



# Adjudicated Property



**NOTICE: THE CALCASIEU PARISH POLICE JURY CAN ONLY TRANSFER OWNERSHIP INTEREST IN A GIVEN PARCEL WHICH IT AND THE OTHER TAXING ENTITIES IN CALCASIEU PARISH HAVE ACQUIRED IN A PARISH TAX SALE. ALL TRANSFERS OF TITLE ARE MADE BY QUITCLAIM DEED FROM THE CALCASIEU PARISH POLICE JURY WHICH CONTAINS NO WARRANTY OR COVENANT OF TITLE. THIS MEANS THAT THE POLICE JURY AND THE OTHER TAXING ENTITIES DO NOT GUARANTEE A MARKETABLE TITLE AT THE TIME OF TRANSFER. THE TRANSFERRED TITLE IS "FREE AND CLEAR", WHICH MEANS THAT IT IS FREE AND CLEAR OF ALL MORTGAGES, LIENS, AND ENCUMBRANCES ETC., BUT NOT THAT IT IS MARKETABLE TITLE. THE PURCHASER MAY NEED TO CONSULT AN ATTORNEY TO INITIATE AN ACTION TO REMOVE ANY CLOUD ON THE TITLE AND GAIN A MARKETABLE TITLE.**

Are you an employee or the immediate family member of an employee of the Calcasieu Parish Police Jury? YES or NO

Are you the tax debtor or owner of the property in this request? YES or NO

TYPE OF REQUEST:      INITIATE A SALE      PLACE A BID

### Applicant Information

Applicant's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Numbers \_\_\_\_\_

Email \_\_\_\_\_

### Property Information

Assessment # \_\_\_\_\_

Legal Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Municipal Address \_\_\_\_\_

\_\_\_\_\_

*I offer to purchase the above described property for at least the sum listed below. This offer shall remain open until such time as the Police Jury shall approve the sale. The Calcasieu Parish Police Jury has elected to sell the adjudicated property at a public sale to the highest bidder without a minimum bid or requiring an appraisal.*

Print Offer Amount \_\_\_\_\_ \$ \_\_\_\_\_ .00

The undersigned understands and agrees that:

1) This property shall be sold in accordance with LSA-R.S. 47:2201 et seq and Local Services Agreement by and between seller and other members, without any warranty whatsoever, even as to the return of the purchase price.

2) The Police Jury 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.

3) It shall be the responsibility of the undersigned to determine the date and time of the Calcasieu Parish Police Jury Meeting hearing on the above described property and to attend same to reply to any other offers properly received. Public sale of the property shall be advertised twice in the American Press, once at least thirty (30) days prior to the date of the public sale, and once no more than seven (7) days prior to the date of the public sale. If there is no written opposition or higher offer, this office will recommend that your offer either be accepted or rejected by the Calcasieu Parish Police Jury.

4) The undersigned will not be refunded any of the cost or fees advanced if this offer is accepted, or if the undersigned is the highest bidder and that 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 the sums advanced by undersigned will be refunded. Nor shall any deposits, cost or fees be applied to the purchase price.

5) The Ordinance authorizing the sale of the above described property shall require the following to be completed prior to closing of sale:

A) Purchaser has certified in writing to the Adjudicated Property Section of the Division of Planning & Development that the purchaser has been provided a Mortgage and Conveyance Certificate or an equivalent by an abstract company doing business in Calcasieu Parish certifying that an examination of the mortgage and conveyance records of the Clerk of Court of Calcasieu Parish was made to obtain the names and last known addresses of all owners, mortgagees, and any other persons who might have vested or contingent interest in the property, or who has filed a request for notice as provided in LSA-R.S. 47:2201 et seq and a list of those names and addresses is attached to the certification. Said written certification shall contain an indemnification and hold harmless clause by the purchaser in favor of the Parish of Calcasieu, 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) A requirement that you make written request to the Adjudicated Property Section of the Division of Planning & Development Planning to notify those persons identified by you in accordance with LSA-R.S. 47:2201 et seq. (The sum of five dollars per notice by mail requested and/or the sum of thirty dollars per notice by publication shall accompany the written request to defray the cost for providing the notice.)

C) Within ninety (90) days of the adopted ordinance, the Purchaser shall remit 50% of the purchase price as earnest money to be held in escrow by the Calcasieu Parish Police Jury for application to the purchase price at closing, or to be retained by it in the event Purchaser fails to complete the purchase.

D) A requirement that at the time of closing, you certify in writing to the Adjudicated Property Section of the Division of Planning & Development that the number of days mandated by LSA-R.S. 47:2201 et seq 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) A provision that if purchaser should fail to complete the requirements of Parts A, B and C of this section within ninety (90) days of the adoption of the ordinance, the President of the Calcasieu Parish Police Jury, or the Director of the Division of Planning and Development, is authorized to execute an act of cash sale in which the Parish of Calcasieu conveys the above described property to anyone who shall complete these requirements or to request that the Calcasieu Parish Police Jury rescind the sale; and that if all of the requirements are not completed within twelve (12) months from the date of the adoption of the ordinance, the President of the Calcasieu Parish Police Jury or Director of Planning and Development's authority to execute an act of cash sale for this property shall cease and any and all rights of the purchaser to this property shall terminate.

F) A provision that once a bid has been accepted by the Calcasieu Parish Police Jury, no new bid of a lesser amount will be accepted if the sale is not completed, without Calcasieu Parish Police Jury approval.

By signing below, you agree that you have read, understand and agree to the above terms of the sale should you become the highest bidder of the above referenced property.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_