



**City of Fort Worth  
Tax Foreclosed Sealed Bid Sale  
JULY 30, 2015**

The City of Fort Worth is accepting bids for the tax-foreclosed property listed below from July 9, 2015 through July 30, 2015.

**Bid Packets Due:**

Please submit completed bid packet to the Purchasing Department located on the Lower Level of City Hall at 1000 Throckmorton Street **no later than 1:00 p.m. on July 30, 2015.**

**Bid Opening**

The public bid opening will be held on July 30, 2015 at 2:00 p.m. on the 2<sup>nd</sup> Floor of City Hall in the City Council Chamber, located at 1000 Throckmorton Street, Fort Worth, TX 76102.

**Bid Forms**

For your convenience, please contact the Property Management Department Real Property Services Division Monday through Friday from 8:30 a.m. to 4:30 p.m. at 817-392-7590, 817-392-2388 or 817-392-6253 to request a Bid Packet be mailed to you. Bid Packets will also be made available for pick-up the week of Monday, July 27 through Wednesday, July 29 from 10:00 AM-3:00 PM on the first floor of the City Hall Annex Gordon Swift Building located at 900 Monroe St. Fort Worth, Texas, 76102 or you can download a bid packet at the following link:

<http://fortworthtexas.gov/propertymanagement/realproperty/>. **THE CITY OF FORT WORTH IS NOT RESPONSIBLE FOR BID PACKETS NOT DELIVERED TO THE BIDDER.**

**ADDITIONAL INFORMATION ABOUT THE PROPERTY**

The tax-foreclosed property was built during the 1930's and has a local historic designation. The property is in poor condition due to neglect and fire damage. There is a large hole in the roof and majority of the floor has sustained fire damage. The City proposes to sell the tax-foreclosed property in order to help mitigate the negative impact the building has on the local neighborhood and to the adjacent property owner(s). Income producing properties listed on the National Register of Historic Places may be eligible for up to 45% in Federal/State Historic Tax Credits for rehabilitation. A general overview of eligibility requirements can be found at:

<http://www.thc.state.tx.us/public/upload/publications/Tax%20Credits%20Comparison%20Chart.pdf>.

**Inspection of Property**

The property listed below will be open and available for inspection on Thursday July 16, 2015 from 7:30 a.m. to 11:30 a.m. In order to view and enter the property; each person entering the property must sign a Waiver and Release in favor of the taxing entities. The Waiver and Release will be available at the subject property.

Successful Highest Bidders of tax-foreclosed properties are responsible for paying the amounts as described below.

**Sale Advertisement of Tax Foreclosed Property Address  
2717 Avenue B  
Fort Worth, Texas**

Street No.	Address	TAD No.	Current Zoning	To Be Rezoned	Minimum Bid Requirements	Public Notice Legal Description**
2717	Avenue B	00242446	MU-1/ HC	No	To meet the Minimum Bid Requirements, bidders must 1) Bid at least \$100.00*; 2) Provide a Letter of Credit or certified proof of funds in the amount of at least \$200,000 or CONFIRMATION OF FUNDS FROM THEIR FINANCIAL INSTITUTION WHICH STATES FUNDS ARE to be used to renovate and rehabilitate the Property; 3) Provide verifiable proof SUCH AS A PROJECT PORTFOLIO that the bidder has experience and has COMPLETED rehabilitating historic buildings; and 4) Complete the Bid Form and Provide the Bid Amount by Cashier's Check ONLY	Lots 4 through 9, Block 2, out of the Boaz & Dillow Addition

**\*Bidders can submit any amount over \$100.00**

**\*\*Legal descriptions are based upon the Constable's Deed (D214056227) received from the County Constable Sale.**

**The bidder is responsible for determining if the legal description is correct.**

To bid on this tax-foreclosed property in this sale, a Tax Foreclosed Sealed Bid Form and deposit must be submitted to the City's Purchasing Department, Lower Level of City Hall, 1000 Throckmorton St., Fort Worth, TX 76102 **by no later than 1:00 p.m. on July 30, 2015**. A bid form packet can be found at: <http://fortworthtexas.gov/propertymanagement/realproperty/>. Bids are opened and read publicly at approximately 2:00 p.m. on July 30, 2015 in the Council Chamber located on the Second Floor of City Hall at 1000 Throckmorton Street, Fort Worth, Texas. **BIDS RECEIVED AFTER 1:00 P.M. ARE LATE AND WILL BE REJECTED.**

