

ORDINANCE NO. 30707

An ordinance granting a private license to Dallas County Hospital District d/b/a Parkland Health & Hospital System to occupy, maintain and utilize a portion of Harry Hines Boulevard right-of-way and aerial rights on, over and across a portion of Harry Hines Boulevard located near the intersection of Harry Hines Boulevard and Medical District Drive, adjacent to City Blocks A/5748 and 6056 within the limits hereinafter more fully described, for the purpose of maintaining and utilizing a pedestrian skybridge and support column; providing for the 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.

ooo0ooo

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

SECTION 1. That a private license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to Dallas County Hospital District d/b/a Parkland Health and Hospital System, a political subdivision of the State of Texas, its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out hereinbelow the tract of land; and aerial rights described over a portion of Harry Hines Boulevard, beginning at an elevation of 476.5 feet to 499.0 feet above mean sea level, described in Exhibit A, hereinafter referred to as “licensed area” which is attached hereto and made a part hereof.

SECTION 2. That this license is granted for a term of forty (40) years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That **GRANTEE** shall pay to the City of Dallas the sum of **EIGHT THOUSAND FIVE HUNDRED FOURTEEN (\$8,514.00) 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 **EIGHT THOUSAND FIVE HUNDRED FOURTEEN**

SECTION 3. (continued)

(\$8,514.00) DOLLARS shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2017. 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 the Department of Sustainable Development may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in General Fund, Fund 0001, Department DEV, Unit 1181, Revenue Code 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 percent 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 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: maintain and utilize a pedestrian skybridge and support column.

SECTION 5. That this license is subject to the provisions set forth in Exhibit B, attached hereto and made a part hereof.

SECTION 6. That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed areas for any public purpose. The Governing Body of the City of Dallas reserves the right by resolution duly 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 cancelled 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

SECTION 6. (continued)

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 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). 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 7. That the license is subject to the following conditions, terms and reservations:

- a) **GRANTEE** shall provide detailed design plans submitted and approved through the Right-of-Way Management Division of the Mobility and Streets Services Department. In addition to any Building Permits that may be required, a Right-of-Way Permit and Traffic Control Approval must be applied for and issued prior to any work in the field and;
- b) **GRANTEE** shall locate all underground facilities in the field and shown on the drawings as referenced above so that they can be verified at the proposed location of the pier and columns and;
- c) **GRANTEE** shall assure that Texas Department of Licensing and Regulation (TDLR)/American with Disability Act (ADA) requirements for slope, clearance and widths and surface treatment are adhered to throughout the TDLR/ADA Accessible Route and;
- d) **GRANTEE** shall provide adequate access to the 6-inch, 12-inch water main and an 8-inch wastewater main along Harry Hines Boulevard and under the skybridge for Dallas Water Utilities. Adequate access is required for operational and maintenance needs for Dallas Water Utilities and;
- e) **GRANTEE** shall acknowledge that Atmos has facilities in the area described in Exhibit A and **GRANTEE** shall be responsible to relocate said facilities if conflicts arise.

SECTION 8. That upon the effectiveness of this ordinance, the Director of Department of Sustainable Development and Construction, or 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 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 9. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 10. That this license may not be assigned without prior written approval from the Director of Department of Sustainable Development and Construction, or designee. Such assignment shall recite that it is subject to the terms, restriction 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, or designee, may terminate this license.

SECTION 11. That in lieu of the insurance requirements specified in Exhibit B, Subsection (c), **GRANTEE** may self-insure to the extent permitted by applicable law under any plan of self-insurance, maintained in accordance with sound accounting practices, against the risks described in this Subsection (c) and shall not be required to maintain insurance hereunder provided that **GRANTEE** furnishes the City satisfactory evidence of the existence of an insurance reserve adequate for the risks covered by such plan of self-insurance, evidence of which shall be provided to the City prior to issuance of a certified copy of the ordinance to **GRANTEE**.

SECTION 12. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records 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 pursuant to Section 3 of this ordinance, 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.

