

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY AND 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.**

## **QUITCLAIM DEED**

**STATE OF TEXAS           §  
COUNTY OF DALLAS     §**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That the City of Dallas, a Texas municipal corporation, for itself, and as the trustee for the taxing entities received tax title under one certain Sheriff's Deed recorded as Instrument Number «VOLUME»«PAGE» of the Official Real Property Records of the county in which the property is located (the "GRANTORS"), and for and in consideration of the sum of «Purchaseprice», («PURCHASEPRICE»), the receipt and legal sufficiency of which is hereby acknowledged and the further consideration as set forth below, releases, quitclaims and surrenders to the below-named GRANTEE such title or interest as GRANTORS may have acquired, if any, by virtue of the tax foreclosure proceeding and as purchaser under the above described Sheriff's Deed, and by these presents and in accordance with Resolution No. «COUNCILRES» approved by the Dallas City Council on «COUNCILDATE», and with the consent and approval on behalf of said taxing entities pursuant to Dallas County Commissioners Court Order No. «COUNTYRES» approved «COUNTYDATE», and the Dallas Independent School District Resolution No. «SCHOOLRES» approved «SCHOOLDATE», does hereby release, quitclaim and surrender subject to the terms, conditions, provisions, and restrictions herein set forth, unto «PURCHASER» of «PADDRESS», «PCITY», «PSTATE», «PZIP» (the "GRANTEE"), all of the GRANTORS' rights, title and interests, if any, save and except any interest not acquired by said Sheriff's Deed and any and all easements, rights-of-way, and prescriptive rights, whether of record or not of record, including but not limited to those in favor of GRANTORS all presently recorded instruments that affect the property and subsequent taxes and assessments for prior years due to changes in land usage, ownership, or both, the payment of which GRANTEE assumes in and to the following described real property situated in Dallas County, Texas (the "Property"), to wit:

, (the "Property").

This Quitclaim Deed is made subject to and GRANTEE acknowledges the right of redemption as provided in the Texas Property Tax Code, sections 34.05 and 34.21. This Quitclaim Deed is also made subject to GRANTEE'S representation and agreement that GRANTEE did not purchase the Property on behalf of a Prohibited Person as hereinafter defined, and that GRANTEE will not sell or lease the Property to a Prohibited Person. A "Prohibited Person" shall mean any party who was named as a defendant in any legal proceedings at which the City obtained a final judgment in a District Court in Dallas County, Texas for delinquent taxes and an order to foreclose its tax lien on the Property. GRANTEE'S agreement shall be for five (5) years from execution of this Quitclaim Deed, and any breach or violation thereof may be enforced by GRANTORS against GRANTEE at law or in equity to require the correction of the violation. GRANTEE further agrees that if GRANTORS substantially prevail in a legal proceeding to enforce these terms, conditions, and restrictions, GRANTORS shall be entitled to recover damages, reasonable attorney fees, and court costs from GRANTEE. GRANTEE'S agreement to these terms, conditions and restrictions in this transaction is a material representation and part of the consideration for this transaction.

**IN ACCEPTING THE QUITCLAIM OF THE PROPERTY, GRANTEE AND ITS SUCCESSORS, HEIRS, AND ASSIGNS EXPRESSLY ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION WITH ALL FAULTS AND PENALTIES, IF ANY. GRANTEE AND ITS SUCCESSORS, HEIRS, AND ASSIGNS ARE NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR NON-ASSERTIONS BY THE CITY OF DALLAS IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE AND ITS SUCCESSORS, HEIRS, AND ASSIGNS EXPRESSLY ASSUME THE RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY. GRANTEE AND ITS SUCCESSORS, HEIRS, AND ASSIGNS RELEASE ANY RIGHTS THAT THEY MAY HAVE, AT LAW OR IN EQUITY AGAINST GRANTORS, ITS OFFICERS, AGENTS, AND EMPLOYEES IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE AND ITS SUCCESSORS, HEIRS, AND ASSIGNS HEREBY RELEASE GRANTORS, THEIR OFFICERS, AGENTS, AND**

EMPLOYEES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, TAX FORECLOSURE PROCEEDING(S), AND THE SALE OF THE PROPERTY. GRANTEE ACCEPTS THE PROPERTY SUBJECT TO ANY POST JUDGMENT TAXES, PENALTIES, AND INTERESTS AS STATED HEREIN. GRANTEE IS RESPONSIBLE AND LIABLE FOR POST JUDGMENT TAXES AS HEREIN STATED, INCLUDING THE PRO RATA PROPERTY TAXES FOR THE REMAINING PART OF THE THEN CURRENT CALENDAR YEAR, ASSESSED FROM THE DATE OF EXECUTION OF THIS QUITCLAIM DEED.

ONLY THE AD VALOREM PROPERTY TAX LIENS FOR THE TAX YEARS «JDMNTYRS» IN THE FORECLOSURE PROCEEDING BY THE JUDGMENT IN CAUSE NO. TX-«CAUSE\_NO» AND THE **NON-TAX MUNICIPAL LIENS OF RECORD** ARE DISCHARGED AND EXTINGUISHED BY VIRTUE OF THIS CONVEYANCE. GRANTEE IS RESPONSIBLE AND LIABLE FOR THE POST JUDGMENT TAX LIENS AND **NON-MUNICIPAL LIENS** FOR THE YEARS «POSTJDMNTYRS», WHICH ARE NOT DISCHARGED AND/OR EXTINGUISHED BY VIRTUE OF THIS CONVEYANCE TO GRANTEE.

**TO HAVE AND TO HOLD**, subject to the aforesaid, all of our right, title and interest, if any, in and to the above described property and premises, unto the said GRANTEE, his heirs, successors and assigns forever, so that GRANTORS and our legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof, subject to the exceptions and reservations herein stated.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

**APPROVED AS TO FORM:**  
**TAMMY L. PALOMINO,**  
**Interim City Attorney**

**CITY OF DALLAS**  
**T.C. BROADNAX,**  
**City Manager**

By: \_\_\_\_\_  
**Assistant City Attorney**

By: \_\_\_\_\_  
**Assistant City Manager**

**ATTEST:**

By: \_\_\_\_\_  
**City Secretary**

**THE STATE OF TEXAS** §  
**COUNTY OF DALLAS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, Assistant City Manager of the City of Dallas, a Texas municipal corporation, on behalf of said municipal corporation and as trustee on behalf of the taxing units receiving tax title under that one certain Sheriff's Deed, recorded in Instrument Number «VOLUME»«PAGE», of the Official Real Property Records of the county in which the property is located, pursuant to Chapter 34 of the Texas Property Tax Code.

\_\_\_\_\_  
Notary Public, State of Texas

**After recording return to:**  
City of Dallas  
Department of Public Works, Real Estate Division  
Log No. «ENDLOG»  
320 E. Jefferson Blvd., Room 203  
Dallas, Texas 75203

Property Address: «STREETNUM» «DIRECTION» «STREETNAME»