All deposits (10% if bid amount exceeds \$5,000.00 and full payment if < \$5,000.00) submitted with the Bid Form must be in the form of a **Cashier's Check – No Exceptions**.

The City will require bidders to certify that they have no outstanding City of Fort Worth judgments or delinquent taxes. Successful bidders shall be responsible for paying any delinquent property taxes, post-judgment taxes, court costs, federal tax liens, penalties and interest that continue to accrue and any other charges or liens that were not a part of the foreclosure lawsuit.

**The tax-foreclosed property is available for purchase on an “as is” and with all faults basis.** The City of Fort Worth refuses to accept any responsibility for the condition of any tax-foreclosed property. This tax-foreclosed property could be subject to flooding and it is the bidder's responsibility to check flood plain maps. The City of Fort Worth specifically disclaims all warranties of habitability or suitability for a particular purpose. Bidders and buyers should be aware that the Texas Property Code Section 5.008(e) (9) specifically exempts governmental entities from providing a seller's disclosure relating to the condition of the property and any improvements on the property. *All bidders are responsible to perform due diligence on the property BEFORE submitting their bid.*

The City of Fort Worth, by advertising these properties, makes no warranty concerning zoning or as to whether or not the property so advertised may be utilized for any particular purpose. Therefore, it is the responsibility of the bidder to examine all applicable building codes and ordinances to determine whether the property in question is for the purpose desired. Current year property taxes will not be prorated, and will be the full responsibility of the buyer.

The City of Fort Worth assumes no responsibility as to the accuracy of any fact relating to the property for sale. The data reflected in the items above is for information only. All sales are “as is” to the successful bidder on a “Buyer Beware” basis.

**The City reserves the right to reject all bids and reserves the right to remove the property from the sale at any time. The sale of this tax-foreclosed property requires formal approval by the Fort Worth City Council.**

Be advised that if you need a title company to issue a title policy on this property please contact a title company of your choice to determine if a policy will be issued before submitting your bid.

For further information pertaining to the sale, please contact the Property Management Department Real Property Division at (817) 392-7590, (817) 392-2388 or (817) 392-6253 or visit our website address at: <http://fortworthtexas.gov/propertymanagement/realproperty/>.

# Tarrant Appraisal District

## Real Estate

07/07/2015

**Account Number:** 00242446  
**Georeference:** [2940-2-4](#)  
**Property Location:** 2717 B AVE, FORT WORTH, 76105



**Owner Information:** FORT WORTH CITY OF  
1000 THROCKMORTON ST  
FORT WORTH TX 76102-6311

**Legal Description:** BOAZ & DILLOW ADDITION  
Block: 2 Lot: 4  
THRU 9

**Taxing Jurisdictions:** 026 CITY OF FORT WORTH  
220 TARRANT COUNTY  
905 FORT WORTH ISD  
223 REGIONAL WATER DISTRICT  
224 TARRANT COUNTY HOSPITAL  
225 TARRANT COUNTY COLLEGE

### [3 Prior Owners](#)

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database

### Proposed Values for Tax Year 2015

	Land	Impr	2015 Total ††
Market Value	\$13,750	\$223,775	\$237,525
Appraised Value †	\$13,750	\$223,775	\$237,525
Gross Building Area †††			8,285
Net Leasable Area †††			6,855
Land SqFt			27,500
Land Acres			0.6313

† Appraised value may be less than market value due to state-mandated limitations on value increases

†† A zero value indicates that the property record has not yet been completed for the indicated tax year

