

ORDINANCE NO. 30549

An ordinance providing for the abandonment of a portion of Griffin Street located adjacent to City Block B/443 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Jahan Sebastian Enterprise, LLC; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

**WHEREAS**, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Jahan Sebastian Enterprise, LLC, a Texas limited liability company, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said portion of Griffin Street is not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

**WHEREAS**, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth.

**Now, Therefore,**

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

**SECTION 1.** That the tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of the sum of **FIFTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$59,900.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10 and 11, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tract of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

**SECTION 3.** That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions and conditions of this ordinance.

**SECTION 4.** That the Chief Financial Officer is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction-Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in the General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

**SECTION 5.** That the abandonment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and are further subject to the conditions contained in Exhibit B, which is attached hereto and made a part hereof for all purposes.

**SECTION 6.** That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

**SECTION 7.** That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

**SECTION 8.** That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 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 lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and

**SECTION 8.** (continued)

(f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. 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.

**SECTION 9.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tract of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

**SECTION 10.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall:

- a) not alter the abandonment area in such a manner that would:
  - i) prevent the public from using the public parking on streets (Griffin, Peters, Wall)
  - ii) reduce the number of on-street parking spaces in an excessive, deliberate, or unnecessary manner without the approval of the Dallas Police Department.
  - iii) prevent or impede the City of Dallas from placing parking meters or signs for installation, use and maintenance next to curb.
- b) not install special pavers, bricks, or concrete in an area next to curb without prior approval of the Dallas Police Department. **GRANTEE** acknowledges area must remain in suitable condition that allows the City install of the appropriate base needed for parking meters or government signage. **GRANTEE's** use of pavers, bricks or concrete placed next to the curb that creates a condition whereby the City must remove, and do a replacement install, will be at the expense of **GRANTEE**.
- c) construct sidewalks on the site in accordance with current zoning regulations.
- d) verify all utility lines in the area prior to completion of abandonment.

**SECTION 11.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the effectiveness of this abandonment, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, its successors and assigns, to the satisfaction of the Director of Sustainable Development and Construction.


**SECTION 12.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2 , plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. 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.

**SECTION 13.** That this contract is designated as Contract No. DEV-2017-00001906.

**SECTION 14.** That 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:  
LARRY E. CASTO, City Attorney

DAVID COSSUM, Director  
Department of Sustainable Development and  
Construction

BY:   
Assistant City Attorney

BY:   
Assistant Director

Passed                       
AUG · 9 2017

30549

171185

**STREET ABANDONMENT**

WALNUT GROVE ADDITION  
Part of Lot 3, Block B/443,  
J. Grigsby Survey Abstract No. 495 &  
J. Bryan Survey Abstract No. 145  
City of Dallas, Dallas county, Texas

DATE: MARCH/2016  
JOB NO.16-02-031  
SHEET 1 OF 2

**Exhibit A**

DESCRIPTION, of a 2,995 square foot (0.069 acre) tract of land situated in the J. Grigsby Survey, Abstract No. 495 and the J. Bryan Survey, Abstract No. 145, Dallas County, Texas, and being a part of Lot 3, Block B/443, Walnut Grove Addition, an addition to the City of Dallas, according to the plat recorded in Volume 106, Page 186, Deed Records of Dallas County, Texas; said tract being part of a tract of land described in Warranty Deed to the City of Dallas and recorded in Volume 581, Page 849 of said Deed records, and part of a tract of land described in Warranty Deed to the City of Dallas and recorded in Volume 567, Page 1266 of said Deed Records, and being more particularly described by metes and bounds as follows (bearing basis for this survey is based on the southeast line of Lot 1 and Lot 2 of said Walnut Grove Addition, North 51°00'00" E):

COMMENCING, at a 5/8-inch iron rod found for corner on the southwest right-of-way line of Peters Street (a 40-foot right-of-way); said point being the east corner of said Lot 1, the north corner of said Lot 3, and the north corner of said first-referenced City of Dallas tract;

THENCE, South 51°00'00" West, departing the said southwest right-of-way line of Peters Street and along the southeast line of said Lot 1 and the northwest line of said Lot 3 and said first-referenced City of Dallas tract, a distance of 5.00 feet to the POINT OF BEGINNING;

THENCE, South 41°10'49" East, a distance of 42.70 feet to a point for corner;

THENCE, South 16°52'34" West, a distance of 11.19 feet to a point for corner;

THENCE, South 75°04'20" West, a distance of 94.29 feet to a point for corner;

THENCE, South 75°27'23" West, a distance of 2.23 feet to a point for corner;

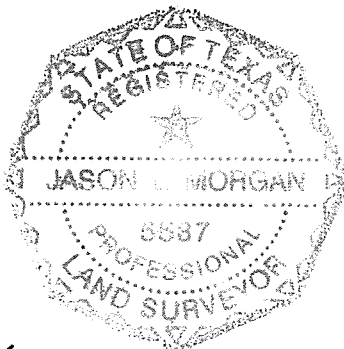
THENCE, North 70°35'05" West, a distance of 8.29 feet to a point for corner;

THENCE, North 36°35'44" West, a distance of 2.50 feet to a point for corner in the southeast line of said Lot 2 and the northwest line of said Lot 3 and second-referenced City of Dallas tract;

THENCE, North 51°00'00" East, along the southeast line of said Lots 1 and 2, and the northwest line of said Lot 3 and said second-referenced City of Dallas tract, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2,995 square feet or 0.069 acres of land.

