



THE CITY OF FORT WORTH
TAX-FORECLOSED
SEALED BID PURCHASE AGREEMENT

This Bid Form Contains Changes – PLEASE READ CAREFULLY

STANDARD INSTRUCTIONS

1. A complete bid packet with the property address written outside of the envelope must be submitted for each property. Bid packets received without the written property address will be automatically rejected.
2. Each item below must be included in the bid packet to the City of Fort Worth Purchasing Department located at 1000 Throckmorton Street in the Lower Level of City Hall, Fort Worth, Texas 76102 by the advertised sealed bid sale date for the bid to be considered valid. Faxed, mailed, e-mailed, or bid packets sent by UPS, Fed-Ex or any other delivery service will NOT be accepted. Bids will be opened and read aloud in the Fort Worth Council Chambers, located at 1000 Throckmorton Street, Fort Worth, Texas 76102 at 2:00 p.m. on the advertised sale date.

A COMPLETE BID PACKET INCLUDES THE BELOW ITEMS:

- a. Proof of Certified Fund Letter including a point of contact from a qualified approved financial institution.
**The City of Fort Worth recognizes your certified Fund Letter from your legal banking institution as an offer to purchase the advertised property.*
 - b. Address of the property at the bottom of each page
 - c. Bidder's initials on each page
 - d. The General Conditions, Exhibit A, Exhibit B and Exhibit C must be signed by the Bidder or Bidder's Authorized Representative.
 - i. Exhibit A – “No Title Policy Statement”
 - ii. Exhibit B – “No Conflict of Interest Statement”
 - iii. Exhibit C - “Certification of No Debts Owed to the City of Fort Worth”
 - iv. Bids submitted on behalf of an organization, trust, or a business entity, must include the proper signatory authority documentation (i.e. Secretary of State Information, Articles of Incorporation or Trust Documents) indicating the bidder's ability to sign on behalf of the entity or organization for this sealed bid purchase agreement.
3. Your Bid amount does not include the post-judgment tax amount. The post-judgment tax amount will be paid separately if you are the winning bidder.

Note: Contact Information for Post Judgment Taxes:
Tarrant County Tax Office
Hours Monday: 8:00 AM - 5:00 PM
100 East Weatherford St. Fort Worth TX 76196

Upon City Council approval, the successful bidder must provide City staff with proof of payment of the post-judgment taxes paid to the County. City staff will proceed in depositing the successful bid amount, request release of city liens (only) prepare the deed for appropriate signatures and recording.

If you do not understand the bidding instructions, the bid packets, or any part thereof, please consult the attorney of your choice prior to submitting your bid form.

THE DEADLINE FOR TURNING IN THIS FORM IS SEPTEMBER 24, 2015 BY 1:30 P.M.

THE CITY OF FORT WORTH
TAX-FORECLOSED PROPERTY SEALED BID
PURCHASE AGREEMENT/BID FORM
GENERAL CONDITIONS

(Revised Bid Form – Please Read Carefully)

1. Bidder's Name: _____
Bidder's Address: _____
Bidder's City, State, Zip Code: _____
Bidder's E-mail address: _____
Bidder's Telephone Number: _____

2. Please print name(s) to appear on deed:

I hereby make a bid to purchase the following property on the following terms and conditions:

1. Property Address ("Property") _____
2. Legal Description _____
3. Bid Amount \$ _____ The City reserves the right to reject Bid amounts for any reason.

I understand and acknowledge that by submitting this bid I am making an offer to purchase the Property (defined above), and that if my offer is accepted by the City of Fort Worth, **I hereby agree to abide by all of the terms of this Agreement.** The offer is accepted and this Agreement becomes binding when the City Council approves the sale of the property to the buyer and the buyer tenders to the person designated by the City to accept the full payment by a bank certified check or cashier's check. No deed will be executed by the City after the Agreement becomes binding until buyer provides a proof of payment receipt of post judgment taxes with certified funds.

The land described above and any improvements thereon shall herein be referred to as the "**Property**".

NO DEPOSIT IS REQUIRED

REJECTION OF BIDS

The City reserves the right to reject a bid if it is found that collusion exists among bidders. In addition, if a bidder submits two (2) or more bids on the same Property, the City will automatically reject the lower bid(s). The City reserves the right to reject any bid for any reason.