††† Rounded

### 5-Year Value History

Tax Year	Appraised Land	Appraised Impr	Appraised Total	Market Land	Market Impr	Market Total
2014	\$13,750	\$223,775	\$237,525	\$13,750	\$223,775	\$237,525
2013	\$13,750	\$223,775	\$237,525	\$13,750	\$223,775	\$237,525
2012	\$13,750	\$223,775	\$237,525	\$13,750	\$223,775	\$237,525
2011	\$13,750	\$223,775	\$237,525	\$13,750	\$223,775	\$237,525
2010	\$13,750	\$223,775	\$237,525	\$13,750	\$223,775	\$237,525

2015 Notice Sent:

Protest Deadline:

**Exemptions:** PUBLIC PROPERTY 11.11

**Property Data:**

**Appraisal Site:** 80025323

**Deed Date:** 03/05/2014  
**Deed Page:** 00242446  
**Deed Volume:** 0000000  
**Instrument:** D214056227

**State Code:** F1 Commercial

**TAD Map:** [2060-388](#)  
**MAPSCO:** TAR-078K  
**Agent:**

**Site Name:** OWENS CHAPEL MINISTRIES

**Class:** Worship Center/Church  
**# of Parcels:** 1

**Primary Building:**  
**Building Name:** OWENS CHAPEL MINISTRIES / 0024  
**Building Type:** Commercial  
**Year Built:** 1937

Electronically Recorded

Tarrant County

Constable's Deed Struck off in Delinquent Tax Suit

3/24/2014 10:33 AM

D214056227

THE STATE OF TEXAS

Know All Men by These Presents: \$20.00

COUNTY OF TARRANT

Submitter: XEROX COMMERCIAL

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

THAT WHEREAS, by virtue of an Order of Sale issued out of the District Court of Tarrant County, Texas, for the 236th Judicial District, Cause No. B39015-09, in favor of CITY OF FORT WORTH, TARRANT COUNTY, FORT WORTH INDEPENDENT SCHOOL DISTRICT, TARRANT COUNTY HOSPITAL DISTRICT, TARRANT REGIONAL WATER DISTRICT and TARRANT COUNTY COLLEGE DISTRICT

As Plaintiff(s) and

as as Intervenor(s), and as Impleaded Party Defendant against

MT. MORIAH BAPTIST CHURCH  
CITY OF FORT WORTH (LIENHOLDER, IN REM ONLY)

and the unknown owner or owners of the following described property; and the executors, administrators, guardians, legal representatives, devisees of the above named persons, and any and all other persons including adverse claimants, owning or having or claiming any legal or equitable interest in or lien upon the hereinafter described property who were duly served with process either personally or by means of citation by posting/publication

Defendant(s),

on certain Judgment and Decree of Sale, rendered on the 28th day of December, A.D. 2012, and directed and delivered to the Constable, Pct. 3 of Tarrant County, Texas, commanding me to levy upon, seize and sell the land or lots herein described to satisfy said Judgment, the same being for taxes, penalties, interest and costs due on the hereinafter described lands, together with post judgment interest thereon as allowed by law;

I, Darrell Huffman, Constable, Pct. 3 as aforesaid, did on the 21st day of January, 2014, levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of sale by \*an advertisement in the English language, published once a week for three consecutive weeks preceding said sale, the first publication appearing not less than twenty days immediately preceding the date of sale, beginning on the 11th day of February, 2014, in the Fort Worth Commercial Recorder, a newspaper published in the County of Tarrant, + posting such notice in writing in three public places in the county, one of which was at the courthouse door of said County, for at least twenty days successively next before the date of sale, stating in said advertisement the authority by virtue of which said sale was to be made, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering/mailling a similar notice to MT. MORIAH BAPTIST CHURCH; et al, Defendant(s), and on the first Tuesday in March, 2014, within the hours prescribed by law, sold said real property at public vendue, in the County of Tarrant at the Court House door thereof, at which sale the property hereinafter described was struck off to City of Fort Worth, for the sum of \$71,030.94 DOLLARS, he, she, they being the highest bidders therefor, and that being the highest bid for the same.

