

WHEREAS, the City of Dallas (“City”), on its own behalf and as Trustee for the County of Dallas, Texas (“County”), Dallas Independent School District (“DISD”), and other taxing authorities, acquired that one certain lot, tract, and/or parcel of land consisting of Lot 13, Block 5/7077, Bon Ton Addition, Dallas, Dallas County, Texas, commonly known as 6906 Canaan Street, by Deed Without Warranty from the Dallas Housing Acquisition & Development Corporation (“DHADC”), dated August 27, 2012, recorded on September 18, 2012 as Instrument No. 201200277224, Official Real Property Records of Dallas County, Texas, said DHADC having acquired said property by Sheriff’s Deed recorded on July 24, 2008, as Instrument No. 20080241985, Official Real Property Records of Dallas County, Texas, pursuant to a certain judgment, decree of foreclosure, order of sale and/or notice of sheriff’s sale (private sale to land bank) rendered in and/or arising from that one certain ad valorem tax suit styled, County of Dallas, et al v. Ed Foy, Case # TX-06-50010, in the District Courts of Dallas County, Texas; and

WHEREAS, the City, on its own behalf and as Trustee for the County, DISD, and other taxing authorities, acquired that one certain lot, tract and/or parcel of land consisting of Lot 14, Block 5/7077, Bon Ton Addition, Dallas, Dallas County, Texas, commonly known as 6910 Canaan Street, by Deed Without Warranty from the DHADC, dated August 27, 2012, recorded on September 18, 2012, as Instrument No. 201200277225, Official Real Property Records of Dallas County, Texas, pursuant to a certain judgment, decree of foreclosure, order of sale, and/or notice of sheriff’s sale (private sale to land bank) rendered in that one certain ad valorem tax suit styled, County of Dallas, et al v. Ed Foy, Case #TX-06-50010, in the District Courts of Dallas County, Texas; and

WHEREAS, the City, on its own behalf and as Trustee for the County, DISD, and other taxing authorities, acquired that one certain lot, tract and/or parcel of land consisting of Lot 16, Block 5/7077, Bon Ton Addition, Dallas, Dallas County, Texas, commonly known as 6918 Canaan Street, by Sheriff’s Deed dated May 7, 1999, recorded on June 15, 1999 at Volume 99116 Page 0314, Official Real Property Records of Dallas County, Texas, pursuant to a certain judgment, decree of foreclosure, and/or order of sale rendered in that one certain ad valorem tax suit styled, City of Dallas, et al v. Korling L. Duren, Case # 94-30640-T-L, in the District Courts of Dallas County, Texas; and

WHEREAS, the City of Dallas is the owner of three lots, tracts and/or parcels of land being Lots 5, 6 and 18 of Block 5/7077, Bon Ton Addition, Dallas County, Texas, and commonly known as 6923 and 7003 Bexar Street and 7006 Canaan Street, respectively, which are no longer needed for municipal use; and

WHEREAS, Lots 13, 14, and 16 are herein sometimes referred to as the “Tax Sale Lots”; Lots 5, 6 and 18 are herein sometimes referred to as the “Surplus Lots” and the six lots, tracts and/or parcels of land are herein sometimes referred to, collectively and/or individually, as “the Property”; and

WHEREAS, CityBuild Community Development Corporation is a validly existing non-profit organization exempt from federal taxation under Section 501(c)(3), Internal Revenue Code 1986, as amended, and has requested that the City, for itself and as trustee of the other taxing authorities, as applicable, convey the Property to CityBuild Community Development Corporation for use in a manner that primarily promotes a public purpose of the City and the greater community, including specifically the establishment, maintenance, and operation of a community garden and related facilities, programs and services by CityBuild Community Development Corporation and/or such other validly existing 501(c)(3) non-profit approved by the City; and

WHEREAS, pursuant to Section 253.011 of the Texas Local Government Code, the City may transfer the Property to a non-profit organization without complying with the notice and bidding requirements for the sale of public lands provided for in Section 272.001(a) of the Texas Local Government Code for and in consideration of an agreement between the parties that requires the non-profit organization to use the property in a manner that primarily promotes a public purpose of the municipality; and

