

WHEREAS, the City of Dallas is the owner of a tract of unwanted and unneeded land improved with a library located in Dallas County, Texas and described below; and

WHEREAS, said City property is currently developable and must be disposed of by sealed bid in compliance with State law; **Now Therefore**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the following listed City-owned Property is declared unwanted and unneeded by the City Council and is to be advertised for sale pursuant to State law, with no minimum bid specified:

Parcel No. 1: Being all of Lot 17 and the North 45 feet of Lot 18, Block G/6301, Dallas Gardens Addition, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 5, Pages 270-271, and being all of the land described in Deed to the City of Dallas recorded in Volume 5102, Page 35, Deed Records of Dallas County, Texas; and being the South 5 feet of Lot 18, all of Lots 19 and 20, the East 100 feet of Lot 7, and the East 100 feet of the South ½ of Lot 6, Block G/6301, Dallas Gardens Addition, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 5, Pages 270-271, and being all of the land described in Deed to the City of Dallas recorded in Volume 5131, Page 27, Deed Records of Dallas County, Texas; said property also being known as “1124 Gardenvue Drive” and “1125 Buckner Boulevard” near the intersection of Buckner Boulevard and Loma Garden Avenue—No minimum bid specified;

SECTION 2. That the Director of Sustainable Development and Construction is authorized to advertise the above described property for sale.

SECTION 3. That the advertisement of the property shall state:

- a) that the City of Dallas reserves the right to reject any and all bids received and all sales are subject to approval by the Dallas City Council;
- b) that the sale shall be by Deed Without Warranty in a form approved by the City Attorney;

- c) that the sale shall be subject to the terms, covenants, conditions, reservations, restrictions and exceptions of this authorizing resolution, including without limitation the following:
 - i) a restriction prohibiting the placement of industrialized housing on the property;
 - ii) reservation by the City of Dallas of all oil, gas and other minerals in and under the property with a waiver of surface access rights relating to said minerals;
 - iii) any and all visible and apparent easements and encroachments, whether of record or not;
 - iv) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record and applicable to the property or any part thereof; and
 - v) standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes, and assessments being assumed by grantee.
- d) that, to the maximum extent allowed by law, the sale shall be strictly on an "AS IS, WHERE IS, WITH ALL FAULTS" basis; and
- e) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate.

SECTION 4. That as a material part of the consideration for the sale, the grantee and the City shall acknowledge and agree and provided in any relevant instrument that, to the maximum extent allowed by law, (a) grantee is taking the property "AS IS, WHERE IS, WITH ALL FAULTS", (b) the City disclaims responsibility as to the accuracy or completeness of any information relating to the property, (c) grantee assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders, and (d) the City expressly disclaims and grantee expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the property.

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Without limiting the foregoing, the City makes no representations of any nature regarding the property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the property, including without limitation, the water, soil and geology, and the suitability thereof and the property for any and all activities and uses which grantee may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the property can be developed or utilized for any purpose. For purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated.

SECTION 5. That any procedures required by Code Section 2-24 that are not required by state law are hereby waived with respect to this transaction.

SECTION 6. That all closing costs and title expenses, including without limitation costs of title insurance, if desired, shall be paid by grantee.

SECTION 7. That the property is now on the exempt tax roll, and taxes for the remaining part of the then current calendar year shall be assessed from the date of closing.

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SECTION 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR., City Attorney

BY Janie Woods
Assistant City Attorney

APPROVED BY
CITY COUNCIL

JUN 22 2011

Rebecca Martinez
City Secretary