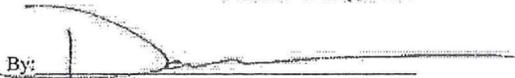
NOW, THEREFORE, in consideration of the premises aforesaid, and of the payment of said sum of \$71,030.94 DOLLARS, receipt of which is hereby acknowledged, I, Darrell Huffman, Constable, Pct. 3, as aforesaid, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said City of Fort Worth, all the estate, right, title and interest, if any, which the said, MT. MORIAH BAPTIST CHURCH; et al, Defendant(s), had on the January 21st A.D. 2014, or at any time afterwards, in and to the following described land and premises, as described in the Order of Sale, viz:

ACCT. NO. 00242446; LOTS 4 THROUGH 9, BLOCK 2, OUT OF THE BOAZ & DILLOW ADDITION, SITUATED IN THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS AND LOCATED WITHIN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT AS SHOWN BY A DEED OF RECORD AT VOLUME 11359, PAGE 648 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS

TO HAVE AND TO HOLD the above described premises, subject, however, to the Defendant's right to redeem the same in the manner prescribed by law, unto the said City of Fort Worth in trust for the use and benefit of itself and the said Plaintiff(s) and/or Intervenor(s) as provided by the laws of this state, as fully and as absolute as I, as Constable, Pct. 3, aforesaid, can convey by virtue of said sale aforesaid, subject, however, to the defendant(s) right to redeem the same in the manner prescribed by law from the date of the filing of this deed,

IN TESTIMONY WHEREOF, I have hereunto set my hand, this the 5th day of March 2014.

Darrell Huffman, Constable, Pct. 3  
Tarrant County, Texas

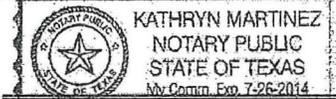
By: 

Darrell Huffman, Constable

THE STATE OF TEXAS BEFORE ME, A Notary Public  
COUNTY OF TARRANT in and for

TARRANT County, Texas, on this day personally appeared Darrell Huffman, Constable, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same as Constable, Pct. 3 aforesaid, for the purposes, consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of March, A.D. 2014.





THE STATE OF TEXAS  
COUNTY OF TARRANT I, \_\_\_\_\_, Clerk of the County Court of  
said County, do hereby certify that the above instrument of writing, dated on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
together with its Certificate of Authentication, was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the \_\_\_\_\_ Records of said County, Vol. \_\_\_\_\_ on  
pages \_\_\_\_\_ WITNESS my hand and seal of the County Court of said County, at office in  
\_\_\_\_\_ the day and year last above written.

\_\_\_\_\_  
Clerk C.C. \_\_\_\_\_ County

By \_\_\_\_\_ Deputy

Unofficial Copy



## **July 30, 2015 BID SALE**

**THE CITY OF FORT WORTH**

**TAX-FORECLOSED PROPERTY LOCATED AT 2717 AVE B FORT WORTH TX**

**SEALED BID PURCHASE AGREEMENT**

### **INSTRUCTIONS**

- 1. A separate complete bid packet must be submitted in a sealed envelope for each property. Each sealed envelope must contain only one bid packet for a single property. If 2 or more properties are listed on the same envelope, or if an envelope contains 2 or more bid packets, the entire envelope and all bid packets will be rejected. Bids for the July 30, 2015 bid sale will only be accepted if they are on the July 30, 2015 bid form.**
  
- 2. All of the items listed below must be completed and submitted by 1:00 p.m. on Thursday, July 30, 2015 in the City of Fort Worth Purchasing Department located at 1000 Throckmorton Street, Fort Worth, Texas 76102 in order for the bid to be considered valid. Bids that are faxed, mailed, e-mailed, or sent by UPS, Fed-Ex or any other delivery service will not be opened or considered. Bids will be read aloud in the Fort Worth Council Chambers, 1000 Throckmorton Street, Fort Worth, Texas 76102 at 2:00 p.m. on Thursday, July 30, 2015.**
  
