

June 24, 2026

WHEREAS, the City of Dallas ("City") is the owner of a tract of unwanted and unneeded land containing approximately 19,947 square feet, together with approximately 3,000 square feet of building improvements, located near the intersection of Dennison Street and North Hampton Road in the City of Dallas, Dallas County, Texas as described on Exhibit "A", attached herein and incorporated by reference, and which property is no longer wanted or needed for municipal use; and

WHEREAS, the Dallas Independent School District, ("DISD"), a political subdivision of the State of Texas, proposes to purchase and incorporate the Property into the Dr. Elba & Domingo Garcia West Dallas STEM School; and

WHEREAS, City desires to sell the Property to DISD to enable DISD to operate and maintain, at DISD's sole expense, for constructing, renovating, and/or developing the Dr. Elba & Domingo Garcia West Dallas STEM School which shall benefit City residents; and

WHEREAS, City and DISD agrees the use of the Property shall be for a public purpose; and

WHEREAS, the City of Dallas may sell property parcel of land to a political subdivision of the State of Texas that has the power of eminent domain, for less than fair market value without complying with the notice and bidding requirements for the sale of public lands pursuant to Chapter 272, Section 272.001(l) of the Texas Local Government Code; and

WHEREAS, pursuant to Section 272.001(l), DISD shall (i) maintain and operate the Dr. Elba & Domingo Garcia West Dallas STEM School at no cost and freely accessible to all Dallas County residents; and (ii) accept fee title of the Property subject to the City's reverter interest to repossess the Property at such time that DISD shall cease to use the Property in carrying out the public purpose; 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 the USE of the PROPERTY by DISD is a public use that benefits the public interest of the City of Dallas.

SECTION 2. That upon receipt of **FIVE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$516,500.00)** from DISD, 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 19,947 square

SECTION 2. (continued)

feet, together with approximately 3,000 square feet of building improvements, located near the intersection of Dennison Street and North Hampton Road in the City of Dallas, Dallas County, Texas. The Deed Without Warranty is subject to the conditions contained in Section 3.

SECTION 3. That the Deed Without Warranty shall provide that the conveyance to the DISD, ("**GRANTEE**") is subject to the following:

- (a) a use restriction limited to use of the Property as the Dr. Elba & Domingo Garcia West Dallas STEM School for all Dallas County residents; and
- (b) a restriction prohibiting the placement of industrialized housing on the property; and
- (c) 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
- (d) any visible and apparent easements and any encroachments whether of record or not; and
- (e) 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
- (f) 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
- (g) 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

SECTION 3. (continued)

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 (h) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate. (i) a right of reverter of the Property in favor of City, as required under Chapter 272 Section 272.001(1)(3) of the Texas Local Government Code.

SECTION 4. That the sale proceeds shall be deposited into the General Fund, Fund 0001, Department FRM, Balance Sheet 0519 and Department of Facilities and Real Estate Management 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 FRM, Unit 1181, Object 5011. Any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8118.

SECTION 5. That if a title policy is desired by **GRANTEE**, same shall be at the expense of said **DISD**.

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SECTION 6. 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 DISD.

SECTION 7. 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 8. That this contract is designated as Contract No. FRM-2026-00029259.

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:
BERTRAM A. VANDENBERG, Interim City Attorney

BY Molly P. Ward
Assistant City Attorney