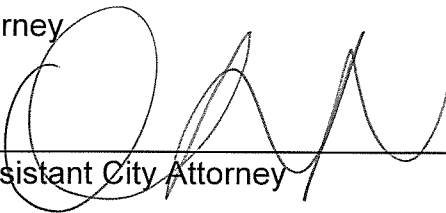
SECTION 13. That this contract is designated as Contract No. DEV-2017-00002585.

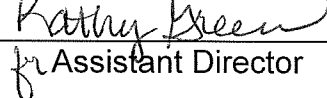
SECTION 14. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
for Assistant Director

DEC 13 2017

Passed _____.

EXHIBIT A-TRACT 1

**AERIAL RIGHTS LICENSE
ABOVE GROUND ELEVATION 26.0 FEET TO 48.5 FEET
MEAN SEA LEVEL ELEVATION 476.5 FEET TO 499.0 FEET**

Being Part of Harry Hines Boulevard Right-of-Way, Dallas, Texas
Lying between City Block A/5748 & 6056,
Crawford Grigsby Survey, Abstract No. 533, and
A. Bahn Survey, Abstract No. 182
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 4,333 square foot (0.099 acre) tract of land (projected above the herein described horizontal plane, between above ground elevation of 26.0 feet to 48.5 feet and mean sea level elevation of 476.5 feet to 499.0 feet, having a volume of 97,493 cubic feet) situated in the Crawford Grigsby Survey, Abstract No. 533 and the A. Bahn Survey, Abstract No. 182, City of Dallas, Dallas County, Texas; said tract being a part of Harry Hines Boulevard, a variable width public right-of-way, and a part of that tract of land described in Agreement to the County of Dallas recorded in Volume 1664, Page 421 of the Deed Records of Dallas County, Texas, and a part of that tract of land described in Right of Way Deed to the State of Texas recorded in Volume 2179, Page 140 of the Deed Records of Dallas County, Texas; said tract lying between City Block A/5748 & 6056; said 4,333 square foot (0.099 acre) tract being more particularly described as follows (bearing system based on the southwest line of Lot 1A, Block A/5748, New Parkland Hospital, Phase 2 (South 49 degrees 07 minutes 59 seconds East) as recorded in Instrument 201100289123 of the Official Public Records of Dallas County, Texas):

COMMENCING, at a point at the south end of a right-of-way corner clip at the intersection of the northeast right-of-way line of Harry Hines Boulevard (a variable width right-of-way) with the southeast right-of-way line of Butler Street (a variable width right-of-way); said point being the most southerly southwest corner of Lot 2, Block A/5752, McDonald's / Harry Hines Addition, an addition to the City of Dallas, Texas according the plat recorded in Volume 2000102, Page 4823 of the Deed Records of Dallas County, Texas;

THENCE, in a southeasterly direction, along said northeast line of said Harry Hines Boulevard the following three (3) calls:

South 48 degrees, 25 minutes, 17 seconds East, at a distance of 142.27 passing the southeast corner of said Lot 2, continuing in all a total distance of 220.67 feet to a "+" cut found for corner in the southwest line of Lot 1, Block A/5752, Salvation Army Service Center No. 2, an addition to the City of Dallas, Texas according to the plat recorded in Volume 93233, Page 7101 of the Deed Records of Dallas County, Texas;

South 49 degrees, 03 minutes, 17 seconds East, a distance of 293.30 feet to a power pole found at the southeast corner of said Lot 1; said point being the most westerly southwest corner Lot 1A, Block A/5748, New Parkland Hospital, Phase 2, an addition to the City of Dallas according to the plat recorded in Instrument 201100289123 of the Official Public Records of Dallas County, Texas;

South 49 degrees, 07 minutes, 59 seconds East, with the said southwest line of Lot 1A, a distance of 247.15 to the POINT OF BEGINNING;

THENCE, South 49 degrees, 07 minutes, 59 seconds East, continuing with the said northeast line of Harry Hines Boulevard and the said southwest line of Lot 1A, a distance of 22.58 feet to a point for corner and the beginning of a non-tangent curve to the left; from said point a PK Nail found bears South 49 degrees 07 minutes, 59 seconds East, a distance of 190.11 feet;