AS-IS

I understand that the Property is purchased "**as-is, where is, with all faults.**" I understand that it is my responsibility to check for (i) outstanding post-judgment taxes owed to the County, (ii) outstanding or pending City of Fort Worth Code Enforcement actions including but not limited to repair or demolition orders, (iii) roadway access to the Property, (iv) floodplain status, (v) zoning, and (vi) all other due diligence matters or Property conditions. I understand that the City of Fort Worth disclaims responsibility as to the accuracy or completeness of any information relating to the Property for sale and the data in the public advertisement is for information only. The transaction, to the maximum extent allowed by law, is made on an "**as-is, where is, with all faults**" basis and is subject to all visible and apparent easements and any other instruments of records. The

Bidder's Initial _____

Property Address _____

City of Fort Worth specifically disclaims any warranties of habitability or suitability for a particular purpose. **I understand that if I bid on a property and later decide to withdraw my bid for any reason before it is accepted and approved by the City Council and my deed is filed, I will forfeit my deposit. I understand that the City of Fort Worth is not responsible for any misrepresentations, failures of disclosure, errors or any negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction. I understand that the City of Fort Worth is specifically exempt by Texas Property Code 5.008(e) from providing a seller's disclosure concerning the condition of the property.**

POST JUDGMENT TAXES

The buyer will be responsible for any post-judgment taxes that are due as of the date of the conveyance to the buyer. Post-judgment taxes are those taxes that accrue in the time period from the date that the delinquent tax judgment is issued in favor of the taxing entities to the date of the sheriff or constable's deed to the taxing entities. It is the bidder's responsibility to determine the existence of any post-judgment taxes and the City is not responsible for errors. The post-judgment taxes will not be paid from the bid amount; the buyer must pay post-judgment taxes in addition to the bid amount and must show proof of payment of the post-judgment taxes before the City will execute and file the deed.

PURCHASE PRICE

The successful bidder will be notified via certified mail to pay the full purchase price for the property within 5 business days from the date of the letter.

If my bid is accepted, I will pay in full the purchase price by certified bank or cashier's check, made payable to the City of Fort Worth within five (_5_) days. Outstanding post-judgment taxes are paid directly to the Tarrant County Tax Assessor/Collector.

**Contact Information for Post Judgment Taxes:
Tarrant County Tax Office
Hours Monday: 8:00 AM - 5:00 PM
100 East Weatherford St. Fort Worth TX 76196**

The City will not be responsible for undelivered payments by the U.S. Postal Service regular mail. The City will have the right to offer the property to the next highest bidder if the successful bidder does not pay the full purchase price in the time and manner as set forth above.

TIED BIDS

If one or more bidders submit the same amount the bids will be rejected and the property will be placed on the next sealed bid sale.

WAIVER AND RELEASE

I am solely responsible for bringing the Property into compliance with all applicable laws including federal and state statutes and regulations as well as City charter and ordinances.

BY SUBMITTING THIS PROPOSAL, I HEREBY WAIVE AND RELEASE THE CITY FOR ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES OR EXPENSES, INCLUDING ATTORNEY'S FEES WHETHER REAL OR ASSERTED, OF EVERY KIND OR CHARACTER, ARISING OUT OF THE CITY'S ADVERTISEMENT OR NOTICE OF THE SALE OF THE PROPERTY, THE CONDUCTING OF THE SALE OF THE PROPERTY, OR ANY OTHER MATTER RELATED TO THE SALE OF THE PROPERTY. I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO MAKE AN INSPECTION OF THE PROPERTY.

NO TITLE POLICY AND NO CONFLICT OF INTEREST

I understand the City of Fort Worth will not provide a title policy for the Property. I understand that if I decide that I would like a title policy, it is my responsibility to obtain one. Attached is my executed Exhibit "A" (NO TITLE POLICY STATEMENT) and my executed Exhibit "B" (NO CONFLICT OF INTEREST STATEMENT).

THE CITY OF FORT WORTH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

I have read and understand the terms of this agreement. I hereby approve and accept all of the conditions contained in this agreement.

