

March 23, 2016

**WHEREAS**, the City of Dallas is the owner of a tract of land containing approximately 5,062 square feet of land, Block 1/2524, Dallas County, Texas, (the "Property") and located near the intersection of US 175 and Harding Street, which is no longer needed for municipal use; and

**WHEREAS**, the Texas Department of Transportation, a State of Texas Agency, has the power of eminent domain and proposes to purchase said property at fair market value; and

**WHEREAS**, the City of Dallas may sell or exchange its property to a governmental entity that has the power of eminent domain, for fair market value as determined by an appraisal, without complying with the notice and bidding requirements for the sale of public lands provided for in Chapter 272, Section 272.001 of the Texas Local Government Code; and

**WHEREAS**, certain provisions of Section 2-24 of the Dallas City Code do not apply to the sale of land by the City of Dallas to other governmental entities as contemplated and authorized herein; **Now Therefore**,

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

**SECTION 1.** That upon receipt of **SIX THOUSAND SEVENTY-FOUR AND NO/100 (\$6,074.00) DOLLARS** from the State of Texas, the City Manager or designee is authorized to execute a Deed Without Warranty, to be attested by the City Secretary upon approval as to form by the City Attorney for approximately 5,062 square feet of land Block 1/2524, Dallas County, Texas (the "Property") and located near the intersection of US 175 and Harding Street. The Deed Without Warranty being subject to the conditions contained in Section 2.

**SECTION 2.** That the Deed Without Warranty shall provide that the conveyance to the State of Texas ("**GRANTEE**") is subject to the following:

- (a) a restriction prohibiting the placement of industrialized housing on the property; and
- (b) 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; and
- (c) any visible and apparent easements and any encroachments whether of record or not; and

**SECTION 2.** (Continued)

- (d) 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
- (e) to the maximum extent allowed by law, (i) **GRANTEE** is taking the Property "AS IS, WHERE IS, WITH ALL FAULTS"; (ii) GRANTOR disclaims responsibility as to the accuracy or completeness of any information relating to the Property; (iii) **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 (iv) GRANTOR 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; and
- (f) GRANTOR 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

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**SECTION 2.** (Continued)

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 thereunder; and

- (g) taxes and assessments if any, by any taxing authority and applicable to Grantee's ownership period, payment of which being assumed by Grantee; and
- (h) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate.

**SECTION 3.** That the sale proceeds shall be deposited into the General Capital Reserve Fund 0625, Department BMS, Unit 7263, Revenue Source 8118.

**SECTION 4.** That if a title policy is desired by **GRANTEE**; same shall be at the expense of said **GRANTEE**.

**SECTION 5.** That the procedures required by Section 2-24 of the Dallas City Code that are not required by state law concerning the sale of unneeded real property are waived with respect to this tract of land.

**SECTION 6.** 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**

