



FOR LEASE WITH OPTION TO PURCHASE SURPLUS PROPERTIES CITY OF DALLAS

The City of Dallas will accept sealed proposals for the following property:

<u>Street Address</u>	<u>Legal Description</u>	<u>Minimum Proposal</u>
2939 E. Ledbetter Drive Dallas, Dallas County, TX	Block A/5844, Land (approximately 87,367 SF) Improved with a Skating Rink (approx. 22,642 SF) (Lease with option to purchase)	Monthly Rental Rate: None specified Option purchase price: None specified

A sealed proposal for the property under consideration must be submitted on or before **Tuesday, January 27, 2009 at 8:30 A.M.** to Bonnie Meeder, Assistant Director, Development Services, 320 E. Jefferson Boulevard, Room 203, Dallas, Texas, 75203. The proposals must be on the City's promulgated "Proposal Form" and be accompanied by a completed "No Conflict of Interest Statement", a completed "No Title Policy Statement", a completed "Certification of No Debts Owed to the City", a completed "Additional Bidder Information and a cashier's check or certified check in the amount of \$5,000.00 or an amount equal to one month's proposed rent for deposit, whichever is greater. A current financial statement must be included with the proposal. Decisions will be based on proposal amounts, financial statement, and prior relevant experience. All proposals shall remain in effect for 90 days after the due date of submission. Proposals will be opened at **10:00 A.M., January 27, 2009**, by Bonnie Meeder, Assistant Director, Development Services, or her designee, in Room LL02, 320 E. Jefferson Boulevard, Dallas, Texas. In the event the successful proposer fails or refuses to consummate the lease with option to purchase within 60 days following acceptance of the proposal by the City Council, **the whole deposit shall be retained by the City of Dallas as liquidated damages.**

The land and improvements described above shall be referred to herein as the "Property". The lease with option to purchase shall be in a form approved by the City Attorney and contain the following: (1) the term of the lease shall be for five years; (2) rent shall be due and payable in advance monthly; (3) the lease shall be on a triple net basis with the lessee responsible for providing and paying all taxes, insurance, utilities, maintenance and repairs attributable to the Property and any improvements; (4) the lessee, at the lessee's cost and expense, shall be required to complete any improvements, renovations, restoration, finish-out, and repairs to the property (Tenant improvements). The Tenant Improvements shall be subject to the review and approval by the Directors of Equipment Building Services and Development Services, both as to the nature of and plans and specifications for the Tenant Improvements proposed and satisfactory completion and value; (5) the property use under the lease shall be for a skating rink or community based entertainment venue.

The lease shall contain an option to purchase the Property in favor of the lessee upon the following terms and conditions: (1) the conveyance upon closing shall be by Deed Without Warranty, in a form approved by the City Attorney; (2) the option to purchase shall expire upon the termination of the lease for whatever reason; (3) the Option Purchase Price shall escalate at a rate of 1% per year from the effective date of the lease until closing and lessee/grantee shall pay the Option Purchase Price and any such escalations at closing; (4) property taxes and assessments, if any, will be prorated through the closing and assumed by the lessee/grantee; and (5) all closing costs and title expenses, including without limitation the cost of title insurance, if desired, attributable to the closing of the purchase under the option shall be paid by the lessee/grantee.

Both the lease and any resulting sale pursuant to the option to purchase shall be: (a) subject to the terms, covenants, conditions, reservations, restrictions and exceptions set forth in the authorizing Dallas City Council Resolution, including without limitation the following: i) any and all visible and apparent easements and encroachments, whether of record or not; ii) 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; iii) 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 the purchaser; iv) a restriction prohibiting the placement of industrialized housing on the Property; and v) reservation by the City of Dallas of all oil, gas and other mineral in and under the property with a waiver of surface access rights relating to said minerals; and (b) strictly on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis, to the maximum extent permitted by law.

It is the responsibility of the proposers to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired. The City of Dallas makes no representation or warranty concerning zoning, condition of title, developability, or as to whether or not the Property can be utilized for any purpose. The City of Dallas disclaims responsibility as to the accuracy or completeness of any information relating to the Property. The data in this newspaper advertisement is for information only. The City of Dallas is not responsible for any misrepresentations, failures of disclosure, errors or any negligent or wrongful acts occurring in the context of or pertaining to the sale and/or its closing.

If the Property is to be leased and titled in any name other than the one making the proposal, this must be set out at the time of the proposal. The City will require proposers to certify that they, their spouses and any other party designated for lease and conveyance of title have no outstanding City of Dallas judgments, tax delinquencies, unpaid liens, open city code violations, civil penalties or fees, no more than 1 citation per property within the last six months for city code violations, no

more than 2 citations per property within the last 12 months for city code violations, no more than 1 mow/clean, securing or demolition lien on the property within the last 12 months.

For further information concerning this request for sealed proposals, contact Maleea Moore at (214) 948-4094, Ernestine Tucker at (214) 948-4086 or visit the website at www.pqt.dallascityhall.com

THE CITY OF DALLAS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS RECEIVED AND ANY LEASE WITH OPTION TO PURCHASE IS SUBJECT TO APPROVAL BY THE DALLAS CITY COUNCIL.