June 22, 2022

WHEREAS, the City of Dallas ("City") is the owner of six (6) tracts of land located in the City of Dallas, Dallas County Texas as described on Exhibit "A", attached herein and incorporated by reference, and which are no longer wanted or needed for municipal use; and

WHEREAS, said City properties are currently developable and may be disposed of by sealed bid in accordance with the provisions of Section 2.24 of the Dallas City Code, and in compliance with State law; and

WHEREAS, pursuant to Section 2-24 (g) of the Dallas City Code, the procedures required by Section 2-24 of the Dallas City Code that are not required by state law may be waived.

Now, Therefore,

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

SECTION 1. That the City-owned properties listed on Exhibit "A", attached herein and incorporated by reference are declared unwanted and unneeded by the City Council and are to be advertised for sale pursuant to State law, with the minimum bid as specified on Exhibit "A".

SECTION 2. That the Director of Public Works is authorized to advertise the properties listed on Exhibit "A" for sale by sealed bid, subject to minimum bid as specified on Exhibit "A".

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

(a) that the City of Dallas is not required to accept any bid or offer or to complete a sale and; therefore, reserves the right to reject any and all bids received;

(b) that the sale shall be by a deed 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;

SECTION 3. (continued)

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;

(e) 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. 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

SECTION 3. (continued)

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.

(f) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate.

SECTION 4. That, upon the conclusion of the sealed bid sale that has been advertised and conducted pursuant to Section 2-24 and state law, as applicable, subject to the minimum bid requirement, the highest qualified sealed bid received for the surplus properties shall be deemed the sales price and shall be conclusive of the fair market value of such properties and shall be accepted by the City.

SECTION 5. That, upon receipt of the consideration from the highest qualified bidder, the City Manager or designee is authorized to execute a deed in a form approved by the City Attorney to be attested by the City Secretary, and other miscellaneous closing documents upon approval as to from by the City Attorney.

SECTION 6. That the sale proceeds shall be deposited into the General Fund, Fund 0001, Dept PBW, Bal Sheet 0519 and Department of Public Works – 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, Fund 0001, Dept PBW, Unit 1181, Object 5011 and any remaining proceeds shall be transferred to the General Capital Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8118.

SECTION 7. That if a title policy is desired by **GRANTEE**, same shall be at the expense of the **GRANTEE**.

SECTION 8. That all closing costs shall be paid by **GRANTEE**.

SECTION 9. 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:
CHRISTOPHER J. CASO, City Attorney

BY: _____
Assistant City Attorney