

RESOLUTION NO. R20-____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A SPECIAL WARRANTY DEED BETWEEN THE TOWN OF ADDISON AND DCO TALISKER, LP, FOR THE SURPLUS PROPERTY LOCATED AT THE SOUTHWEST CORNER OF VITRUVIAN WAY AND SPRING VALLEY ROAD, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The Special Warranty Deed between the Town of Addison and DCO Talisker, LP, for the surplus property located at the southwest corner of Vitruvian Way and Spring Valley Road, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Deed.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **8th** day of **SEPTEMBER 2020**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF DALLAS

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KNOW ALL PERSONS BY THESE PRESENTS:

THAT the **TOWN OF ADDISON, TEXAS**, a Texas home rule municipality, whose mailing address is 5300 Belt Line Rd., Dallas, Texas 75254 (hereinafter called "*Grantor*"), on behalf of Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantor cash in hand paid by **DCO TALISKER, LP**, a Delaware limited partnership (hereinafter called "*Grantee*"), the receipt of which is hereby acknowledged, has DEDICATED, GRANTED, SOLD and CONVEYED, and by these presents does DEDICATE, GRANT, SELL and CONVEY unto the said Grantee, that certain tract of land described on **EXHIBIT A** attached hereto and incorporated herein by reference (the "*Land*"), together with all improvements thereon, fixtures affixed thereto, and appurtenances thereto; including all of Grantor's right, title and interest, if any, in and to all roads, alleys, easements, streets, and ways adjacent to such Land (collectively, the "*Property*")

This conveyance is expressly made and accepted by Grantee subject to the terms, conditions and provisions hereof, and further subject to restrictions, covenants, easements, conditions, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, encumbrances, regulations or orders of municipal or other governmental authorities, if any, and/or other matters now in force and existing of record in the office of the County Clerk of Dallas County, Texas, to which reference is hereby made for all purposes.

TO HAVE AND TO HOLD the above described Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise, and subject to the terms set forth herein.

The conveyance of the Property hereby is subject to standby fees, taxes and assessments by any taxing authority for the 2020 calendar year, and subsequent years, the payment of which Grantee assumes.

GRANTEE ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, AND GRANTOR HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY TO BE CONVEYED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, VALUATION, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. GRANTEE ACCEPTS THE PROPERTY AND ACKNOWLEDGES THAT THE DEDICATION, CONVEYANCE AND SALE OF THE PROPERTY AS PROVIDED FOR

HEREIN IS MADE BY GRANTOR ON AN “AS IS, WHERE IS, AND WITH ALL FAULTS” BASIS. GRANTEE ACKNOWLEDGES THAT IT HAS MADE ITS OWN INDEPENDENT INVESTIGATION OF THE PROPERTY.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED this _____ day of _____, 2020.

GRANTOR:

TOWN OF ADDISON, TEXAS:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of the Town of Addison, Texas, a Texas home rule municipality, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2020.

Notary Public-State of Texas

ACCEPTED BY DCO TALISKER, LP (Grantee):

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of DCO Talisker LP, a Delaware limited partnership, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2020.

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:
Town of Addison
City Secretary
5300 Belt Line Road
Dallas, Texas 75254

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

LEGAL DESCRIPTION

SURPLUS PROPERTY
NOAH GOOD SURVEY, ABSTRACT NO. 520
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

Being a tract of land in the Noah Good Survey, Abstract No. 520, Dallas County, Texas, and being located in the Town of Addison, Texas, said tract being part of a tract of land conveyed to Crimson Tide Management, Inc. by deed recorded in Volume 98060, Page 3378, Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a found "x" cut on concrete pavement at the south corner of a circular right of way corner clip at the intersection of the northwest line of Vitruvian Way (a 100 foot right of way) with the south line of Spring Valley Road (a variable width right of way); Thence, S 26°22'15" W, with the northwest line of Vitruvian Way, a distance of 221.93 feet to a found ½ inch iron rod at the southeast corner of the said Crimson Tide Management, Inc. tract and the most easterly northeast corner of Springhaven Apartment Addition as recorded in Volume 78015, Page 1834, Deed Record Dallas County, Texas; Thence, N 67°26'00"W, departing the northwest line of Vitruvian Way, a distance of 29.27 feet to set "x" cut on concrete pavement for the POINT OF BEGINNING;

THENCE, N 67°26'00" W, continuing with the common line of the said Crimson Tide Management tract and the northeast line of said Springhaven Apartment Addition, a distance of 48.85 feet to a found "x" cut on concrete pavement for a corner;

THENCE, N 00°15'46" E, continuing with the said common line, passing at a distance of 179.20 feet the northeast corner of the said Springhaven Apartment Addition and the south line of Spring Valley Road, continuing in all a distance of 180.82 feet to a set 5/8 inch iron rod for a corner;

THENCE S 89°45'14" E, a distance of 1.78 feet to a set "x" cut on concrete pavement for a point for a corner at the beginning of a non-tangent curve to the left with a central angle of 15°22'09", a radius of 219.20 feet, a chord bearing of S 15°55'45" E and a chord distance of 58.62 feet;

THENCE, Southeasterly, along said curve, an arc distance of 58.80 feet to a point for a corner at the beginning of a non-tangent curve to the left with a central angle of 07°01'36", a radius of 233.51 feet, a chord bearing of S 70°44'17" E and a chord distance of 28.62 feet;

THENCE, Southeasterly, along said curve, an arc distance of 28.64 feet to a point for a corner;

THENCE, S 00°15'46" W, a distance of 133.75 feet to the POINT OF BEGINNING and Containing 6,396 square feet or 0.147 acre of land.

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LEGAL DESCRIPTION - continued

SURPLUS PROPERTY
NOAH GOOD SURVEY, ABSTRACT NO. 520
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

(The bearing basis for this exhibit is the deed to DCO Clipper Pointe, LP as recorded in County Clerk Instrument No. 20070170325, Deed Records of Dallas County, Texas.)

(A sketch of even survey date herewith accompanies this description.)

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from an on the ground survey performed under the supervision of the undersigned and that the legal description accurately sets out the meets and bounds of the right of way dedication tract described.

Dated: September 8, 2010



Lynn Kadleck
Registered Professional
Land Surveyor No. 3952



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