

ORDINANCE NO. 28714

An ordinance providing for the termination of Ordinance No. 24258 previously granting to Dallas Theological Seminary a private license to install and operate subsurface telecommunications cables under portions of Apple Street, Swiss Avenue and St. Joseph Street; granting a new private license to Dallas Theological Seminary to continue to occupy, maintain, and utilize three of the four previously granted license areas under portions of Apple Street, Swiss Avenue and St. Joseph Street rights-of-way, and for three additional license areas for three new subsurface communication cables under portions of St. Joseph Street and Swiss Avenue rights-of-way adjacent to City Blocks 2/741, 742, and 1/754 within the limits hereinafter more fully described; providing for terms and conditions of this license; providing for the annual compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

oooOooo

WHEREAS, on May 24, 2000, the City Council of the City of Dallas passed Ordinance No. 24258 thereby granting Dallas Theological Seminary a private license to utilize portions of St. Joseph Street, Apple Street and Swiss Avenue rights-of-way for the installation and maintenance of four subsurface fiber optic communication cables; and

WHEREAS, Dallas Theological Seminary is the owner of the real property abutting these license areas; and

WHEREAS, one of the four previously license areas with subsurface fiber optic cables installed under Ordinance No. 24258 is no longer needed or in use and has been removed;

WHEREAS, Dallas Theological Seminary has requested the termination of Ordinance No. 24258 and the incorporation of the rights of use granted thereunder as the three remaining licensed areas into a new license ordinance with new terms granting the continuation of said rights and the addition of three new additional licensed areas for the same use; and

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WHEREAS, Dallas Theological Seminary has requested the right to utilize portions of St. Joseph Street and Swiss Avenue rights-of-way to install and maintain three new subsurface fiber optic communication cables; and

WHEREAS, Dallas Theological Seminary a/f/n/a Evangelical Theological College is the owner of the real property abutting the three new license areas; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the license granted by Ordinance No. 24258 should be terminated and that the existing use rights for three of the four previously installed subsurface fiber optic cables should be incorporated into a new license with Dallas Theological Seminary that provides for the continuation of the previously granted rights and the addition of rights to three new additional license areas within the street rights of way for said purposes, subject to the conditions hereinafter more fully set out;

NOW, THEREFORE

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

SECTION 1. That the rights granted by said Ordinance No. 24258 are hereby terminated and consolidated herein; and

SECTION 2. That a private license, hereinafter referred to as "license", subject to the restrictions and conditions of this ordinance, is hereby granted to Dallas Theological Seminary, a Texas non-profit corporation, its successors and assigns, hereinafter referred to as **GRANTEE**, to occupy, maintain, and utilize for the purposes set out hereinbelow the tracts of land described in Exhibit A, hereinafter referred to as "licensed area" which is attached hereto and made a part hereof.

SECTION 3. That this license is granted for a term of forty (40) years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 4. That **GRANTEE** shall pay to the City of Dallas the sum of **ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS** annually for the license herein granted, said sum to become due and payable on the 2nd day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum of **ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS** shall become due and payable upon the final passage of this ordinance and shall cover the

consideration for 2012. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty (60) days of the due date, the Director of Department of Sustainable Development and Construction, or his designee, may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the City Controller of the City of Dallas and deposited in Fund 0001, Agency DEV, Org. 1181, Revenue Source 8200. In the event **GRANTEE's** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10% a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 5. That the licensed area shall be used by **GRANTEE** for the following purposes under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: installation and maintenance of six fiber optic subsurface communication cables in Apple Street, Swiss Avenue and St. Joseph Street rights-of-way .

SECTION 6. That this license is subject to the provisions set forth in EXHIBIT B and EXHIBIT C attached hereto and incorporated herein for all purposes.

SECTION 7. That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. The Governing Body of the City of Dallas reserves the right by resolution passed by said Governing Body, to terminate and cancel this license, upon giving **GRANTEE** sixty (60) days notice of its intent to cancel. Upon termination, all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City of Dallas shall not be held liable by reason thereof. Said resolution shall be final and shall not be subject to review by the Courts. **GRANTEE** shall have the right of cancellation upon giving the City of Dallas sixty (60) days written notice of its intention to cancel, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of

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Sustainable Development and Construction, any improvements and encroachments from the licensed areas at **GRANTEE's** expense.

Failure to do so shall subject **GRANTEE** to the provisions contained in EXHIBIT B Subsection (a) as applicable. All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 8. That the license is subject to the following conditions, terms and reservations:

- a) **GRANTEE** shall maintain a minimum of 24 inches vertical and horizontal clearance around existing ATMOS facilities. **GRANTEE** shall call 1-800-DIG-TESS to locate any ATMOS facilities before any excavation or underground construction or maintenance.
- b) **GRANTEE** shall contact Cut Control at 214-948-4445 to obtain a street cut permit at least 48 hours prior to construction in the streets.
- c) **GRANTEE** acknowledges that Time Warner Cable has the right to remain in the proposed area.
- d) **GRANTEE** shall locate AT&T's cables that run from Live Oak Street under St. Joseph Street southbound for 500 feet and locate the manhole that runs along Swiss Avenue prior to starting work.
- e) **GRANTEE** shall be responsible for any damage done to Dallas Water Utility facilities and other public facilities. **GRANTEE** shall contact Dallas Water Utilities Utility Coordination at 214-948-4584 at least 15 working days prior to construction to obtain as-built maps and plans of existing water and wastewater mains and to coordinate the applicants proposed construction plans. Where the stated distance is not possible, the **GRANTEE's** contractor must submit any variations in writing to City of Dallas Engineering Services along with a set of plans for review and approval by the appropriate Division.

GRANTEE shall contact Dallas Water Utilities at 214-670-5111 at least 2 working days prior to construction to have the existing water and wastewater mains located in the field. For both the existing and/or proposed improvements **GRANTEE** must maintain a minimum horizontal distance of 7.5 feet from the outer diameter of the existing water or wastewater mains. **GRANTEE** shall maintain a minimum vertical distance of 3.5 feet from the outer diameter of the improvements and the outer diameter of the existing water or wastewater mains.

- f) **GRANTEE** shall provide profile drawings and site plans of proposed conduits to Larry Trojan, or such other designated ONCOR personnel, with ONCOR 214-486-2255 for review prior to any construction. ONCOR has a major underground manhole/ductbank system within St. Joseph Street and Swiss Avenue right-of-way.

