
- (25) Purchaser states that purchaser is aware that the property may have been declared a public nuisance and/or a public health, safety and fire hazard. Purchaser agrees that it is purchaser's sole responsibility to verify the condition and status of the property and states that before signing this Offer and Purchase Agreement purchaser personally contacted, or caused purchaser's agents or employees to contact, the City, City fire marshal and the City health department within whose jurisdiction this property is situated and has been made aware of any citations, restrictions, public nuisances, health, safety and fire hazards that may exist on this property. The purchaser understands and agrees that any such nuisances, health, safety and fire hazards, if any, shall be purchaser's sole responsibility, obligation and expense to immediately abate. **PURCHASER HEREBY RELEASES, INDEMNIFIES, HOLDS HARMLESS AND SHALL DEFEND THE SELLER FROM ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION, LITIGATION EXPENSES, ATTORNEY'S FEES, LIABILITIES, WARRANTIES AND GUARANTEES ASSOCIATED WITH OR ARISING OUT OF THE SELLER'S CONVEYANCE OF THIS PROPERTY TO PURCHASER AND THE PROPERTY'S STATUS OR CONDITION AND WHETHER OR NOT SUCH CLAIMS, DEMANDS AND CAUSES OF ACTION ARISE FROM THE NEGLIGENCE, INTENTIONAL TORT, WARRANTIES OR GUARANTEES OF THE SELLER, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE PURCHASER, OR ANY THIRD PARTY, THEIR OFFICERS, AGENTS AND EMPLOYEES.**
- (26) Conveyance of the property shall be made and accepted subject to: (i) any interest not acquired by the seller pursuant to the sheriff's deed to seller; (ii) zoning laws, regulations and ordinances of municipal and other governmental authorities; (iii) mineral reservations, severances and leases; (iv) any liens not extinguished by the tax judgment; (v) any and all easements, rights-of-way, and prescriptive rights, whether of record or not, including but not limited to those in favor of seller; (vi) all presently recorded restrictions, reservations, exceptions, covenants, conditions, interests and instruments that affect the property either directly or indirectly; (vii) rights of adjoining owners in any walls and fences situated on a common boundary; (viii) any discrepancies, conflicts or shortages in area or boundary lines; (ix) any encroachments, protrusions or overlapping of improvements affecting the property; (x) any building set back lines affecting the property; (xi) all notes and covenants as shown on the recorded map or plat on which the property is located; (xii) rights of parties in possession of the property; if any; (xiii) right of redemption, if any, of

seller's predecessor in title to the property; and (xiv) post judgment taxes, penalties and interest [unless the sale is pursuant to V.T.C.A. §34.05(j)], prorated taxes and assessments for the current year, taxes and assessments assessed after the date of the quitclaim deed of the property as a result of adjustment or correction of the tax rolls by the Dallas Central Appraisal District, taxes and assessments for all subsequent years, and subsequent taxes and assessments for prior years, due to changes in land usage, ownership, or both, the payment of which purchaser assumes.

- (27) **Seller shall have the absolute right to accept or reject this offer and all other offers on this property at any time for any or no reason whatsoever, and there are no implied guarantees to negotiate or sell the property at all.** Seller reserves the right to withdraw this property from any sale prior to closing.
- (28) The purchaser understands and agrees that this contract and all the terms and conditions herein shall survive the closing of the property and shall not merge into this contract or the Quitclaim Deed.
- (29) All sales are subject to and conditioned upon approval by the City Council of the City of Mesquite, and, if applicable, each taxing unit that is entitled to receive proceeds from this sale.

Purchaser's Signature	_____	Purchaser's Signature	_____
Print Name:	_____	Print Name:	_____
Date:	_____	Date:	_____
Address:	_____	Address:	_____
City, State	_____	City, State	_____
Zip Code	_____	Zip Code	_____
Telephone:	_____	Telephone:	_____
Email:	_____	Email:	_____

All offers must be signed by hand.

EXHIBIT A

NO TITLE-POLICY STATEMENT

Property Address: _____ (the "property")

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.