Bidder's Printed Name

Bidder's or Bidder's Authorized Representative's Signature

Bidder's Address

City State Zip

Phone Number

Email Address

NO OUTSTANDING JUDGMENTS OR TAXES OWED

I certify that I/bidder, _____, have no outstanding judgments and do not owe any taxes to the City of Fort Worth.

Bidder's or Bidder's Authorized Representative's Signature(s)

Date

**ADDITIONAL CONDITIONS FOR PURCHASE OF
TAX FORECLOSED PROPERTY**

Deed Without Warranty

The conveyance of the property will be by Tax Resale Deed Without Warranty from the City of Fort Worth, on its own behalf and on behalf of all other taxing entities involved in the tax foreclosure suit, and will be subject to all easements, restrictions, reservations, right-of-way, dedications and other encumbrances of record or apparent upon the Property.

A sample Tax Resale Deed Without Warranty is attached as **Exhibit C**.

AS-IS, WHERE-IS clause to be included in the Deed

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER RELATING TO THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SELLER AND PURCHASER AGREE THAT PURCHASER IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY

REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON-ASSERTIONS BY THE SELLER WITH RESPECT TO THE PROPERTY CONDITION. PURCHASER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING. IT IS UNDERSTOOD AND AGREED THAT THE BID AMOUNT AND THE SUBSEQUENT PURCHASE PRICE HAVE BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. PURCHASER ACKNOWLEDGES AND ACCEPTS ALL THE TERMS AND PROVISIONS BY ITS ACCEPTANCE HEREOF.

The language above will be included in the Tax Resale Deed Without Warranty.

Right of Redemption

State law allows a prior owner of a property to redeem tax foreclosed residential homestead property, agriculturally used property, and mineral interests on or before the second anniversary date on which the deed of the taxing unit was filed for record.

All other tax foreclosed property may be redeemed not later than the 180th day after the date on which the deed of the taxing unit was filed for record.



(Exhibit A)

No Title Policy Statement

I/We _____ would like to purchase the property located at _____ and as part of my /our offer to purchase, I/WE acknowledge the following:

THE CITY OF FORT WORTH WILL CONVEY THE PROPERTY THROUGH THE USE OF DEED WITHOUT WARRANTY AND DOES NOT WARRANTY TITLE TO THE PROPERTY. THE CITY OF FORT WORTH WILL NOT PROVIDE A TITLE POLICY OR TITLE INSURANCE ON THIS REAL ESTATE TRANSACTION. IF YOU NEED A TITLE COMPANY TO ISSUE A TITLE POLICY ON THE PROPERTY, PLEASE CONTACT YOUR TITLE COMPANY TO DETERMINE IF ONE CAN BE ISSUED BEFORE YOU SUBMIT YOUR BID TO THE CITY.

I/We will hold harmless and indemnify the City of Fort Worth from any defects in title of the above referenced property.

Signature

Signature

Printed Name

Printed Name

Date

Date



(Exhibit B)

NO CONFLICT OF INTEREST STATEMENT

I/We _____ certify the following:

1. Neither I/we, nor my/our spouse(s), is/are a City of Fort Worth officer, employee or City Council appointed member of any board or commission. An "officer" is defined as any member of the city council and any person appointed by the mayor or city council to a board, commission or committee established by ordinance, Charter or state law, including appointed hearing officers; provided, no member of an advisory board, task force or any other committee that functions only in an advisory or study capacity shall be deemed an officer (Fort Worth City Code Section 2-237).
2. The submission of the bid proposal and sale of this Property would not violate Chapter 2, Sec. 238 of the Fort Worth City Code, which states as follows:

FORT WORTH CITY CODE OF ORDINANCES

CHAPTER 2, SEC. 238

SEC.2-238. STANDARDS OF CONDUCT

(a) No officer, employee or advisory board member shall knowingly:

(1) Accept or solicit, or knowingly allow his or her spouse or domestic partner to accept or solicit, any benefit from any person, group or business entity that might reasonably tend to influence the officer, employee or advisory board member in the discharge of his or her official duties;

(2) Grant in the discharge of his or her official duties any improper benefit to any person, group or business entity;