SECTION 9. That the license granted hereby shall not become effective until and unless **GRANTEE** files a final acceptance, in writing, to the terms and conditions of this ordinance with the Director of Department of Sustainable Development and Construction and said written acceptance shall be forwarded to the City Secretary of the City of Dallas. In the event said written final acceptance is not filed within six (6) months after the passage of this ordinance as provided for herein, then the Director of Department of Sustainable Development and Construction, or his designee may terminate this license.

SECTION 10. That upon receipt of **GRANTEE'S** final written acceptance, the Director of Department of Sustainable Development and Construction, or his designee, is hereby authorized to execute a NOTICE OF LICENSE and to file same in the deed records of Dallas County, Texas. Additionally, the Director of Department of Sustainable Development and Construction, or his designee, is hereby authorized to execute a cancellation of Notice of License upon termination by the City or **GRANTEE** and to file such cancellation of Notice of License in the deed records of Dallas County, Texas.

SECTION 11. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 12. That this license may not be assigned without prior written approval from the Director of Department of Sustainable Development and Construction, or his designee. Such assignment shall recite that it is subject to the terms, restrictions, and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area, and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction may terminate this license.

SECTION 13. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Record of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fee for the year 2012, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

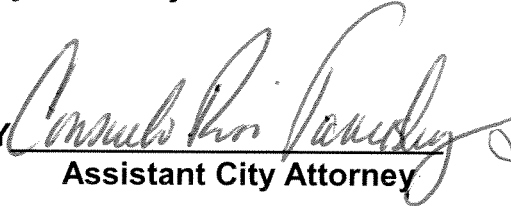
28714

SECTION 14. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

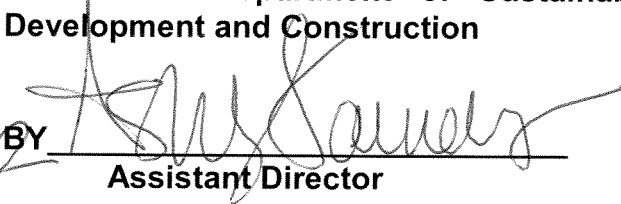
APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

THERESA O'DONNELL
Director of Department of Sustainable
Development and Construction

BY


Assistant City Attorney

BY


Assistant Director

Passed AUG 08 2012

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TRACT 1424258
28714EXHIBIT A
TRACT 1

LEGAL DESCRIPTION

LICENSE TO THE DALLAS THEOLOGICAL SEMINARY
APPLE STREET - CITY BLOCKS 1/741 & 2/741
CITY OF DALLAS, TEXAS

BEING a 96 square feet or 0.0022 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas, said tract being part of the street right of way of Apple Street (a 45 foot right of way), and being more particularly described as follows (the bearing basis for this description is a bearing of N 44°54'00" W for the northeast line of Apple Street as indicated in the deed to The Dallas Theological Seminary recorded in Volume 90197, Page 1542, Deed Records of Dallas County, Texas):

BEGINNING at a set 1/2 inch iron rod with a yellow plastic cap stamped "Kadleck 3952" for a corner in the northeast line of Apple Street, said point being S 44°54'00" E, a distance of 202.80 feet from a found "x" cut on concrete pavement at the intersection of the northeast line of Apple Street with the southeast line of Live Oak Street (an 80 foot right of way), and said point being S 44°54'00" E, a distance of 41.30 feet from the west corner of a tract of land conveyed to The Dallas Theological Seminary by deed recorded in Volume 87126, Page 808, Deed Records of Dallas County, Texas;

THENCE, S 44°54'00" E, with the northeast line of Apple Street, a distance of 2.14 feet to a set 1/2 inch iron rod with a yellow plastic cap stamped "Kadleck 3952" for a corner;

THENCE, S 24°35'30" W, crossing the right of way of Apple Street, a distance of 48.04 feet to a set 1/2 inch iron rod with a yellow plastic cap stamped "Kadleck 3952" for a corner in the southwest line of Apple Street, said point being N 44°54'00" W, a distance of 80.00 feet from the east corner of a tract of land conveyed to The Dallas Theological Seminary by deed recorded in Volume 4294, Page 573, Deed Records of Dallas County, Texas;

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00164]

LEGEND

- FIR Found Iron Rod
 [] License Area
 (CM) Controlling Monument

 SKETCH SHOWING
LICENSE AREA

NOTE: Bearing Basis for this survey is a bearing of N 44°54'00" E for Apple St. per Deed in Vol. 90197, Pg. 1542, D.R.D.C.T.

NUMBER	DIRECTION	DISTANCE
L1	N 24°35'30" E	48.04'
L2	S 44°54'00" E	2.14'
L3	S 24°35'30" W	48.04'
L4	N 44°54'00" W	2.14'