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 Mesquite from any defects in title of the above referenced property.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date: _____

Date: _____

EXHIBIT B

NO "CONFLICT OF INTEREST" STATEMENT

I/we _____ agree to the following:

1. Neither I/we, nor my/our spouse, is/are a City of Mesquite officer, employee, or City Council appointee to any board or commission.
2. If this offer is submitted on behalf of another person, partnership, corporation or other business entity, I/we swear and affirm that said other person, partnership, corporation or other business entity shall not have a financial interest, direct or indirect, with a City of Mesquite official, employee, or a City Council appointee.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date: _____

Date: _____

EXHIBIT C

MESQUITE

Exhibit C

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

MESQUITE

Exhibit C

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.		Date Received
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.	_____	
	Name of Officer	
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
	A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
	Signature of vendor doing business with the governmental entity	Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

EXHIBIT D

Exhibit D

CERTIFICATE OF INTERESTED PARTIES		FORM 1295		
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY		
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.				
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
_____ Signature of authorized agent of contracting business entity				
AFFIX NOTARY STAMP / SEAL ABOVE				
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.				
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	_____ Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY				

EXHIBIT E

AFFIDAVIT

THE STATE OF TEXAS)

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF DALLAS)

Property Address: _____ (the "property")

BEFORE ME, the undersigned authority, personally appeared _____

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

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

Signature

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)

FREQUENTLY ASKED QUESTIONS

REGARDING THE SALE OF TAX-FORECLOSED PROPERTIES

THESE FREQUENTLY ASKED QUESTIONS ARE PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY AND ARE SPECIFIC TO TAX FORECLOSURE RESALES CONDUCTED BY THE CITY OF MESQUITE.

IT IS THE SOLE RESPONSIBILITY OF THE READER TO ASCERTAIN ALL INFORMATION NECESSARY TO BE AN INFORMED PURCHASER.

1. HOW DOES THE CITY OF MESQUITE DISPOSE OF TAX FORECLOSED PROPERTIES THAT HAVE BEEN STRUCK-OFF TO THE CITY OF MESQUITE?

Properties that are struck-off to the City of Mesquite, as Trustee, are posted on the City of Mesquite website at www.cityofmesquite.com/346/Purchasing, via the link “Sale of Real Estate” and offered for resale.

All properties will be sold in compliance with the City of Mesquite’s Tax Foreclosure Resale Policy and the Offer and Purchase Agreement, copies of which are available for viewing/downloading on said website, and the Texas Property Tax Code including, without limitation, V.T.C.A. Tax Code §34.05. If there is any conflict between terms and provisions of these Frequently Asked Questions, the City of Mesquite’s Tax Foreclosure Resale Policy and the Offer and Purchase Agreement, the terms and provisions of the Offer and Purchase Agreement shall control.

2. DOES THE CITY OF MESQUITE MAINTAIN A MAILING LIST OF INTERESTED PURCHASERS?

If you are interested in receiving future notices of properties offered for sale, you can complete the vendor registration form on the City of Mesquite Purchasing Department website at www.cityofmesquite.com/346/Purchasing.

3. WHEN AND WHERE ARE THE CITY OF MESQUITE’S TAX RESALES ADVERTISED?

“Tax Foreclosed Properties For Sale by the City of Mesquite, Texas” may be viewed/downloaded on the City of Mesquite’s website, www.cityofmesquite.com/346/Purchasing, via the link “Sale of Real Estate.”

4. WHAT ARE POST JUDGMENT TAXES?

Taxes, penalties and interest that accrue against a property for tax years that are not included in the tax judgment [for example, tax years that become due/delinquent after the

entry of the judgment and up to the date the property is sold/struck off at the tax foreclosure sale (Sheriff's Sale)].

