

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROPERTY": Approximately 1.6 acres of land located in Dallas County, Texas, and being the same property more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": Trinity River Corridor Project

"USE": Great Trinity Forest portion of the Trinity River Corridor Project provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the use here provided.

"PROPERTY INTEREST": Fee Simple subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the instrument more particularly described in Exhibit "B"

"OWNER": Lois Billingsly and Lillie Bessie Spross, provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PURCHASE AMOUNT": \$24,000

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$2,000

"AUTHORIZED AMOUNT": Not to exceed \$26,000

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

SECTION 1. That the USE of the PROPERTY for the PROJECT is a public use.

SECTION 2. That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

August 8, 2012

SECTION 3. That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to the conveyancing instrument substantially in the form described in Exhibit "B", attached hereto and made a part hereof for all purposes, and approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

SECTION 4. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 5. That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

SECTION 6. That in the event this acquisition closes, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Trinity River Corridor Project Funds, Fund No 1P14, Department TWM, Unit N966, Activity TRPP, Program No. PB98N966, Object 4210, Encumbrance No. PBW98N966I5. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

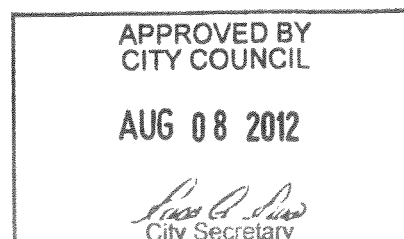
SECTION 7. That CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and CITY will pay any CLOSING COSTS AND TITLE EXPENSES. All costs and expenses described in this section shall be paid from the previously described funds.

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 Roxanne Diamond
Assistant City Attorney



**Field Notes Describing a 69,930 Square Foot (1.605 Acre)
Tract of Land To Be Acquired in City Block 6239
From Lois E. Billingsly and Roy D. Spross**

Being a 69,930 Square Foot (1.605 Acre) tract of land out of the John Beeman Survey, Abstract Number 97, Dallas County, Texas, and being a part of that tract of land conveyed to Lois E. Billingsly and Roy Dan Spross by Warranty Deed dated April 25, 1990 and recorded in Volume 90083, Page 3018 of the Deed Records of Dallas County, Texas (DRDCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch diameter iron rod (Controlling Monument) found for the northeast corner of said Billingsly and Spross property at the intersection of the west line of Pemberton Hill Rd. (an undedicated roadway by use and occupation, 60 foot width at this point) with the north line of Tract 2 of the Pemberton Partition set aside to Claude Pemberton as described in Cause No. 23696-b, styled "Claude Pemberton vs. Mary E. Pemberton", dated October 22, 1917 and recorded in Book 40, Page 185, Minutes of the 44th District Court, Dallas County, Texas, a certified copy of which appears in Volume 3081, Page 520, DRDCT:

THENCE South 0°18'01" East, with the west line of said Pemberton Hill Rd. and the east line of said Billingsly and Spross tract, a distance of 333.00 feet to a 5/8 inch iron rod with red plastic cap stamped "CITY OF DALLAS" (hereinafter referred to as "with cap") set at the southeast corner of the herein described tract and the intersection of the west line of said Pemberton Hill Rd. and the most northerly east corner of a tract of land conveyed to David Billingsly by Warranty Deed recorded in Instrument Number 200600242748 of the Official Public Records of Dallas County, Texas (OPRDCT) (from which a 1/2 inch diameter iron rod found, bears South 0°18'01" East, a distance of 9.76 feet):

THENCE South 89°09'45" West, departing said Pemberton Hill Rd. and with the common line between the said David Billingsly tract and the said Lois E. Billingsly and Roy Dan Spross tract, a distance of 210.00 feet to an inner ell corner (unable to monument) of the David Billingsly tract and the southwest corner of the Lois E. Billingsly and Roy Dan Spross tract and being also the southwest corner of the herein described tract of land:

THENCE North 0°18'01" West, parallel with the west line of said Pemberton Hill Rd., the same being the east line of the herein described tract, a distance of 333.00 feet to a 5/8 inch iron rod with cap set at the intersection of the common line of the David Billingsly tract and the Lois E. Billingsly and Roy Dan Spross tract with the north line of Tract 2 of said Cause No. 23696-b, said iron rod also being the northwest corner of the herein described tract of land:

**Field Notes Describing a 69,930 Square Foot (1.605 Acre)
Tract of Land To Be Acquired in City Block 6239
From Lois E. Billingsly and Roy D. Spross**

THENCE North 89°09'45" East, with the north line of said Tract 2 of said Cause No. 23696-b, a distance of 210.00 feet to the **POINT OF BEGINNING**, containing 69,930 Square Feet, or 1.605 Acres of land.

BASIS OF BEARINGS: Bearings are based on the Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983.

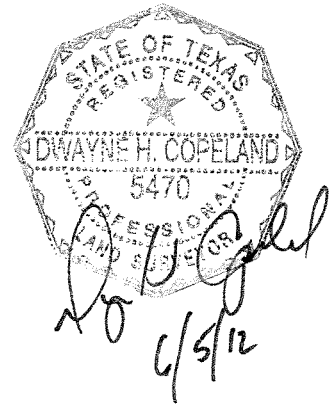


Exhibit B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF DALLAS §

That Lois Billingsly, a widow, and Lillie Bessie Spross, widow of Roy D. Spross, (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$24,000.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, all of the property described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes.

SPECIAL PROVISIONS: NONE

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto City, its successors and assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said premises unto City, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this _____ day of _____, _____.

 Lois Billingsly

 Lillie Bessie Spross

Approved As To Form:
THOMAS P. PERKINS, JR.,
 City Attorney

By: *Roxane Hamad* RD
 Assistant City Attorney

* * * * *

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____
by Lois Billingsly.

Notary Public, State of Texas

* * * * *

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____
by Lillie Bessie Spross.

Notary Public, State of Texas

* * * * *

After recording return to:
City of Dallas
Trinity Watershed Management
Real Estate Division
1500 Marilla, Room 6BS
Dallas, Texas 75201
attn: Hector Reynoso

Warranty Deed Log No. TRC337