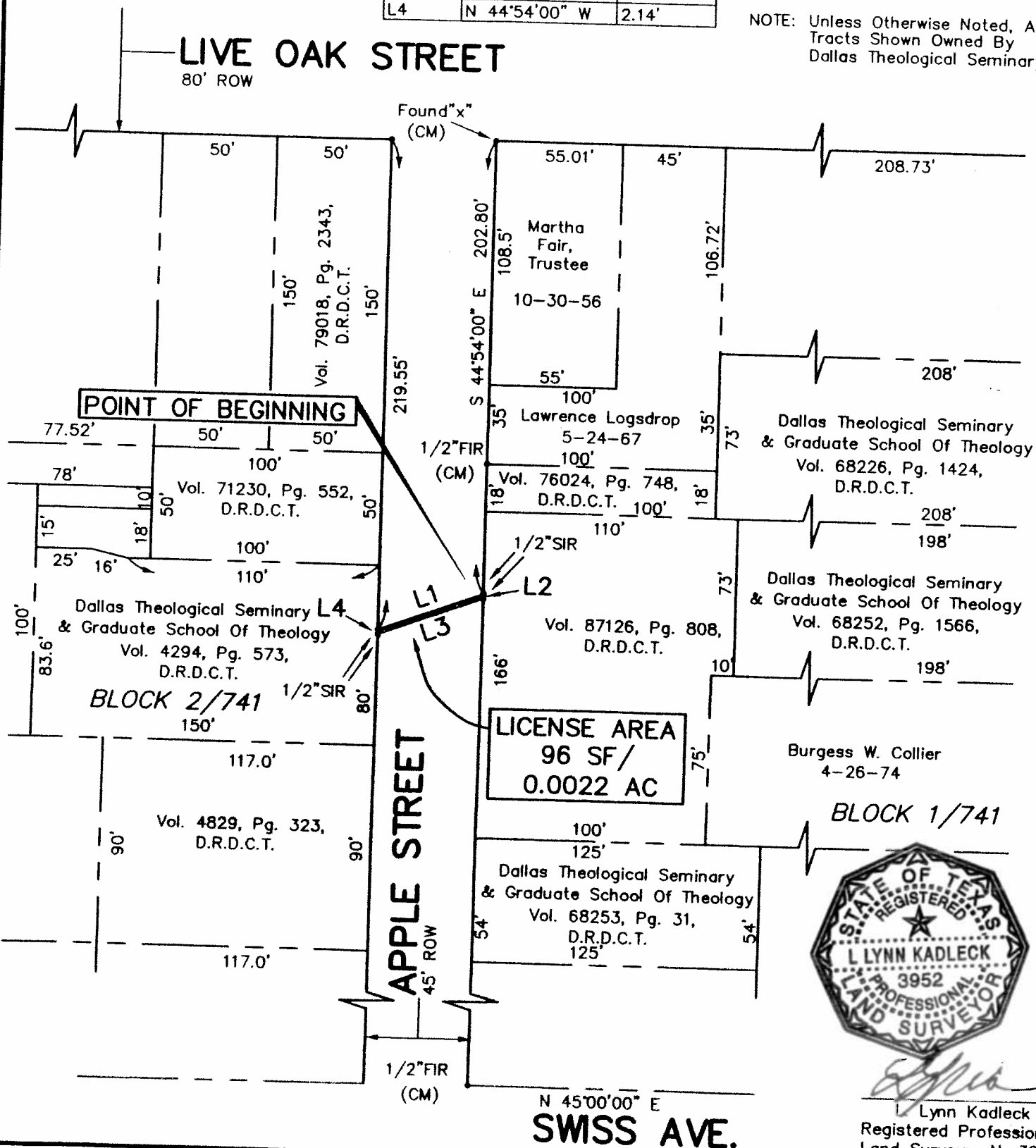
SCALE: 1"=60'

0 30 60



January 11, 1999

NOTE: Unless Otherwise Noted, All Tracts Shown Owned By Dallas Theological Seminary



24258

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121924
TRACT 2

EXHIBIT A

TRACT 2

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LEGAL DESCRIPTION

LICENSE TO THE DALLAS THEOLOGICAL SEMINARY
APPLE STREET - CITY BLOCKS 1/741 & 2/741
CITY OF DALLAS, TEXAS

BEING a 90 square feet or 0.0021 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas, said tract being part of the street right of way of way of Apple Street (a 45 foot right of way), and being more particularly described as follows (the bearing basis for this description is a bearing of N 44°54'00" W for the northeast line of Apple Street as indicated in the deed to The Dallas Theological Seminary recorded in Volume 90197, Page 1542, Deed Records of Dallas County, Texas):

BEGINNING at a set 1/2 inch iron rod with a yellow plastic cap stamped "Kadleck 3952" for a corner in the northeast line of Apple Street, said point being N 44°54'00" W, a distance of 99.92 feet from a found 3/4 inch iron pipe at the intersection of the northeast line of Apple Street with the northwest line of Swiss Avenue (a 55 foot right of way at this location), said 3/4 inch iron pipe being the south corner of a tract of land conveyed to The Dallas Theological Seminary by deed recorded in Volume 90197, Page 1542, Deed Records of Dallas County, Texas;

THENCE, S 49°06'20" W, crossing the right of way of Apple Street, a distance of 45.11 feet to a set 1/2 inch iron rod with a yellow plastic cap stamped "Kadleck 3952" for a corner in the southwest line of Apple Street, said point being N 44°54'00" W, a distance of 98.10 feet from the east corner of a tract of land conveyed to The Dallas Theological Seminary by deed recorded in Volume 1652, Page 386, Deed Records of Dallas County, Texas;

THENCE, N 44°54'00" W, with the southwest line of Apple Street, a distance of 2.00 feet to a set 1/2 inch iron rod with a yellow plastic cap stamped "Kadleck 3952" for a corner;

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121924EXHIBIT A
TRACT 2

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LEGAL DESCRIPTION (Continued)

LICENSE TO THE DALLAS THEOLOGICAL SEMINARY
APPLE STREET - CITY BLOCKS 1/741 & 2/741
CITY OF DALLAS, TEXAS

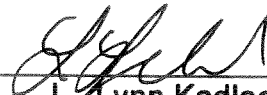
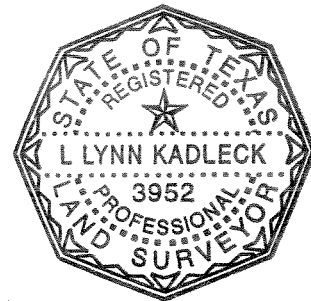
THENCE, N 49°06'20" E, crossing the right of way of Apple Street, a distance of 45.11 feet to a set 1/2 inch iron rod with a yellow plastic cap stamped "Kadleck 3952" for a corner in the northeast line of Apple Street;

THENCE, S 44°54'00" E, with the northeast line of Apple Street, a distance of 2.00 feet to the Point of Beginning and Containing 90 square feet or 0.0021 acre of land.

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from an on the ground survey performed on January 11, 1999, under the supervision of the undersigned and that the legal description is true and accurate.