The basis of bearing for this survey (N 15°00'00" E) is the southeast line of lot 1 & lot 2, Walnut Grove Addition, recorded in Volume 106, page 186, Deed Records, Dallas County, Texas.

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



REVIEWED BY: JL  
DATE: 4-21-17  
SPRG NO. 3745

PREPARED BY:  
JASON L. MORGAN, RPLS 5587  
GLOBAL LAND SURVEYING, INC.  
2030 "G" AVENUE, SUITE 1104  
PLANO, TEXAS, 75074  
OFFICE: (972) 881-1700  
FAX: (972) 423-1083  
E-MAIL: info@gl-s-inc.com

JASON L. MORGAN TXRPLS 5587

30549 171185

**BLOCK A/440**

TEOF HOTEL, LP  
INSTRUMENT NO. 201400125680  
O.P.R.D.C.T.

**Exhibit A**



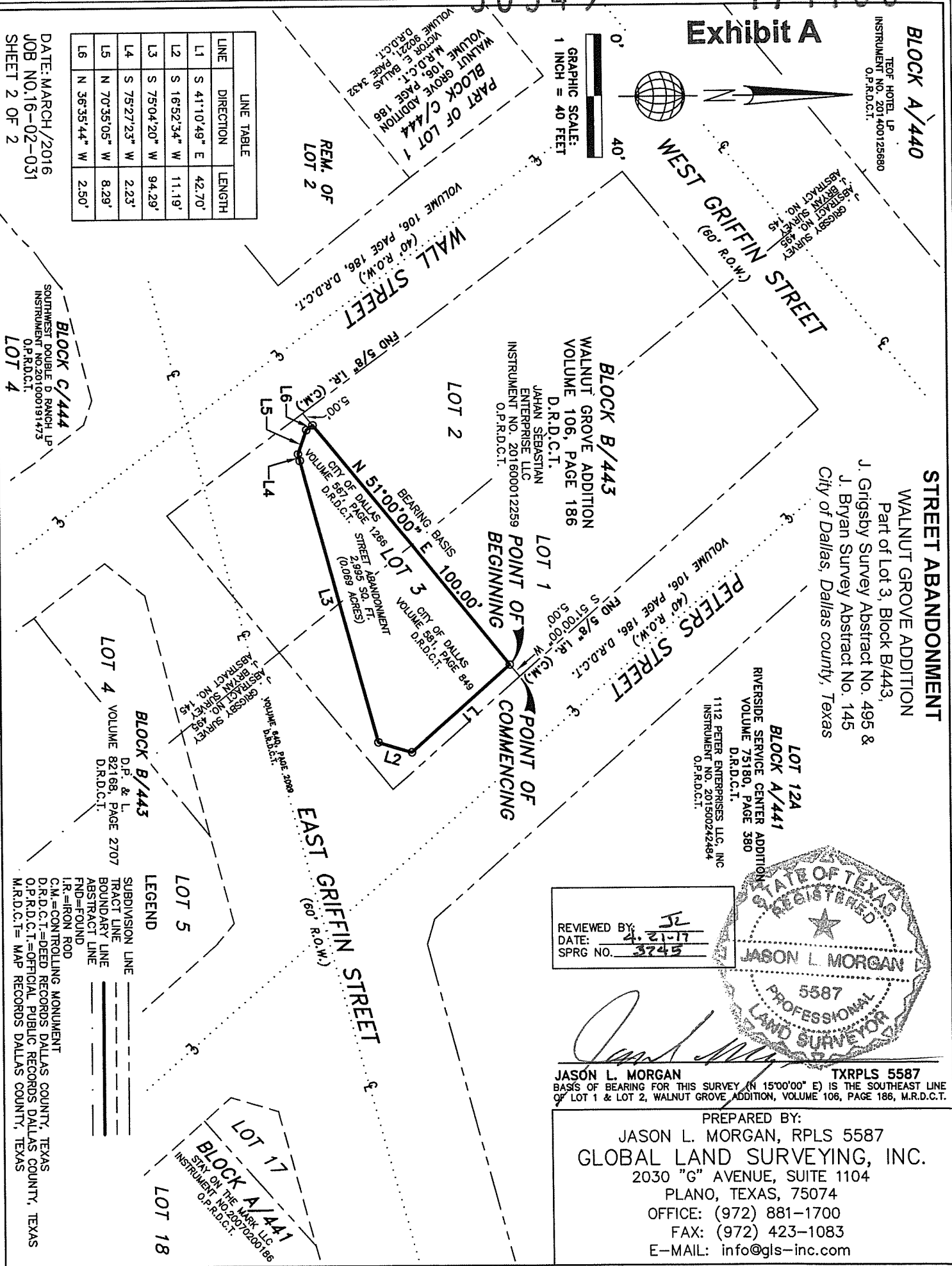
GRAPHIC SCALE:  
1 INCH = 40 FEET

LINE	DIRECTION	LENGTH
L1	S 41°10'49" E	42.70'
L2	S 16°52'34" W	11.19'
L3	S 75°04'20" W	94.29'
L4	S 75°27'23" W	2.23'
L5	N 70°35'05" W	8.29'
L6	N 36°35'44" W	2.50'