- 3. In order for a Bid Form to be considered complete, it must contain the following:**
  - a. All pages have the address of the property at the bottom of the page**
  - b. All pages have been completely filled out and initialed by the Bidder**
  - c. The General Conditions, Exhibit A and Exhibit B have been signed by the Bidder or Bidder's Authorized Representative.**
    - i. When submitting a bid in the name of a business entity, trust or organization, Bidder must provide authorization by the entity to submit the bid and purchase the property and signatory authority documenting the bidder's ability to sign on behalf of the entity or organization and bid the entity in the real estate transaction.**
  - d. The Bid Packet must be inside a sealed envelope with the address of the property that is being bid upon written on the outside of the envelope. Envelopes that do not have the address written on the outside will be automatically rejected.**
  - e. Bid Deposit must be in the form of a Cashier's Check payable to the City of Fort Worth. The failure to include the Bid Deposit will cause the bid to be automatically rejected.**
  
- 4. Submission of the Bid Form and the Bid Deposit is considered an offer to purchase the listed property. If the Bid amount is less than \$5,000.00, and the City Council accepts the Bid, the City will record the deed as requested by the successful bidder and the successful bidder shall be responsible to pay all post judgment taxes that are due. If the Bid amount is \$5,000.01 or more, and the City Council accepts the Bid, the City will record the deed once the successful bidder submits the remaining balance of the bid amount and the post judgment taxes, as requested in a letter to be sent to the successful bidder.**

## INSTRUCTIONS TO COMPLETE THE BID PACKET.

- Fill in the property address and initial at the bottom of each page.
- Fill in bidder's name and contact information (page 3).
- Fill in the name or names you would like to appear as the Grantee on the Tax Resale Deed if you are the successful bidder (page 3).
- Fill in the property address, including the street number and street name of the property on which you would like to place a bid (page 3).
- Fill in the legal description, including lot, block, addition or subdivision (page 3).
- Fill in your total bid amount in dollars and cents (page 3).

### 1. MINIMUM BID REQUIREMENTS FOR THIS TAX FORECLOSED PROPERTY

#### 2. Bidder's Must

- Bid at least \$100.00
- Provide a Letter of Credit or Certified Proof of Funds in the amount of at least \$200,000.00 or **CONFIRMATION OF FUNDS FROM THEIR FINANCIAL INSTITUTION WHICH STATES FUNDS ARE TO BE USED TO RENOVATE AND REHABILITATE THE PROPERTY;**
- Provide verifiable proof **SUCH AS A PROJECT PORTFOLIO** that the bidder has experience and has **COMPLETED** rehabilitating historic buildings; and
- Complete the Bid Form and provide the Bid Amount by Cashier's Check **ONLY**

#### 3. Fill in the correct Bid Deposit and include the correct Bid Deposit in the form of a cashier's check.

##### **Money orders will not be accepted.**

- a. If your Bid amount is \$5,000.00 or less, your Bid Deposit must be the entire amount of your Bid. For example, if your Bid amount is \$4,200.00, your Bid Deposit is \$4,200.00.
- b. If your Bid amount is \$5,000.01 or more, your Bid Deposit is 10% of your total bid amount. For example, if your Bid amount is \$10,000.00, then your 10% deposit will be \$1,000.00 (page 3).

**Bids with the incorrect Bid Deposit will be automatically rejected. Bids with money orders will be automatically rejected. Any Bid that does not meet the minimum Bid will be automatically rejected.**

*Your bid amount and Deposit do not include the post-judgment tax amount. The post-judgment tax amount will be paid separately if you are the winning bidder.*

#### 4. Complete the following on page 6:

Bidder's Signature	City, State, Zip
Printed Name	Phone Number
Bidder's Address	Email Address

#### 5. Complete, sign and date Exhibit A (page 9) and Exhibit B (page 10).

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

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

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:**  
**THE DEADLINE FOR TURNING IN THIS FORM IS July 30, 2015 at 1:00p.m.**

1. Property Address ("Property") \_\_\_\_\_

2. Legal Description \_\_\_\_\_

3. Bid Amount \$ \_\_\_\_\_

4. Deposit Amount \$ \_\_\_\_\_ For Bid amounts less than \$5,000.00, the entire Bid amount must be submitted as the Deposit. For bids equal to or higher than \$5,000.01, 10% of the Bid amount must be submitted as the Deposit. Bids with the incorrect Bid amount shall be automatically rejected.