Dated: May 31, 1999

L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952

LEGEND

- FIR Found Iron Rod
- License Area
- (CM) Controlling Monument

28714
SKETCH SHOWING
24258
LICENSE AREA

EXHIBIT A
TRACT 2

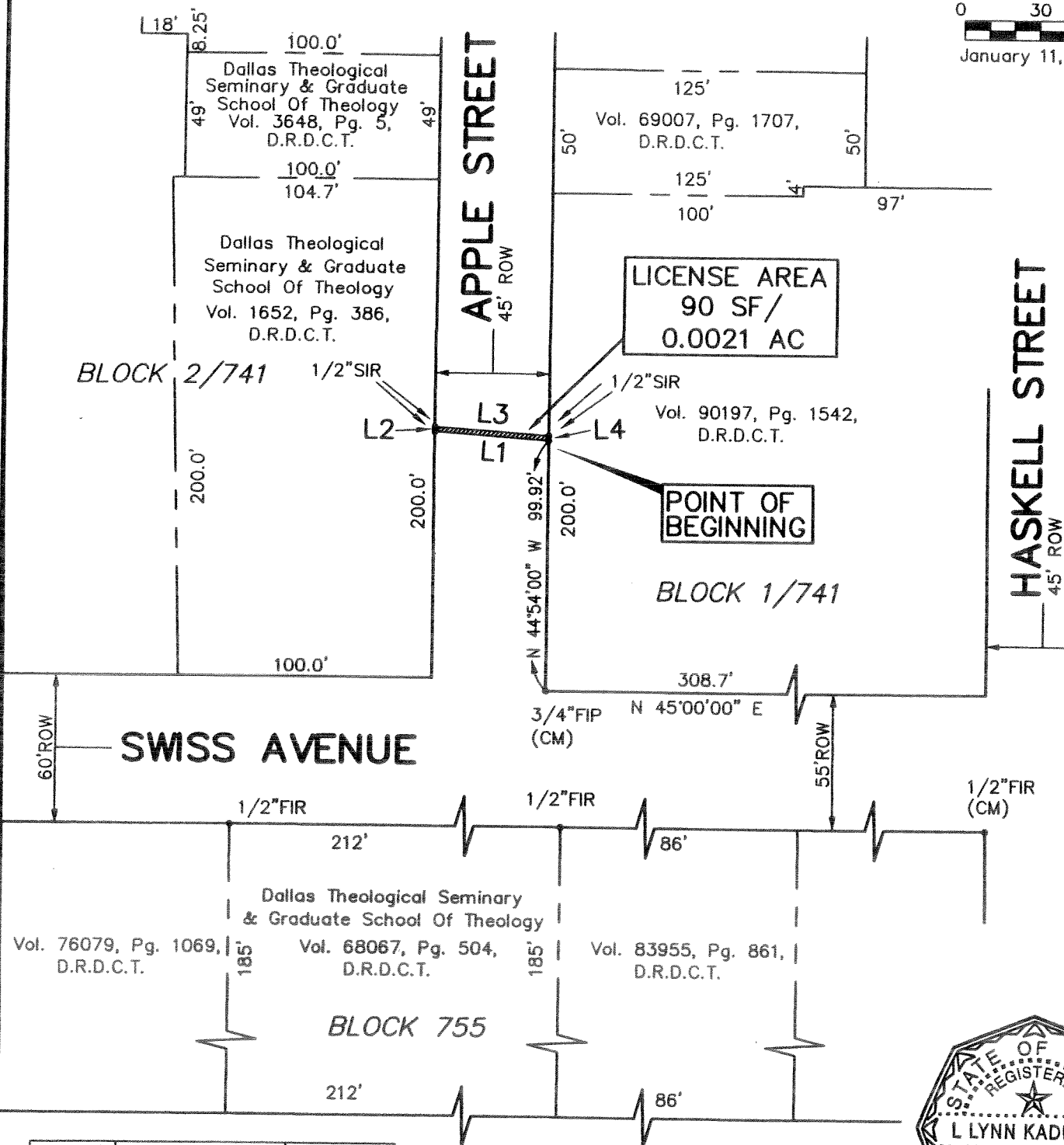
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121924

NOTE: Bearing Basis for this survey is a bearing of N 44°54'00" E for Apple St. per Deed in Vol. 90197, Pg. 1542, D.R.D.C.T.

SCALE: 1"=60'

0 30 60

January 11, 1999



NUMBER	DIRECTION	DISTANCE
L1	S 49°06'20" W	45.11'
L2	N 44°54'00" W	2.00'
L3	N 49°06'20" E	45.11'
L4	S 44°54'00" E	2.00'

NOTE: Unless Otherwise Noted, All Tracts Shown Owned By Dallas Theological Seminary by Deed Indicated



L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952

24258

001641
121924EXHIBIT A
TRACT 3

TRACT 3

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LEGAL DESCRIPTION

LICENSE TO THE DALLAS THEOLOGICAL SEMINARY
SWISS AVENUE - CITY BLOCKS 1741 & 755
CITY OF DALLAS, TEXAS

BEING a 116 square feet or 0.0027 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas, said tract being part of the street right of way of Swiss Avenue (a 55 foot right of way at this location), and being more particularly described as follows (the bearing basis for this description is a bearing of N 45°00'00" E for the northwest line of Swiss Avenue as indicated in the deed to The Dallas Theological Seminary recorded in Volume 90197, Page 1542, Deed Records of Dallas County, Texas):

BEGINNING at a set 1/2 inch iron rod with a yellow plastic cap stamped "Kadleck 3952" for a corner in the northwest line of Swiss Avenue, said point being N 45°00'00" E, a distance of 113.97 feet from a found 3/4 inch iron pipe at the intersection of the northwest line of Swiss Avenue with the northeast line of Apple Street (a 45 foot right of way), said point being in the southeast line of a tract of land conveyed to The Dallas Theological Seminary by deed recorded in Volume 90197, Page 1542, Deed Records of Dallas County, Texas;

THENCE, N 45°00'00" E, with the northwest line of Swiss Avenue, a distance of 2.11 feet to a set 1/2 inch iron rod with a yellow plastic cap stamped "Kadleck 3952" for a corner;

THENCE, S 63°29'00" E, crossing the right of way of Swiss Avenue, a distance of 57.99 feet to a set 1/2 inch iron rod with a yellow plastic cap stamped "Kadleck 3952" for a corner in the southeast line of Swiss Avenue and in the northwest line of a tract of land conveyed to The Dallas Theological Seminary by deed recorded in Volume 68067, Page 504, Deed Records of Dallas County, Texas;

24258

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EXHIBIT A
TRACT 3

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LEGAL DESCRIPTION (Continued)

LICENSE TO THE DALLAS THEOLOGICAL SEMINARY
SWISS AVENUE - CITY BLOCKS 1/741 & 755
CITY OF DALLAS, TEXAS

THENCE, S 45°00'00" W, with the southeast line of Swiss Avenue, a distance of 2.11 feet to a set 1/2 inch iron rod with a yellow plastic cap stamped "Kadleck 3952" for a corner;

THENCE, N 63°29'00" W, crossing the right of way of Swiss Avenue, a distance of 57.99 feet to the Point of Beginning and Containing 116 square feet or 0.0027 acre of land.