WHEREAS, pursuant to Section 34.05 of the Texas Tax Code, the City, for itself and on behalf of the taxing authorities, may re-sell the Tax Sale Lots pursuant to a private sale for an amount less than the lesser of the market value specified in the judgment of foreclosure or the total amount of the judgment against the property, and without having to use the procedures provided by Sections 263.001 and/or 272.001 of the Texas Local Government Code; and

WHEREAS, the City Manager, acting on behalf of the County pursuant to a County Commissioner's Court Order and on behalf of DISD pursuant to a School Board Resolution, has the authority to execute a deed to an appropriate purchaser of the Tax Sale Lots and transfer any rights, title, or interests acquired or held by each taxing entity that was a party to the judgment in the tax suit; and

WHEREAS, the City, the County, and DISD all desire to transfer the Tax Sale Lots and the City desires to transfer the Surplus Lots to CityBuild Community Development Corporation for and in consideration of nominal cash consideration and CityBuild Community Development Corporation agreement to use the Property in a manner that primarily promotes a public purpose of the City and the greater community, including specifically the establishment, maintenance, and operation of a community garden and related facilities, programs, and services by CityBuild Community Development Corporation and/or such other validly existing 501(c)(3) non-profit approved by the City;
Now, Therefore,

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

SECTION 1. That the City Manager, upon approval as to form by the City Attorney and attested by the City Secretary, is hereby authorized to execute a Development Agreement (“Agreement”) with CityBuild Community Development Corporation whereby CityBuild Community Development Corporation commits to use the Property in a manner that primarily promotes a public purpose of the City and the greater community, including specifically the establishment, maintenance, and operation of a community garden and related facilities, programs and services by CityBuild Community Development Corporation and/or such other validly existing 501(c)(3) non-profit entity approved by the City, and, upon consent by the County and DISD as to the Tax Sale Lots, a Deed Without Warranty to the Property in favor of CityBuild Community Development Corporation.

SECTION 2. That the Agreement shall provide the following:

- a) For and in partial consideration of the conveyance of the Property, CityBuild Community Development Corporation shall pay to the City the sum of **ELEVEN THOUSAND TWO HUNDRED FIFTY SIX AND NO/100 DOLLARS (\$11,256.00)** as a condition to closing.
- b) CityBuild Community Development Corporation and/or such other validly existing 501(c)(3) non-profit approved by the City, shall use the Property in a manner that primarily promotes a public purpose of the City and the greater community, including specifically (i) establish and open a community garden and related facilities, programs and services on the Property as evidenced by issuance of a certificate of occupancy sufficient for and accommodating the community garden use within six (6) months of the conveyance of the Property by the City, (ii) continuing such usage without material gaps or breaks in such operations; and (iii) insure that any conveyance by CityBuild Community Development Corporation and/or subsequent owners of the Property does not materially alter, amend, or discontinue said use without the prior written consent of the City; and
- c) The Property will be conveyed in its then current “AS IS” condition without warranty, express or implied, and CityBuild Community Development Corporation shall be responsible for all necessary inspections, investigations, renovations, and improvements, including without limitation any environmental issues; and

- d) At all times during its ownership of the Property, CityBuild Community Development Corporation will maintain its status as a non-profit organization exempt from federal taxation under Section 501(c)(3), Internal Revenue Code 1986, as amended; CityBuild Community Development Corporation will not sell or otherwise convey its ownership of the Property to another entity without the prior written consent of City; and any subsequent owner of the Property shall be subject to the terms of the Agreement and the Deed Without Warranty described below; and
- e) CityBuild Community Development Corporation shall be responsible for investigating the status of title to the Property and shall pay for any desired title insurance. In the event the Property is subject to any liens, mortgages, encumbrances or title matters CityBuild Community Development Corporation shall be responsible for addressing same and under no circumstance shall City have any obligation to cure, remove or otherwise address any such matter or incur any expense with regards to same; and
- f) The Property shall not be conveyed to CityBuild Community Development Corporation unless and until any applicable state tax law redemption period applicable to the Tax Sale Lots has expired without redemption; and
- g) CityBuild Community Development Corporation shall pay any reasonable processing fee imposed by the City and all customary closing costs; including without limitation, recording fees, title company expenses, and the premium for any desired title policy; and
- h) Any post judgment taxes, penalties and interest attributable to the Tax Sale Lots will be CityBuild Community Development Corporation's responsibility pursuant to the Texas Property Tax Code, and any taxes and assessments attributable to the Surplus Lots will likewise be CityBuild Community Development Corporation's responsibility, including the pro-rata property taxes for the remaining part of the then current calendar year, which will be assessed from the date of execution of the deed; and
- i) Such other terms and conditions as the City deems necessary, convenient or appropriate.