PLEASE STAPLE BID DEPOSIT HERE.

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 when the City Council approves of the sale of the property and the buyer tenders to the person designated by the City to accept the funds, the entire balance of the bid by certified funds. No contract for the sale of the property is final and no deed will be filed transferring title until the City Council approves the sale and the buyer tenders the remaining balance by certified funds to the person designated by the City if any is due.

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

### **DEPOSIT**

I have included a Certified Cashier’s Check payable to the City of Fort Worth for the required deposit of the entire bid amount if the bid is \$5,000.00 or less or for 10% of the bid amount if the bid is \$5,000.01 or more. Failure to submit the correct deposit amount will result in the bid being automatically rejected. **Failure to meet the minimum bid will result in the bid being automatically rejected.**

### **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 or pending City of Fort Worth Code Enforcement actions including but not limited to repair or demolition orders, (ii) roadway access to the Property, (iii) floodplain status, (iv) zoning, and (v) 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 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**

All taxes from previous years and post-judgment taxes, if applicable, shall be due at the closing; current year taxes shall be the responsibility of the successful bidder. Post judgment taxes will continue to accrue at the rate of one percent per month until the date that the deed to the property is recorded, and buyers may receive a bill post-closing for those accrued taxes. All taxes owed on the property, including the additional accrued post judgment taxes described above, are the sole responsibility of the buyer. It is the bidder’s responsibility to ensure that the estimate of post judgment taxes stated in the advertisement is accurate. The City is not responsible for errors.

## **PURCHASE PRICE**

If my bid is accepted, I will pay in full (i) the balance of the purchase price owed **LESS THE DEPOSIT** by Certified Cashier's Checks, made payable as directed by the City of Fort Worth, and (ii) post judgment taxes, if applicable, by Certified Cashier's Checks, made payable to Tarrant County Tax Assessor/Collector. Full payments must be made within 10 business days from the date of the letter notifying me that my bid has been accepted by the City. The purchase price and post-judgment taxes should be submitted as directed by City.

**If the Bid amount is less than \$5,000.00, and the City Council accepts the Bid, the City shall deposit the Bid Deposit as the Purchase Price and the City will record the deed as requested by the successful bidder, and the successful bidder shall be responsible to pay the post judgment taxes.**

**If the Bid amount is \$5,000.01 or more and the successful bidder fails or refuses to pay the balance of the purchase price and the post judgment taxes by the City's deadline, the bidder's total deposit shall automatically be retained by the City of Fort Worth as liquidated damages, and the City will have the right to offer the property to the next highest bidder.**

I hereby represent by submitting this proposal that I am financially capable and have ready access to sufficient funds to pay the balance of the purchase price. The deposit will be returned without interest if my bid is not accepted. The City of Fort Worth's responsibility to return the deposit to me shall extend only to depositing same in the U.S. Postal Service regular mail to the undersigned at the address provided on or before thirty (30) days from the date the bid is rejected.

## **TIED BIDS**

If one or more bidders submit the same amount, and that amount is the highest amount bid, then the tie shall be broken as follows. Within three (3) business days of the sealed bid sale, a representative of the City of Fort Worth will call each tied bidder to notify them that there is a tie. If no phone number is listed on page 6 of the bid packet, then the City representative will send the bidder an email. If no email address is listed on page 6 of the bid packet, then the City is under no obligation to contact such bidder.