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from an on the ground survey performed on January 11, 1999, under the supervision of the undersigned and that the legal description is true and accurate.

Dated: May 31, 1999



L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952



LEGEND

- FIR Found Iron Rod
- License Area
- (CM) Controlling Monument

SKETCH SHOWING LICENSE AREA

NOTE: Bearing Basis for this survey is a bearing of N 45°00'00" E for Swiss Ave. per Deed in Vol. 90197, Pg. 1542, D.R.D.C.T.

NUMBER	DIRECTION	DISTANCE
L1	N 45°00'00" E	2.11'
L2	N 63°29'00" W	57.99'
L3	N 45°00'00" E	2.11'
L4	N 63°29'00" W	57.99'

SCALE: 1"=60'

0 30 60
January 11, 1999

APPLE STREET
45' ROW

HASKELL AVENUE

BLOCK 1/741

Vol. 90197, Pg. 1542,
D.R.D.C.T.

LICENSE AREA
116 SF/
0.0027 AC

3/4" FIP
(CM)

1/2" SIR

L1

308.7'

N 45°00'00" 113.97'

POINT OF BEGINNING

L2

8.5'

1/2" FIR

SWISS AVENUE
55' ROW

1/2" SIR

L3

1/2" FIR
(CM)

45' ROW

Dallas Theological Seminary
& Graduate School Of Theology
Vol. 68067, Pg. 504,
D.R.D.C.T.

Vol. 83955, Pg. 861,
D.R.D.C.T.

Wanda F.
Ellenwood
9-4-75

BLOCK 755

Sam Ventura
7-21-43

FLOYD STREET
50' ROW

NOTE: Unless Otherwise Noted, All Tracts Shown Owned By Dallas Theological Seminary by Deed Indicated



Lynn Kadleck
Registered Professional
Land Surveyor No. 3952

28714

121924

10' LICENSE AGREEMENT

A Portion of Saint Joseph Street
Between Live Oak Street
and Swiss Avenue

TRACT 4

Adjacent To Blocks 2/741 and A/742
John Grigsby Survey, Abstract No. 495
City Of Dallas, Dallas County, Texas

DESCRIPTION, of a 466 square foot (0.011 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; adjacent to Blocks 2/741 and A/742 of the Official Block Numbers of the City of Dallas, Texas; said tract being a portion of Saint Joseph Street (a variable width right-of-way, by use and occupation) between Live Oak Street (an 80-foot wide right-of-way) and Swiss Avenue (a variable width right-of-way); said 466 square foot (0.011 acre) tract being more particularly described as follows (bearing system for this survey is based on a bearing of South 46 degrees, 18 minutes, 40 seconds East for the southwest right-of-way line of St. Joseph Street according to the plat of Dallas Theological Seminary No. 3 recorded in Instrument No. 200600293908 of the Official Public Records of Dallas County, Texas):

BEGINNING, at a point for corner in the said southwest line of Saint Joseph Street and the northeast line of Lot 1, Block A/742, of said Dallas Theological Seminary No. 3; said point being South 46 degrees, 18 minutes, 40 seconds East, a distance of 8.36 feet from a "+" cut in concrete found at the intersection of the said southwest line of Saint Joseph Street and the southeast right-of-way line of said Live Oak Street; said point being the north corner of said Lot 1, Block A/742;

THENCE, North 45 degrees, 00 minutes, 00 seconds East, departing the said southwest line of Saint Joseph Street and the northeast line of said Lot 1, Block A/742, a distance of 46.69 feet to a point for corner in the northeast right-of-way line of said Saint Joseph Street and the southwest line of Lot 1, Block 2/741, Dallas Theological Seminary, an addition to the City of Dallas, Texas according to the plat recorded in Volume 2005154, Page 195 of said Deed Records;

THENCE, South 45 degrees, 30 minutes, 49 seconds East, along the said northeast line of Saint Joseph Street and the said southwest line of Lot 1, Block 2/741, a distance of 10.00 feet to a point for corner;


THENCE, South 45 degrees, 00 minutes, 00 seconds West, departing the said northeast line of Saint Joseph Street and the said southwest line of Lot 1, Block 2/741, a distance of 46.55 feet to a point for corner in the said southwest line of Saint Joseph Street and the said northeast line of Lot 1, Block A/742;

THENCE, North 46 degrees, 18 minutes, 40 seconds West, along the said southwest line of Saint Joseph Street and the said northeast line of Lot 1, Block A/742, a distance of 10.00 feet to the POINT OF BEGINNING;

CONTAINING: 466 square feet or 0.011 acres of land, more or less.

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

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the license agreement tract described.

 09/07/2011
Eric A. Kreiner Date
Registered Professional Land Surveyor No. 5320
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00



(For SPRG use only)	
Reviewed By:	<u>DBF</u>
Date:	<u>09.12.2011</u>
SPRG NO:	<u>2194</u>

28714

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BLOCK 721

OFFSITE FACILITIES INC.
(VOL. 98166, PG. 8176)
(D.R.D.C.T.)

125.74'

198.40'

**ST. JOSEPH
STREET**LOT 3, BLOCK 722
DALLAS THEOLOGICAL SEMINARY NO.
(INST. NO. 200600293907)
(O.P.R.D.C.T.)DALLAS THEOLOGICAL SEMINARY
(VOL. 2000047, PG. 4758)
(D.R.D.C.T.)
453.82'**LIVE OAK
STREET**80' R.O.W.
(AT THIS POINT)10' LICENSE
AGREEMENT
466 SF
(0.011 ACRES)60 D NAIL FOUND
(C.M.)S 45°30'49" E
10.00'N 45°00'00" E
46.69'**P.O.B.**S 45°00'00" W
46.55'N 46°18'40" W
10.00'**ST. JOSEPH
STREET**(VARIABLE WIDTH RIGHT-OF-WAY)
(BY USE AND OCCUPATION)45' R.O.W.
(AT THIS POINT)"+" FOUND IN
CONCRETE (C.M.)N 45°00'00" E 137.87'
S 46°18'40" E 8.36'
(BEARING BASIS)LOT 1, BLOCK A/742
DALLAS THEOLOGICAL
SEMINARY NO. 3
(INST. NO. 200600293908)
(O.P.R.D.C.T.)
DALLAS THEOLOGICAL SEMINARY
(VOL. 87245, PG. 4235)
(D.R.D.C.T.)0 10 20 40
GRAPHIC SCALE IN FEETThe undersigned, Registered Professional Land
Surveyor, hereby certifies that this plat of
survey accurately sets out the metes and
bounds of the license agreement tract
described.Eric A. Kreiner
Registered Professional
Land Surveyor No. 532009/07/2011
Date**LEGEND**

—	PROPERTY LINE
—	LICENSE
—	AGREEMENT LINE
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	— CONTROLLING MONUMENT
D.R.D.C.T.	— DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	— OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING

LOT 1, BLOCK 2/741
DALLAS THEOLOGICAL SEMINARY
(VOL. 2005154, PG. 195)
(D.R.D.C.T.)DALLAS THEOLOGICAL SEMINARY
(VOL. 67, PG. 1342)
(D.R.D.C.T.)