DATE: MARCH/2016  
JOB NO.16-02-031  
SHEET 2 OF 2

**STREET ABANDONMENT**

WALNUT GROVE ADDITION  
Part of Lot 3, Block B/443,  
J. Grigsby Survey Abstract No. 495 &  
J. Bryan Survey Abstract No. 145  
City of Dallas, Dallas county, Texas

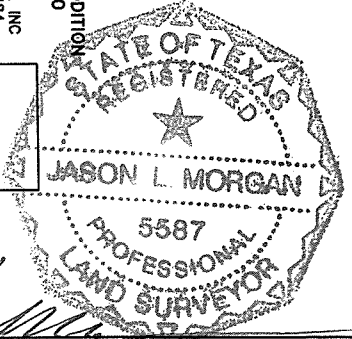


**BLOCK C/444**  
SOUTHWEST DOUBLE D RANCH LP  
INSTRUMENT NO.201000191473  
O.P.R.D.C.T.

**BLOCK B/443**  
D.F. & L.  
VOLUME 82168, PAGE 2707  
D.R.D.C.T.

**BLOCK A/441**  
STAY ON THE MARK, LLC  
INSTRUMENT NO.20070200186  
O.P.R.D.C.T.

REVIEWED BY: JL  
DATE: 4.21.17  
SPRG NO. 3745



**JASON L. MORGAN** TXRPLS 5587  
BASIS OF BEARING FOR THIS SURVEY (N 15°00'00" E) IS THE SOUTHEAST LINE  
OF LOT 1 & LOT 2, WALNUT GROVE ADDITION, VOLUME 106, PAGE 186, M.R.D.C.T.

PREPARED BY:  
**JASON L. MORGAN, RPLS 5587**  
**GLOBAL LAND SURVEYING, INC.**  
2030 "G" AVENUE, SUITE 1104  
PLANO, TEXAS, 75074  
OFFICE: (972) 881-1700  
FAX: (972) 423-1083  
E-MAIL: info@gls-inc.com

**LEGEND**

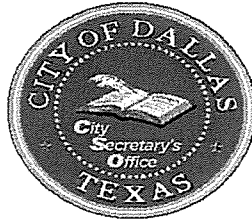
- SUBDIVISION LINE
- TRACT LINE
- BOUNDARY LINE
- ABSTRACT LINE
- FND=FOUND
- LR.=IRON ROD
- C.M.=CONTROL MONUMENT
- D.R.D.C.T.=DEED RECORDS DALLAS COUNTY, TEXAS
- O.P.R.D.C.T.=OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS
- M.R.D.C.T.=MAP RECORDS DALLAS COUNTY, TEXAS



## EXHIBIT B

### ADDITIONAL ABANDONMENT PROVISIONS

That as a condition hereof, this abandonment is subject to any utilities or communication facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, ("Facilities") presently located within the abandoned area described in Exhibit "A", owned and/or operated by the City of Dallas or any utility or communications company, public or private, ("Utility") and to the rights of any Utility for the use of the abandoned area for its Facilities. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto the City of Dallas, and not abandoned or conveyed hereunder, an easement (to which this abandonment is made expressly subject) over, upon, under, through, in, and across the abandoned area for each Utility for its respective Facilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, additions, expansions, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the Utility owning and/or operating same. No buildings, structures (above or below ground) or trees shall be constructed or placed within the abandoned area without written consent of each affected Utility. Each Utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the abandoned area and shall at all times have the full right of ingress and egress to or from and upon the abandoned area for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining, expanding, upgrading, and/or adding to all or part of its Facilities without the necessity at any time of procuring the permission of anyone. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the applicable Utility and/or operators of the Facilities until said Facilities are removed and relocated from the abandoned area. The relocation, removal or adjustment of any or all such Facilities, if made necessary by GRANTEE'S (whether one or more natural persons or legal entities) use of the abandonment area, shall be at the expense of GRANTEE herein, or GRANTEE'S successors and assigns. Should GRANTEE'S relocation or removal of the Facilities require the obtaining of new easements, the acquisition of same shall be at the expense of GRANTEE, GRANTEE'S successors and assigns. If any of the Facilities (or relocations thereof) are allowed to remain on any part of the abandoned area, the easements and buildings restrictions provided herein shall remain thereon. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease.



## PROOF OF PUBLICATION – LEGAL ADVERTISING

The legal advertisement required for the noted ordinance was published in the Dallas Morning News, the official newspaper of the city, as required by law, and the Dallas City Charter, Chapter XVIII, Section 7.

DATE ADOPTED BY CITY COUNCIL AUG 9 2017

ORDINANCE NUMBER 30549

DATE PUBLISHED AUG 12 2017

ATTESTED BY: