

**OFFER TO PURCHASE**

\_\_\_\_\_ Offer

THIS OFFER TO PURCHASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as “PURCHASER”, and Shelby County Government, hereinafter referred to as “SELLER”; title to be vested in the name of \_\_\_\_\_.

**W I T N E S S E T H:**

WHEREAS, **SELLER** owns certain real property situated and being in the County of Shelby, State of Tennessee, to-wit:

Real Property acquired by Shelby County Government as described in the Chancery Court of Shelby County, Tennessee as follows:

Cause T.R.D. No. \_\_\_\_\_ Exhibit No. \_\_\_\_\_ Trustee’s Tax Sale No. \_\_\_\_\_

Property Address: \_\_\_\_\_ Tax Parcel No. \_\_\_\_\_

Property Status: Improved \_\_\_\_ Vacant \_\_\_\_ Type Improvements: \_\_\_\_\_

WHEREAS, **SELLER** is desirous of selling the above described real property and **PURCHASER** is agreeable to purchase said real property from **SELLER** under certain terms and conditions for **PURCHASER’S** intended use for \_\_\_\_\_.

NOW, THEREFORE, IN CONSIDERATION of the premises aforesaid and the terms and conditions recited hereinbelow, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, **PURCHASER** does hereby agree to purchase the above described real property in accordance with the following:

**1. TERM OF AGREEMENT**

This Agreement shall continue for a period of Ninety (90) calendar days from the date hereof.

**2. CONSIDERATION**

**PURCHASER**, in consideration of the mutual agreements of **SELLER** hereinafter set forth, agrees to pay **SELLER** as the purchase price \_\_\_\_\_ **DOLLARS (\$ \_\_\_\_\_)**, of which \_\_\_\_\_ **DOLLARS (\$ \_\_\_\_\_)** as a good faith deposit to be paid to **SELLER**, the receipt of which is hereby acknowledged, with the balance of the purchase price to be paid at the required closing.

In addition to the hereinabove stated purchase price, **PURCHASER** agrees to pay **SELLER** an advertising, notification and processing fee in the amount of TWO HUNDRED AND NO/100 DOLLARS (\$ 200.00), to be tendered to **SELLER** by **PURCHASER** upon **PURCHASER’S** execution of this Offer to Purchase, the receipt of which is hereby acknowledged. **PURCHASER** understands and agrees that the above described good faith deposit and advertising, notification and processing fee shall be nonrefundable, once the **PURCHASER** is declared the successful bidder.

**SELLER**, in consideration of the aforesaid promises of **PURCHASER**, agrees to deliver to **PURCHASER** within the term of this Agreement a Quit Claim Deed conveying all of **SELLER’S** right, title and

interest in and to the hereinabove described real property, free and clear of any and all encumbrances, except for any and all easements of record and easements for all existing utility, sanitary sewer and drainage facilities located thereon.

**3. PROPERTY CONDITION**

**PURCHASER** agrees to accept the above described real property in its “**AS IS-WHERE IS**” condition, without representations or warranties of any kind, either expressed or implied, by **SELLER** as to title, physical or environmental condition, code and/or housing violations, merchantability, or fitness for any use or purpose or any other representations of any kind whatsoever.

**4. SALES PROCEDURE**

**PURCHASER** and **SELLER** mutually agree that the sale of the above described real property shall be processed in accordance with **SELLER’S** Delinquent Tax Property Sales Procedure pursuant to T.C.A §67-5-2507. (See “Delinquent Tax Property Sales Procedure” attached hereto and made a part hereof)

**5. ACCEPTANCE OF OFFER TO PURCHASE**

This Offer to Purchase shall be deemed accepted by **SELLER** upon approval of the sale by the Board of County Commissioners of Shelby County, as evidenced by a Board Resolution approving the same and signed by the Shelby County Mayor. Once accepted by **SELLER** all terms and conditions recited herein shall be binding upon the parties hereto.

**6. CLOSING**

**PURCHASER** and **SELLER** mutually agree that the closing of this sale transaction is required to take place within thirty (30) calendar days of the mailing date of **SELLER’S** written notice to **PURCHASER** by U.S. mail confirming **SELLER’S** acceptance of this Offer to Purchase and requesting **PURCHASER** to close.

**7. EXPENSES**

**PURCHASER** agrees to pay all closing costs including but not limited to the transfer tax and the cost of recording the Quit Claim Deed. **PURCHASER** may order and secure, at his/her own expense, a title search, property survey, environmental/property assessments, etc., but the time taken to obtain such items shall not be considered sufficient justification to delay the closing date as required in paragraph 6 hereinabove.

**8. POSSESSION**

**SELLER** shall deliver possession of the hereinabove described property to **PURCHASER** upon full payment of the purchase price, estimated transfer tax and Quit Claim Deed recording fee, subject to rights of any existing tenants occupying said property or any governmental regulations or housing provisions that may be applicable.

**9. HAZARDOUS WASTE**

Although **SELLER**, to the best of its knowledge, without benefit of a specific environmental assessment, knows of No Hazardous Substances located on or that have been previously stored, processed or disposed of on or discharged from (including ground water contamination) the subject property, **SELLER** makes no claim or warranty relative to the environmental condition of said property.

**10. TERMINATION OF OFFER TO PURCHASE**

Should **SELLER** not fulfill the terms and conditions of this Offer to Purchase as recited herein, then and in that event, **PURCHASER** may cancel this Contract by giving **SELLER** written notice by U.S. mail and in such case the above referenced good faith deposit shall be returned to **PURCHASER**. Should **PURCHASER** not fulfill the terms and conditions of this Offer to Purchase as recited herein or fail to close this sale transaction

within thirty (30) calendar days of the mailing date of **SELLER’S** written notice by U.S. mail confirming **SELLER’S** acceptance of the Offer to Purchase and requesting **PURCHASER** to close, then and in either of such events, **SELLER** may cancel this Contract by giving **PURCHASER** written notice by U.S. mail and in such case the above referenced good faith deposit and advertising, notification and processing fee shall be retained by **SELLER** as liquidated damages; and in which event, **PURCHASER** shall be declared ineligible to participate in any Shelby County Land Bank property sales for twelve (12) months from the date of said Contract cancellation notice.

**11. ENTIRE AGREEMENT**

This Offer to Purchase contains the entire understanding among the parties with respect to the sale of the above described real property and there are no other promises or conditions in any other agreements between the parties, whether oral or written, related to this sale. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the undersigned **PURCHASER** has caused this Offer to Purchase to be executed the day and year first above written.

**PURCHASER:**

**(x)** \_\_\_\_\_

**(x)** \_\_\_\_\_

**Purchaser’s Rep:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone No.:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**If a “Bid Off” is necessary, it will be held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ in the Shelby County Land Bank Office to determine the highest and best offer. A grace period of up to 15 minutes is permissible to allow for unforeseen circumstances of any bidder. Any bidder who is not available (i.e. present at the Bid Off; or represented by a person present at the Bid Off; or represented by written and received bid instructions at the Bid Off) by the end of this grace period shall be disqualified from the “Bid Off”.**

This Offer to Purchase is hereby received by \_\_\_\_\_, Delinquent Tax Property Sales \_\_\_\_\_, in the Shelby County Land Bank on behalf of Shelby County Government for sale processing on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.