(For SPRG use only)

Reviewed By: DBF
Date: 09-12-2011
SPRG NO: 2194**NOTES:**

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of South 46 degrees, 18 minutes, 40 seconds East for the southwest right-of-way line of St. Joseph Street according to the plat of Dallas Theological Seminary No. 3 recorded in Instrument No. 200600293908 of the Official Public Records of Dallas County, Texas.

10' LICENSE AGREEMENTA PORTION OF SAINT JOSEPH STREET
BETWEEN LIVE OAK STREET
AND SWISS AVENUEADJACENT TO BLOCKS 2/741 AND A/742
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 2 OF 2**Pacheco Koch**

DALLAS ■ FORT WORTH ■ HOUSTON

8350 N. CENTRAL EXPWY. SUITE 1000
DALLAS, TX 75206 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-100080-00DRAWN BY
SBP/JRMCHECKED BY
EAKSCALE
1"=20'DATE
SEPT. 2011JOB NUMBER
2444-11.176

DWG FILE: 2444-11.176EX1.DWC

M:\DWG-24\2444-11.176\DWG\SURVEY\2444-11.176EX1.DWG

09/07/2011 - 4:13PM

J.MILLER

28714

5' LICENSE AGREEMENT

A Portion of Saint Joseph Street
Between Live Oak Street
and Swiss Avenue

Adjacent To Blocks 2/741 and A/742
John Grigsby Survey, Abstract No. 495
City Of Dallas, Dallas County, Texas

EXHIBIT

TRACT 5 12192

DESCRIPTION, of a 210 square foot (0.005 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; adjacent to Blocks 2/741 and A/742 of the Official Block Numbers of the City of Dallas, Texas; said tract being a portion of Saint Joseph Street (a variable width right-of-way, by use and occupation) between Live Oak Street (an 80-foot wide right-of-way) and Swiss Avenue (a variable width right-of-way); said 210 square foot (0.005 acre) tract being more particularly described as follows (bearing system for this survey is based on a bearing of North 45 degrees, 18 minutes, 00 seconds West for the southwest right-of-way line of St. Joseph Street according to the plat of Dallas Theological Seminary No. 3 recorded in Instrument No. 200600293908 of the Official Public Records of Dallas County, Texas):

BEGINNING, at a point for corner in the said southwest line of Saint Joseph Street and the northeast line of said Dallas Theological Seminary No. 3; said point being North 45 degrees, 18 minutes, 00 seconds West, a distance of 13.61 feet from a "+" cut in concrete found at the intersection of the said southwest line of Saint Joseph Street (42-foot wide at this point) and the northeast right-of-way line of said Swiss Avenue (50-foot wide at this point); said point being the east corner of said Lot 1, Block A/742;

THENCE, North 45 degrees, 18 minutes, 00 seconds West, along the said southwest line of Saint Joseph Street and the northeast line of said Lot 1, Block A/742, a distance of 5.04 feet to a point for corner;

THENCE, North 51 degrees, 51 minutes, 44 seconds East, departing the said southwest line of Saint Joseph Street and the northeast line of said Lot 1, Block A/742, a distance of 41.97 feet to a point for corner in the northeast right-of-way line of said Saint Joseph Street and the southwest line of a tract of land described in Warranty Deed to Evangelical Theological College recorded in Volume 1323, Page 258 of said Deed Records;


THENCE, South 45 degrees, 30 minutes, 49 seconds West, along the said northeast line of Saint Joseph Street and the said southwest line of the Evangelical Theological College tract, a distance of 5.04 feet to a point for corner;

THENCE, South 51 degrees, 51 minutes, 44 seconds West, departing the said southwest line of Saint Joseph Street and the said northeast line of Lot 1, Block A/742, a distance of 41.99 feet to the POINT OF BEGINNING;

CONTAINING, 210 square feet or 0.005 acres of land, more or less.

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

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the license agreement tract described.

 09/07/2011
Eric A. Kreiner Date
Registered Professional Land Surveyor No. 5320
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00



License Agreement-ex2.doc
2444-11.176ex2.dwg sbp/jrm

(For SPRG use only)	
Reviewed By:	<u>DBF</u>
Date:	<u>09.12.2011</u>
SPRG NO:	<u>2195</u>

28714

121924



LOT 1, BLOCK A/742
DALLAS THEOLOGICAL
SEMINARY NO. 3
(INST. NO. 200600293908)
(O.P.R.D.C.T.)
DALLAS THEOLOGICAL SEMINARY
(VOL. 77014, PG. 312)
(D.R.D.C.T.)

(BEARING BASIS)
N 45°18'00" W 228.35'

**ST.
JOSEPH
STREET**

(VARIABLE WIDTH RIGHT-OF-WAY)
(BY USE AND OCCUPATION)

S 45°30'49" E

5.04'

N 51°51'44" E

41.97'

S 51°51'44" W

41.99'

P.O.B.

N 45°18'00" W 13.61'

S 45°00'00" W 169.37'

"+" FOUND IN
CONCRETE (C.M.)

N 45°18'00" W

5.04'

4.35'
"+" FOUND IN
CONCRETE (C.M.)

208'

55' R.O.W.
(AT THIS POINT)

**SWISS
AVENUE**

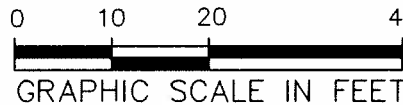
**5' LICENSE
AGREEMENT
210 SF
(0.005 ACRES)**

93'
BLOCK 753

VARON HOLDINGS CO. LLC
(INST. NO. 20080385285)
(O.P.R.D.C.T.)