The tie will be resolved at a drawing to be held in City Council chambers on the Thursday following the sealed bid sale. The tied bidders are welcome to attend, but attendance is not required. At that drawing, the names of each tied bidder will be entered into a pot, and a representative of the City will draw a name. The first name drawn will be deemed the highest bidder. The City representative will continue to draw names until the pot is empty. The order in which the additional names are drawn will determine the order in which the remaining bidders will be contacted if the highest bidder fails to tender all funds due.

## **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 ANY RIGHTS I MAY HAVE, EITHER NOW OR IN THE FUTURE, TO UNDERTAKE ANY LEGAL OR EQUITABLE ACTION AGAINST THE CITY OF FORT WORTH FOR FAILURE OF THE CITY TO FULLY ADVERTISE OR NOTICE THE SALE OF THE PROPERTY OR TO PROPERLY CONDUCT THE SALE OF THE PROPERTY AND HEREBY COVENANT NOT TO SUE AGENTS OF THE CITY OF FORT WORTH. I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO MAKE AN INSPECTION OF THE PROPERTY. UPON MY DEATH OR MENTAL INCAPACITY, THE BID**

**SUBMITTED SHALL BECOME NULL, VOID AND UNENFORCEABLE AND THE CITY OF FORT WORTH SHALL HAVE NO FURTHER OBLIGATION TO MY ESTATE, MY GUARDIAN OR ME. ON BEHALF OF MY HEIRS, MY ESTATE OR ME, 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.**

**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

Bidder's Initial \_\_\_\_\_

**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 180<sup>th</sup> day after the date on which the deed of the taxing unit was filed for record.

**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. 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.



(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. BE ADVISED 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.
2. The submission of the bid proposal and sale of this Property would not violate Code 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 city officer, employee or advisory board member, or their spouses, shall knowingly:
- (1) Accept or solicit any benefit from any person, group or business entity that might reasonably tend to influence him in the discharge of his official duties;
  - (2) Grant in the discharge of his official duties any improper benefit to any person, group or business entity;
  - (3) Accept or solicit any benefit, including a promise of future employment, of sufficient economic value that it might reasonably tend to influence him, in the discharge of his official duties, from any person, group or business entity:
    - a. Who 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 city officer, employee or advisory board member serves; or
    - b. Who has a personal financial interest in any proposed ordinance or decision upon which the city officer, employee or advisory board member may or must act or make a recommendation; provided, however, that any city officer, employee or advisory board member and any spouses, 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) 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. This subparagraph (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 city officer, employee or advisory board member, or for the private gain of his spouse.
  - (6) 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 charter of the city, 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 of the city 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;
- d. Members of advisory boards set up by ordinance, charter or state law 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 member of the city council, salaried city officer or city 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 a city officer or employee in the course of official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.

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

- (1) Before the board of 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;
- (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 a city officer or employee in the course of official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.

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

- (1) A city employee or member of a city board or commission (other than city council), or his or her spouse, 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; or
- (2) A city employee or officer of an employee organization appearing before the city council or a city department, agency, board or commission to address employment matters; or
- (3) Otherwise eligible city employees or their spouses 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 city 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 city 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 a city officer or employee in the course of

official duties, or in a criminal proceeding in which a city officer or employee is a material witness for the prosecution.

(Ord. No. 10617, § 1(1), 6-26-90; Ord. No. 10751, § 1, 12-18-90; Ord. No. 10739, § 1, 12-6-90; Ord. No. 11428, § 1, 10-19-93; Ord. No. 12611, § I(2), 8-8-96; Ord. No. 12612, § I, 8-8-96; Ord. No. 12839, § 1, 1-28-97)

\_\_\_\_\_  
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.

**Aka: street address**

**M&C No.** \_\_\_\_\_

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.

**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 \_\_\_\_\_ 2015.

CITY OF FORT WORTH

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

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Assistant City Attorney  
City of Fort Worth

**ACKNOWLEDGMENT**

STATE OF TEXAS           §

COUNTY OF TARRANT   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, Assistant City Manager, 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 \_\_\_\_\_ 2015.

\_\_\_\_\_  
Notary Public in and for the State of Texas