

January 26, 2022

WHEREAS, the City of Dallas is the owner of a tract of land containing approximately 7,649 square feet of land, Block 5720, Dallas County, Texas (the "Property"); and being more fully described in Exhibit "A", attached hereto and made a part of hereof for all purposes, which is no longer needed for municipal use; and

WHEREAS, the tract is a narrow strip of land, that because of its shape, lack of access to public roads, and small area, cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances, and may be sold without complying with the notice and bidding requirements for the sale of public lands provided for in Chapter 272.001 of the Texas Local Government Code; and

WHEREAS, Viceroy Triangle, LP, the abutting property owner, proposes to purchase said unneeded property at fair market value.

Now, Therefore,

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

SECTION 1. That upon receipt of **THREE HUNDRED FIVE THOUSAND NINE HUNDRED SIXTY AND NO/100 (\$305,960.00) DOLLARS** from Viceroy Triangle, LP, the City Manager or designee is hereby authorized to execute a Deed Without Warranty, to be attested by the City Secretary, approved as to form by the City Attorney for approximately 7,649 square feet of land at 6410 Denton Drive, Block 5720, Dallas County, Texas and located near the intersection of Denton Drive and Mockingbird Lane. The Deed Without Warranty is subject to the conditions contained in Section 2.

SECTION 2. That the Deed Without Warranty shall provide that the conveyance to Viceroy Triangle, LP, ("**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
- (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

SECTION 2. (continued)

- (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 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

SECTION 2. (continued)

- (g) Building height and landscaping reduction due to adjacency to Dallas Love Field Airport and Part 77 imaginary surfaces. Construction or alteration to the property must also comply with Title 14 of the Cod of Federal Regulation (14 CFR) Part 77. **GRANTEE** must file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) with the FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Office if planning to sponsor any construction or alteration to the Property. Any proposed construction must have no impact to any airport or aircraft operation; and
- (h) Farming that meets the minimum buffers as determined by the FAA; and
- (i) Irrigation channels as long as they do not attract birds; and
- (j) Airport service roads, as long as they are not public roads and are directly controlled by the airport operator; and
- (k) Underground facilities, as long as they meet other design criteria such as Runway Safety Area (RSA) requirements, as applicable; and
- (l) Unstaffed Navigational Aids (NAVAIDS) and facilities, such as equipment for airport facilities that are considered fixed-by-function in regard to the Runway Protection Zone (RPZ); and
- (m) the Property shall be open access and no perimeter fencing to allow for the maintenance of any and all FAA lighting equipment; and
- (n) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate.

SECTION 3. That the proceeds shall be deposited into the General Fund, Fund 0001, Department PBW, Balance 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, Department PBW, Unit 1181, Object 5011 and any remaining proceeds shall be transferred to the Aviation Fund, Fund 0130, Unit 7707, Object 3070.

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

SECTION 5. That the sale shall be subject to 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**.

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SECTION 6. 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 7. That this resolution is designated for City purposes as Contract No. AVI-2022-00018058.

SECTION 8. That this resolution shall take effect immediately from and after its passage, as provided by 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