(For SPRG use only)

Reviewed By: DBF
Date: 09-12-2011
SPRG NO: 2195



GRAPHIC SCALE IN FEET

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of North 45 degrees, 18 minutes, 00 seconds West for the southwest right-of-way line of St. Joseph Street according to the plat of Dallas Theological Seminary No. 3 recorded in Instrument No. 200600293908 of the Official Public Records of Dallas County, Texas.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the license agreement described.



Eric A. Kreiner
Registered Professional
Land Surveyor No. 5320

Date



Pacheco Koch

DALLAS • FORT WORTH • HOUSTON

8350 N. CENTRAL EXPWY, SUITE 1000
DALLAS, TX 75206 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-100080-00

5' LICENSE AGREEMENT

A PORTION OF SAINT JOSEPH STREET
BETWEEN LIVE OAK STREET
AND SWISS AVENUE

ADJACENT TO BLOCKS 2/741 AND A/742
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 2 OF 2

28714

121924
EXHIBIT A**5' LICENSE AGREEMENT**

A Portion of Swiss Avenue
Between Saint Joseph Street
and Apple Street
Adjacent To Blocks 2/741 and 754
John Grigsby Survey, Abstract No. 495
City Of Dallas, Dallas County, Texas

TRACT 6

DESCRIPTION, of a 273 square foot (0.006 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; adjacent to Blocks 2/741 and 754 of the Official Block Numbers of the City of Dallas, Texas; said tract being a portion of Swiss Avenue (a variable width right-of-way, by use and occupation) and Apple Street (a 50-foot wide right-of-way); said 273 square foot (0.006 acre) tract being more particularly described as follows (bearing system for this survey is based on a bearing of South 45 degrees, 18 minutes, 00 seconds East for the southwest right-of-way line of St. Joseph Street according to the plat of Lot 1, Block A/742 Dallas Theological Seminary No. 3 recorded in Instrument No. 200600293908 of the Official Public Records of Dallas County, Texas):

BEGINNING, at a point for corner in the northwest line of said Swiss Avenue (55-feet wide at this point) and the southeast line of a tract of land described in Warranty Deed to Evangelical Theological College recorded in Volume 1323, Page 258 of said Deed Records; said point being North 45 degrees, 14 minutes, 59 seconds East, a distance of 98.66 feet from a "+" cut in concrete found at the intersection of the said northwest line of Swiss Avenue and the northeast right-of-way line of said Saint Joseph Street (42-feet wide at this point);

THENCE, North 45 degrees, 14 minutes, 59 seconds East, along the said northwest line of Swiss Avenue and the southeast line of said Evangelical Theological College tract, a distance of 5.00 feet to a point for corner;

THENCE, South 44 degrees, 24 minutes, 57 seconds East, departing the said northwest line of Swiss Avenue and the southeast line of said Evangelical Theological College tract, a distance of 54.63 feet to a point for corner in the southeast right-of-way line of said Swiss Avenue and the northwest line of said Seminary Housing Addition;


THENCE, South 45 degrees, 14 minutes, 59 seconds West, along the said southeast line of Swiss Avenue and the said northwest line of Lot 1, Block 754, a distance of 5.00 feet to a point for corner;

THENCE, North 44 degrees, 24 minutes, 57 seconds West, departing the said southeast line of Swiss Avenue and the said northwest line of Lot 1, Block 754, a distance of 54.63 feet to the POINT OF BEGINNING;

CONTAINING; 273 square feet or 0.006 acres of land, more or less.

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

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the license agreement tract described.

 09/07/2011
Eric A. Kreiner Date
Registered Professional Land Surveyor No. 5320
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00



License Agreement-ex3.doc
2444-11.176ex3.dwg sbp/jrm

(For SPRG use only)	
Reviewed By:	<u>DBF</u>
Date:	<u>09-12-2011</u>
SPRG NO:	<u>2193</u>

28714

121924

LOT 1, BLOCK A/742
DALLAS THEOLOGICAL
SEMINARY NO. 3
(INST. NO. 200600293908)
(O.P.R.D.C.T.)

DALLAS THEOLOGICAL SEMINARY
(VOL. 77014, PG. 312)
(D.R.D.C.T.)

S 45°00'00" W 169.37'

(BEARING BASIS)
S 45°18'00" E
247.00'

"+" FOUND IN
CONCRETE (C.M.)

50' R.O.W.
(AT THIS POINT)

ST. JOSEPH
STREET

"+" FOUND IN
CONCRETE (C.M.)

SWISS AVENUE

(VARIABLE WIDTH RIGHT-OF-WAY)
(BY USE AND OCCUPATION)

BLOCK 2/741
EVANGELICAL THEOLOGICAL COLLEGE
(VOL. 1323, PG. 258)
(D.R.D.C.T.)



N 45°14'59" E

5.00'

P.O.B.

N 45°14'59" E 98.66'

5' LICENSE
AGREEMENT
273 SF
(0.006 ACRES)

N 44°24'57" W

54.63'

S 44°24'57" E

54.63'

55' R.O.W.
(AT THIS POINT)

93'
BLOCK 753

VARON HOLDINGS CO. LLC
(INST. NO. 20080385285)
(O.P.R.D.C.T.)

135'

0 10 20 40
GRAPHIC SCALE IN FEET

(For SPRG use only)

Reviewed By: DBF
Date: 09-12-2011
SPRG NO: 2193

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the license agreement tract described.

Eric A. Kreiner
Registered Professional
Land Surveyor No. 5320

Date



LEGEND

- PROPERTY LINE
- LICENSE AGREEMENT LINE
- POINT FOR CORNER (UNLESS OTHERWISE NOTED)
- (C.M.) - CONTROLLING MONUMENT
- D.R.D.C.T. - DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. - OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING

LOT 1, BLOCK 754
SEMINARY HOUSING ADDITION
(VOL. 2001048, PG. 42)
(D.R.D.C.T.)
DALLAS THEOLOGICAL SEMINARY
(VOL. 87117, PG. 20)
(D.R.D.C.T.)

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of South 45 degrees, 18 minutes, 00 seconds East for the southwest right-of-way line of St. Joseph Street per Warranty Deed With Vendor's Lien recorded in Volume 77014, Page 312 of the Deed Records of Dallas County, Texas.

