

NOTE: AN AMOUNT MUST BE SPECIFIED AS TO EACH LOT FOR WHICH AN OFFER IS BEING MADE.

OFFER TO PURCHASE

DATE:

The Metropolitan Council
City of Baton Rouge and
Parish of East Baton Rouge,
c/o Parish Attorney's Office
Property Section
P. O. Box 1471
Baton Rouge, LA 70821

The undersigned offers to purchase from the Parish of East Baton Rouge the following described property:

- 1) Legal Description

- 2) Municipal Address of the Property

for the sum of _____ (\$_____)
to be paid in cash at time of closing. This offer shall remain open for a period of sixty (60) days or until such time as the Metropolitan Council shall approve the sale, whichever comes first. The undersigned understands and agrees that:

- 1) **This property shall be sold in accordance with the provisions of Chapter 13-A of Title 33 of the La. Revised Statutes and LSA-R.S. 33:4712, without any warranty whatsoever, even as to the return of the purchase price, and with full reservation of all mineral rights to the Parish, but all surface rights to the purchaser,**
- 2) **This sale is contingent upon the Metropolitan Council declaring the above described property surplus,**
- 3) **The Metropolitan Council has the right to accept a higher offer, if timely made, and also has the right to reject all offers and not sell the above described property,**
- 4) **It shall be the undersigned's responsibility to determine the date and time of the Finance & Executive Committee hearing on the above described property and to attend same to reply to any other bids properly received. Notice of the hearing will be published in the legal notice section of the Advocate on the three Tuesdays prior to the**

hearing,

- 5) **The undersigned will not be refunded any of the cost or fees advanced if this offer is accepted , or if the undersigned is the high bidder and that offer is rejected. If undersigned is not the high bidder, or the property is redeemed by the tax debtor prior to the date of sale in accordance with La. R.S. 33:4720.17 (C), the sums advanced by undersigned will be refunded upon receipt of the costs and fees from the higher bidder or tax debtor. If the property is redeemed in accordance with the provisions of La. R.S. 33:4720.17 (C) the Mayor-Presidents authority to sell and the purchasers rights to purchase the property shall terminate.**

The sums you have advanced are for costs and fees, are not to be considered a deposit, and are not to be applied to the purchase price.

- 6) **The Ordinance authorizing the sale of the above described property shall require the following to be completed prior to sale:**
- A) Purchaser has certified in writing to the Property Section of the Office of the Parish Attorney that purchaser or his agent has examined the mortgage records, conveyance records, probate and civil suit records of the Clerk of Court of East Baton Rouge Parish and attached to the certification a written list of the names and last known addresses of all owners, mortgagees, and any other person who might have a vested or contingent interest in the properties, or who has filed a request for notice as provided in LSA-R.S. 33:4720.17. Said written certification shall contain an indemnification and hold harmless clause by the purchaser in favor of the Parish of East Baton Rouge, its officers, agents and employees if the purchaser should fail to request notification to an interested party or should incorrectly identify or locate any interested party.
 - B) Purchaser has either made written request to the Property Section of the Office of the Parish Attorney to notify those persons identified above in accordance with LSA-R.S. 33:4720.17 and has paid the Parish the sum of five dollars per notice and/or the sum of thirty dollars per notice by publication requested or supplied evidence satisfactory to the Property Section of the Office of the Parish Attorney that the notice required by LSA-R.S. 33:4720.17 has been made by purchaser or his agents.
 - C) Purchaser has recorded evidence of notice required by LSA-R.S. 33:4720.17 in the conveyance records of East Baton Rouge Parish and has provided the Property Section of the Office of the Parish Attorney a stamped copy of the recorded evidence on notice.
 - D) Purchaser has certified in writing to the Property Section of the Office of the Parish Attorney that the number of days required by

LSA-R.S. 33:4720.17 has elapsed since the above required notice was made or attempted and that the property has not been redeemed by the payment of the taxes owed.

- E) Purchaser has paid the consideration in cash to the Parish and the cash sale has been approved by the Office of the Parish Attorney.

BY SIGNING THIS OFFER FORM I HAVE FULL UNDERSTANDING THAT IF ANY REFUND IS DUE TO ME FOR LACK OF A HIGH BID, I UNDERSTAND THAT THE REFUND PROCESS CAN TAKE UP TO 2 WEEKS FOR A CHECK TO BE CUT TO ME.

Signature

Name (Please Print)

Address

City, State and Zip

Telephone Number