(3) Accept or solicit, or knowingly allow his or her spouse or domestic partner to accept or solicit, any benefit, including a promise of future employment, of sufficient economic value that it might reasonably tend to influence the officer, employee or advisory board member in the discharge of his or her official duties, from any person, group or business entity:

a. That is licensed or has a substantial interest in any business entity that is licensed by any city department, agency, commission or board on which the officer, employee or advisory board member serves; or

b. That has a financial interest in any proposed ordinance or decision upon which the officer, employee or advisory board member may or must act or make a recommendation; provided, however, that any officer, employee or advisory board member, and any spouse or domestic partner thereof, may accept travel and related expenses and attend ceremonial functions, provided that such acceptance and attendance have been approved by the city council prior to the occurrence of the ceremonial function.

(4) a. Disclose any confidential information gained by reason of the position of the officer, employee or advisory board member concerning the property, operations, policies or affairs of the city, or use such confidential information to advance any personal interest, financial or otherwise, of such officer, employee or advisory board member, or others.

b. This subsection (a)(4) shall not preclude disclosure of such confidential information in connection with any investigation or proceeding regarding whether there has been a violation of the standards of conduct set forth in this article.

(5) Use one's position or office of employment, or city facilities, personnel, equipment or supplies for the private gain of the officer, employee or advisory board member, or for the private gain of his or her spouse or domestic partner.

(6) Engage or knowingly allow his or her spouse or domestic partner to engage in any exchange, purchase or sale of property, goods or services with the city, except:

a. Rendering services to the city as an officer, employee or advisory board member;

b. The paying of taxes, fines, utility service or filing fees;

c. Subject to restrictions contained in the City Charter, executing and performing any community facilities contract or plat in compliance with laws and regulations applicable to any person; provided, however, that if any city ordinance, rule or regulation allows any discretion by the appropriate officers or employees in the interpretation or enforcement of such ordinance, rule or regulation any such discretion shall be exercised in favor of the city in connection with any such community facilities contract or plat; and

d. Members of advisory boards who are not otherwise officers or employees of the city, may engage in any exchange, purchase or sale of property, goods or services with the city, or enter into a contract with the city, provided, however, that the board of which they are a member has no advisory function or cognizance, direct or indirect, present or prospective, with respect to the transaction in which such advisory board member engages or proposes to engage.

(b) No salaried officer or employee shall knowingly represent, directly or indirectly, any person, group or business entity:

(1) Before the city council or any department agency, board or commission of the city;

(2) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission thereof is a party; or

(3) In any action or proceeding in the municipal courts of the city which was instituted by an officer or employee in the course of official duties, or a criminal proceeding in which any officer or employee is a material witness for the prosecution.

(c) No member of a city board or commission, other than a task force, shall knowingly represent, directly or indirectly, any person, group or business entity:

(1) Before the board or commission of which he or she is a member;

(2) Before a board or commission which has appellate jurisdiction over the board or commission of which he or she is a member;

(3) Before the city council in a matter over which the board or commission of which he or she is a member has authority or an advisory function, direct or indirect, present or prospective, provided that a member of an advisory board who has been elected or appointed to serve as chair or acting chair may present a recommendation to the city council on a matter over which the advisory board has authority if a majority of the members of the advisory board have voted in favor of such recommendation;

(4) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission thereof is a party; or

(5) In any action or proceeding in the municipal courts of the city which was instituted by an officer or employee in the course of official duties, or a criminal proceeding in which any officer or employee is a material witness for the prosecution.

(d) No member of a task force shall knowingly represent, directly or indirectly, any person, group or business entity:

(1) Before a board or commission which has appellate jurisdiction over the task force of which he or she is a member; or

(2) Before the city council in a matter over which the task force of which he or she is a member has an advisory function, provided that a member of task force who has been elected or appointed to serve as chair or acting chair may present a recommendation to the city council on a matter over which the task force has authority if a majority of the members of the task force have voted in favor of such recommendation.