5' LICENSE AGREEMENT

A PORTION OF SWISS AVENUE
BETWEEN SAINT JOSEPH STREET
AND APPLE STREET

ADJACENT TO BLOCKS 2/741 AND 754
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 2 OF 2



Pacheco Koch

DALLAS ■ FORT WORTH ■ HOUSTON

8350 N. CENTRAL EXPWY. SUITE 1000
DALLAS, TX 75206 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY SBP/JRM	CHECKED BY EAK	SCALE 1"=20'	DATE SEPT. 2011	JOB NUMBER 2444-11.176
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**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

That this license is granted subject to the following additional conditions, terms and reservations:

- (a) That at such time as this license is terminated or canceled for any reason whatsoever, **GRANTEE**, upon orders issued by the City acting through the Director of Sustainable Development and Construction, or designee, shall remove all installations, improvements and appurtenances owned by it situated in, under or attached to the licensed area, and shall restore the premises to its former condition in accordance with the requirements of the Director of Sustainable Development and Construction at the sole cost of **GRANTEE**. In the event, upon termination of this license, **GRANTEE** shall fail to remove its installations, improvements and appurtenances and to restore the licensed area in compliance with orders issued by City, or such work is not done to the satisfaction of the Director of Sustainable Development and Construction, then in either event the City shall have the right to do all work necessary to restore said area to its former condition or cause such work to be done, and to assess the cost of all such work against **GRANTEE**; in neither event shall the City of Dallas be liable to **GRANTEE** on account thereof.
- (b) It is further understood that if and when the City of Dallas, in the exercise of its discretion, shall determine that the grade of any street, sidewalk or parkway should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the licensed area, and/or any of **GRANTEE's** installations and improvements thereon, any modifications or changes to **GRANTEE's** facilities in the licensed area or in construction or reconstruction of any public improvement attributable to **GRANTEE's** use of the licensed area and/or its installations and improvements thereon, shall be made at the sole expense of **GRANTEE** and to the satisfaction of the Director of Sustainable Development and Construction.
- (c) At such time as this license is granted, it is agreed, and a condition hereof, that **GRANTEE** shall procure and keep in full force and effect **Commercial General Liability Insurance** coverage issued by an insurance company authorized and approved by the State of Texas, acceptable to the City of Dallas and issued in the standard form approved by the Texas Department of Insurance. The insured provisions of this policy must name the City of Dallas as an additional insured protecting the City of Dallas against any and all claims for damages to persons or property as a result of or arising out of the use, operation and maintenance by **GRANTEE** of the licensed area and **GRANTEE's** installations, improvements, landscaping and equipment in connection therewith and located therein. The Commercial General Liability coverage must include, but not limited to, Premises/Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of not less than \$500,000 per occurrence and \$500,000 annual aggregate. This insurance shall also include coverage for underground, explosion and collapse hazards (i.e. not excluded). If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

accordance with the provisions of the Dallas City Code as it now exists, or as may hereafter be adopted or amended.

- (f) The Governing Body of the City of Dallas reserves the right, at any time without notice, to terminate and cancel this license, by resolution, upon a finding by the Governing Body that this license is inconsistent with the public use of the property or whenever the purpose or use of the license is likely to become a nuisance and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City of Dallas shall not be held liable by reason thereof. The decision of the Governing Body of the City in this matter shall be final and binding upon all parties insofar as the City's determination as to whether the **GRANTEE's** use of this license constitutes a nuisance or is inconsistent with the public use of the property.
- (g) As a condition hereof, **GRANTEE** agrees and is bound to the extent allowed by law to defend, indemnify and hold the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for bodily injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the use, occupancy and maintenance of the licensed area or **GRANTEE's** installations and improvements within the licensed area, from any act or omission of any representative, agent, customer and/or employee of **GRANTEE**, or by **GRANTEE's** breach of any of the terms or provisions of this license, or by any negligent or strictly liable act or omission of **GRANTEE**, its officers, agents, employees or contractors in the use, occupancy and maintenance of **GRANTEE's** installations and improvements within the licensed area; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City of Dallas, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of both the **GRANTEE** and the City of Dallas, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. This obligation to indemnify and defend shall also include any claim for damage that any utility or communication company, whether publicly or privately owned, may sustain or receive by reason of **GRANTEE's** use of the licensed area or **GRANTEE's** improvements and equipment located thereon. In addition to the foregoing, **GRANTEE** covenants and agrees never to make a claim of any kind or character whatsoever against the City of Dallas for damage of any kind that it may suffer by reason of the installation, construction, reconstruction, operation or maintenance of any public improvement, utility or communication facility on the licensed area, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or wastewater mains or storm sewer facilities, regardless of

Exhibit C**Additional License Provisions**

1. **LICENSEE** shall not provide local exchange telephone services or other services directly regulated by the Texas Public Utility Commission ("PUC") without obtaining:
 - (1) PUC approval to provide the service; and
 - (2) a separate license or franchise from the City of Dallas for the provision of any such service.
2. **LICENSEE** shall own all lines and facilities used by it within the licensed area.
3. **LICENSEE** shall not lease, sell, permit or otherwise authorize others, which do not have a City of Dallas telecommunications or video franchise, to use any or all of its lines, facilities, conduit space or transmission capacity in any line, cable or facility placed in the licensed area without the prior, written consent of both the Revenue and Taxation and Property Management Divisions of the City of Dallas prior to the finalization of the transaction.
4. **LICENSEE** shall use its installations and facilities solely for itself and its property; if the installations and facilities are not for **LICENSEE's** use, the terms and conditions of Section 3 above will apply.
5. **LICENSEE** shall not directly connect or permit others using its lines, facilities, conduit space or transmission capacity to directly connect to customers or offer retail services from all or any portion of its lines or facilities.
6. **LICENSEE** shall not use its aerial/subsurface cable and/or fiber optic lines to provide cable services or other video services, as defined in Title 47, Chapter 5 of the United States Code, as amended (47 U.S.C.A., Section 521, et seq), or as recognized by the Federal Communications Commission ("FCC").
7. If **LICENSEE** desires to provide any telecommunications, video or cable services not authorized by this license, it agrees to, as part of any license authorizing provision of that service, to pay a separate fee to the City of Dallas for the provision of local exchange telephone services, a service directly regulated by the PUC, cable services, other defined video services, other video services recognized by the FCC, Personal Communication Service or like service.
8. Should **LICENSEE** violate the terms of this EXHIBIT C, then the rights of **LICENSEE** under this license shall automatically cease and terminate and the provisions of Section 5 of this Temporary License Agreement shall control.