City of El Paso Surplus Property

Letter of Intent

This Letter of Intent ("LOI") sets forth the general terms and conditions under which the undersigned parties propose to enter into a formal agreement regarding the purchase and sale of the property described below. This LOI is non-binding except as otherwise specifically set forth herein.

DATE:______________

1.Parties

Buyer: ____

Address:____

Phone:________________________________Email:_______________________________

Name and title of the authorized person who will execute the purchase contract on behalf of the Buyer

Name:____

Title:___________________________________

Phone:________________________________Email:_______________________________

Buyer's Agent

Brokerage: ____

Agent:____

Phone:____

Email:____

2. Assignment

The Buyer may not assign its rights or obligations under purchase agreement without the prior written consent of the City of El Paso

3. Property:

Address: ________________________________El Paso, Texas 799__________________

Legal Description____

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PID#___________________________________

4. Purchase Price

Total Purchase Price: $______________

5. Appraisal and Valuation

Fair Market Value Compliance:

In accordance with Texas Local Government Code § 253.014, all surplus property must be sold at or above fair market value. The City commissions an independent appraisal to establish the property's value, ensuring statutory compliance and protecting public assets.

6. Payment Terms

Earnest Deposit (Min. 1% of sales price) _____________

Cash:______________

Financing:__________

Total:_______________

7. Due Diligence

Inspection Period: __________

Buyer's Right to Access: Buyer and Buyer's agents shall have reasonable access to the property during the inspection period.

8. Closing

Closing Date: ______________

Closing Costs: The purchaser is responsible for certain closing costs, including any required survey and appraisal as specified in the sale agreement.

9. Conditions Precedent

The obligations of Buyer and Seller shall be subject to satisfaction of customary conditions, including satisfactory due diligence, financing (if applicable), and any required third-party approvals.

10. Intended Use:

(Detailed description of the intended use for the property to be purchased, including the proposed type of operations, improvements, or development plans you anticipate)

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11. Council Review

All proposed sales require formal approval by the El Paso City Council at a scheduled public meeting, in accordance with Texas Local Government Code § 253.001. Council may approve or reject the sale and authorize the Mayor or City Manager to execute associated closing documentation. No sale is deemed final until ratified by City Council.

12. Contract

Once the Letter of Intent has been formally approved by the El Paso City Council, the City will prepare and provide the draft purchase contract for the transaction. This draft will outline the terms and conditions as authorized by Council and will be presented to the purchasing party for review and execution.

13. Commissions

Cap Rate Real Estate Group LLC serves as the listing broker and receives compensation per a service agreement with the City. Buyers shall be responsible for any compensation owed to their own agents or representatives.

14. Confidentiality

The parties agree to keep the terms of this LOI and any related negotiations confidential, except as required by law or necessary to further negotiations.

15. Non-Binding Effect

Except for any confidentiality and exclusivity provisions (if included), this LOI is intended only as a statement of mutual intentions and does not constitute a binding agreement. Any binding obligation will arise only upon execution of a mutually acceptable definitive Purchase and Sale Agreement.

16. Miscellaneous

Each party shall be responsible for its own legal, accounting, and other professional fees incurred in connection with this transaction.

IN WITNESS WHEREOF, the parties have executed this Letter of Intent on the respective dates set forth below.

Seller: ___________________________ Date: ________________

Buyer: ___________________________ Date: ________________