(e) The restrictions in this section do not prohibit the following:

(1) An employee or member of a city board or commission (other than city council), or his or her spouse or domestic partner, appearing before the city council or a city department, agency, board or commission to represent himself or herself in a matter affecting his or her property: provided, however, that no such person, or his or her spouse, shall appear before the board or commission of which he or she is a member;

(2) An employee or officer of an employee organization appearing before the city council or a city department, agency, board or commission to address employment matters;

(3) Otherwise eligible employees or their spouses or domestic partners from participating in federal or state-funded programs administered through the City of Fort Worth where the benefits of such programs are available to members of the general public and where the employee has no administrative, evaluative or decision-making authority concerning the program in which he or she wishes to participate;

(4) A partner, associate or relative of a member of the city council, or of a salaried officer or employee, from representing a person, group or business entity in an action or proceeding in the municipal courts of the city which was instituted by an officer or employee in the course of official duties, or in a criminal proceeding in which an officer or employee is a material witness for the prosecution; or

(5) A member of a task force from participating in or voting on any matter before the task force to which the member has been appointed, notwithstanding any other provision of this section.

(Ord. 20548-12-2012, § 1, passed 12-18-2012, eff. 12-22-2012)

(Ord. 20548-12-2012, § 1, passed 12-18-2012, eff. 12-22-2012)

Signature
Printed Name: _____
Date: _____

Signature
Printed Name: _____
Date: _____

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

TAX RESALE DEED
WITHOUT WARRANTY**

STATE OF TEXAS §

COUNTY OF TARRANT §

THAT the City of Fort Worth, a municipal corporation of Tarrant County, Texas, Grantor, acting by and through _____, its duly authorized Assistant City Manager, acting for the use and benefit of itself and the **(taxing entities)**, hereinafter referred to collectively as "Grantor", for and in consideration of **Dollar Amount (\$000.00)**, paid to it by **Buyer**, "Grantee", the receipt and sufficiency of which is hereby acknowledged, does convey unto the said **Buyer**, all of its right, title and interest acquired or held by the Grantor in and to the following described real property situated in Tarrant County, Texas, to wit:

[LEGAL DESCRIPTION]

The City of Fort Worth was named Grantee on its own behalf and on behalf of the taxing entities named above in a deed dated **date deed was signed**, which was recorded in **Instrument No. D0000000**, County Records, Tarrant County, Texas, on **recording date**.

This Tax Resale Deed Without Warranty is made subject to, and Grantee acknowledges, the right of redemption as provided in the Texas Property Tax Code, Section 34.21.

Grantee acknowledges that Grantor has not made and does not make any representations as to the physical condition, or any other matter affecting or related to the property or any improvements thereon.

Property Address _____

M&C _____

Bidder's Initial _____

Property Address _____

BY THE ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR RELATING TO THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON-ASSERTIONS BY THE GRANTOR WITH RESPECT TO THE PROPERTY CONDITION. GRANTEE TAKES THE PROPERTY UNDER

THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. IT IS UNDERSTOOD AND AGREED THAT THE BID AMOUNT AND THE SUBSEQUENT PURCHASE PRICE HAVE BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. GRANTEE ACKNOWLEDGES AND ACCEPTS ALL THE TERMS AND PROVISIONS BY ITS ACCEPTANCE HEREOF.

This Tax Resale Deed Without Warranty is expressly made and accepted by Grantee subject to any and all restrictions, existing easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, covenants, conditions, zoning laws, regulations, ordinances of municipal and other governmental authorities and reservations, including, but not limited to, minerals previously reserved or conveyed, if any, relating to the property, but only to the extent that they are still in effect.

TO HAVE AND TO HOLD all of its right, title and interest in and to the above described premises, together with, all and singular, the rights and appurtenances thereto in any manner belonging unto Grantee, and assigns, forever, so that neither Grantor nor its successors and assigns, nor any person or persons claiming under it, shall at any time hereafter have, claim or demand any right, title or interest to the aforesaid property, premises or appurtenances, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument is executed on the _____ day of _____ 20__.

CITY OF FORT WORTH

By: _____
Assistant City Manager

APPROVED AS TO FORM AND LEGALITY:

By: _____
Assistant City Attorney

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the City of Fort Worth, a municipal corporation of the State of Texas, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 20__.

Notary Public in and for the State of Texas