SECTION 3. That the Deed Without Warranty shall provide that the conveyance of the Property to CityBuild Community Development Corporation is and shall be subject to the following:

- a) restriction (“Deed Restrictions”) of the primary use of the Property to the establishment, maintenance, and operation of a community garden and related facilities, programs and services, which use shall not be materially altered, amended, or discontinued without the prior written consent of the City; and
- b) a condition subsequent with right of reentry in favor of the City enforcing the Deed Restrictions and requiring that CityBuild Community Development Corporation(i) establish and open the community garden and related facilities, programs and services on the Property within six (6) months of the conveyance as evidenced by issuance of a certificate of occupancy sufficient for and accommodating the community garden use , (ii) continue such usage without material gaps or breaks in such operation, and (iii) maintain its status as a Section 501(c)(3) non-profit corporation; and providing for the reversion of title to the Property to the City of Dallas, for itself and as trustee for the applicable taxing authorities, upon its exercise thereof; and
- c) any rights of redemption applicable to the Property; and
- d) any post judgment taxes, penalties, and interest attributable to the Tax Sale Lots, which matters will be CityBuild Community Development Corporation responsibility pursuant to the Texas Property Tax Code, and any taxes and assessments attributable to the Surplus Lots which will likewise be CityBuild Community Development Corporation’s responsibility, including the pro-rata Property taxes for the remaining part of the then current calendar year, which will be assessed from the date of execution of the deed; and
- e) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record in the official real property records for the county where the Property is located effective as to the Property, or any part thereof, and any and all visible and apparent easements and encroachments, whether of record or not impacting the Property; and
- f) reservation by the City of floodway, flood control, drainage or levee easements as deemed necessary, appropriate or convenient by the City; and
- g) such other terms, conditions, waivers and disclaimers as the City deems necessary, convenient or appropriate.

SECTION 4. That the portion of the cash consideration received for the Tax Sale Lots shall be distributed pursuant to Chapter 34, Section 34.06 of the Texas Property Tax Code, and applied to the payment of the court costs, interest, and cost of sale and applied to the amount of delinquent taxes, penalties, and municipal liens pursuant to the order of the court

SECTION 5. That CityBuild Community Development Corporation be responsible for the pro rata portion of property taxes for the remaining part of the current calendar year that will be assessed from the date of closing of the conveyance. CityBuild Community Development Corporation shall also be responsible for any post judgment taxes, penalties and interest, pursuant to the Texas Property Tax Code, as to the Tax Sale Lots and any other taxes and assessments attributable to the Surplus Lots. The Property shall be returned to the tax rolls as of the date of execution of the Deed Without Warranty, if not otherwise exempt.

SECTION 6. That any and all proceeds from the conveyance will be deposited to General Fund 0001, Department DEV, Balance Sheet Account 0519.

SECTION 7. That upon receipt of the cash consideration from this conveyance, the Chief Financial Officer is authorized to disburse the proceeds in accordance with Chapter 34, Section 34.06 of the Texas Property Tax Code. Calculations for disbursements shall be provided by the Director of Sustainable Development and Construction to the City of Dallas Land Based Receivables, the Dallas County District Clerk, and the Dallas County Tax Office from the account specified in Section 6, above.

SECTION 8. That Department of Sustainable Development and Construction, Real Estate Division shall be reimbursed for the cost of obtaining legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Dept DEV, Unit 1183, Object 5011. Remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Dept BMS, Unit 8888, Revenue Source 8118.

SECTION 9. That if a title policy is desired by CityBuild Community Development Corporation, it shall be secured by CityBuild Community Development Corporation at its sole cost and expense.

SECTION 10. That any procedures required by Section 2-24 of the Dallas City Code and not required by Texas state law are hereby waived with respect to this conveyance.

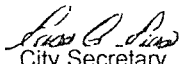
SECTION 11. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
WARREN M. S. ERNST, City Attorney

BY 
Assistant City Attorney

APPROVED BY
CITY COUNCIL

JUN 17 2015


City Secretary