5. HOW CAN I ESTIMATE THE AMOUNT OF POST JUDGMENT TAXES, PENALTIES AND INTEREST DUE ON A PROPERTY?

Once the post judgment tax years have been determined, go to:

- The City of Mesquite Tax Office webpage located at www.propertytax.cityofmesquite.com/mesquitetax/ to access property tax information on the property. You may also call the City of Mesquite Tax Office at 972.216.6204. The City of Mesquite Tax Assessor/Collector only collects taxes for the City of Mesquite and Mesquite Independent School District.
- The Dallas County Tax Office webpage located at www.dallascounty.org/applications/english/proptax_intro.html to access property tax information on the property. "The "Taxes Due Detail by Year and Jurisdiction" shows the amount of taxes due by year for those taxing entities for which the Dallas County Tax Assessor/Collector collects taxes. You may also contact the Dallas County Tax Office at 214.653.7811.

See the next question for further clarification.

6. DOES THE CITY OF MESQUITE TAX ASSESSOR/COLLECTOR COLLECT TAXES FOR ALL TAXING ENTITIES LOCATED IN DALLAS COUNTY?

No. It is the purchaser's responsibility to determine who collects the taxes for the taxing unit and to contact those individual tax offices.

- The City of Mesquite Tax Assessor/Collector only collects taxes for the City of Mesquite and Mesquite Independent School District. For information on the City of Mesquite and/or the Mesquite Independent School District taxes, you may view the information at www.propertytax.cityofmesquite.com/mesquitetax/.
- For additional information regarding Dallas County taxes, you may view the information at www.dallascounty.org/departments/taxjurisdictions.php or call 214.653.7811.
- For additional information regarding Kaufman County taxes, you may view the information at https://actweb.acttax.com/act_webdev/kaufman/index.jsp or call 972.932.0288.

7. WILL I BE ABLE TO GET TITLE INSURANCE ON PROPERTY I PURCHASE AT A TAX RESALE?

Underwriting practices vary from one company to the next with regards to tax sale property. You may explore that matter with a title company or fee attorney office of your choice prior to any tax sale purchase.

8. ARE THERE ANY OUTSTANDING MORTGAGES, LIENS OR OTHER ENCUMBRANCES ON THESE RESALE PROPERTIES?

It is the sole responsibility of the purchaser to ascertain this information. It is suggested you do a thorough investigation, including your own title search and engage an attorney to examine all papers on file in the court in the underlying foreclosure suit to determine what, if any, additional encumbrances are against the property.

9. ARE THESE PROPERTIES PAST THEIR REDEMPTION PERIOD?

The conveyance is made subject to the previous owner's right of redemption, if any, as provided in V.T.C.A. Tax Code, §34.05 and §34.21. You should seek legal counsel if you are unsure of the applicable redemption period.

10. HOW CAN I FIND OUT ABOUT ZONING, BUILDING RESTRICTIONS, CODE RESTRICTIONS, ETC., THAT WOULD RESTRICT BUILDING OR USE FOR A PROPERTY?

The uses that are allowed on a particular property are governed by the regulations for the zoning district in which the property is located and other general regulations particular to the City of Mesquite. In order to ascertain the zoning and/or building restrictions of a property and how the use of a property is regulated, you would contact the City of Mesquite's Planning and Zoning Department at 972.216.6216. It is the sole responsibility of the purchaser to ascertain this information; therefore, it is suggested that the purchaser perform a thorough investigation to determine what, if any, restrictions may affect the property.

11. WHAT TYPE OF CONVEYANCE DOCUMENT WILL THE CITY OF MESQUITE EXECUTE TO THE SUCCESSFUL PURCHASER?

The successful purchaser on a property will be issued a Quitclaim Deed.

12. DOES THE CITY OF MESQUITE OFFER A FINANCING PROGRAM?

No.

13. IF I SUBMIT AN OFFER TO PURCHASE PROPERTY AT A RESALE CONDUCTED BY THE CITY OF MESQUITE AND LATER CHANGE MY MIND, MAY I CANCEL THE SALE AND RECEIVE A REFUND OF MY PURCHASE DEPOSIT?

- No, if the decision to cancel occurs after formal acceptance of the offer by the Mesquite City Council.

- Yes, if the decision to withdraw your offer is received before the City Council of the City of Mesquite accepts your offer in compliance with the terms of the applicable Offer and Purchase Agreement.