THENCE, in a southwesterly direction, with said curve to the left, having a central angle of 38 degrees, 45 minutes, 45 seconds, a radius of 291.67 feet, a chord bearing and distance of South 34 degrees, 59 minutes, 12 seconds West, 193.58 feet, an arc distance of 197.33 feet to a point for corner in the southwest right-of-way line of said Harry Hines Boulevard; said point being in the northeast line of City

REVIEWED BY
JC 11-10-14
SPAL 3069

30707

171852

EXHIBIT A-TRACT 1

**AERIAL RIGHTS LICENSE
ABOVE GROUND ELEVATION 26.0 FEET TO 48.5 FEET
MEAN SEA LEVEL ELEVATION 476.5 FEET TO 499.0 FEET**

Being Part of Harry Hines Boulevard Right-of-Way, Dallas, Texas
Lying between City Block A/5748 & 6056,
Crawford Grigsby Survey, Abstract No. 533, and
A. Bahn Survey, Abstract No. 182
City of Dallas, Dallas County, Texas

Block 6056 and that tract of land conveyed to Dallas County Hospital District as recorded in Volume 4500, Page 107 of the Deed Records of Dallas County, Texas;

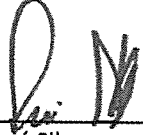
THENCE, North 49 degrees, 11 minutes, 33 seconds West, with the said southwest line of Harry Hines Boulevard and the said the northeast line of City Block 6056 and said Dallas County Hospital District tract, a distance of 24.13 feet to a point for corner and also being the beginning of a non-tangent curve to the right;

THENCE, in a northeasterly direction, with said curve to the right, having a central angle of 35 degrees, 55 minutes, 21 seconds, a radius of 313.67 feet, a chord bearing and distance of North 35 degrees, 26 minutes, 37 seconds East, 193.46 feet, an arc distance of 196.66 feet to the POINT OF BEGINNING;

CONTAINING, 4,333 square feet or 0.099 acres of land, more or less.

(An exhibit 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 easement tract described



René Silvas

6/10/14
Date

Registered Professional Land Surveyor No. 5921
Pacheco Koch Consulting Engineers, Inc.
8350 North Central Expressway, #1000
Dallas, Texas 75206
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00



2389-13.110EX1
Estm 1.Doc

BY
JC 12-10-14
SILVAS

30707

171852

BUTLER ST.
(VARIABLE WIDTH R.O.W.)

EXHIBIT A-TRACT 1

LEGEND

---	PROPERTY LINE
---	EASEMENT LINE
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	- CONTROLLING MONUMENT
A.G.E.	- ABOVE GROUND ELEVATION
M.S.L.	- MEAN SEA LEVEL
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
P.O.C.	- POINT OF COMMENCING

LOT 2, BLOCK A/5752
MCDONALD'S / HARRY
HINES ADDITION
(VOL. 2000102, PG. 4823)
(D.R.D.C.T.)

LOT 1, BLOCK A/5752, SALVA
ARMY SERVICE CENTER NO. 7101
(VOL. 92233, PG. 7101)
(D.R.D.C.T.)
THE SALVATION ARMY
(VOL. 93038, PG. 183)
(D.R.D.C.T.)

P.O.C.

COUNTY OF DALLAS
(VOL. 1664, PG. 421)
(D.R.D.C.T.)

CRAWFORD GRIGSBY
SURVEY -
ABSTRACT NO. 533
A BAHN SURVEY -
ABSTRACT NO. 182

STATE OF TEXAS
(VOL. 2179, PG. 140)
(D.R.D.C.T.)

"+" CUT FOUND
IN CONCRETE

"+" CUT FOUND
IN CONCRETE

POWER POLE
FOUND (C.M.)

$\Delta=35^{\circ}55'21''$
 $R=313.67'$
 $L=196.66'$
 $T=101.68'$
 $CB=N 35^{\circ}26'37'' E$
 $CD=193.46'$

P.O.B.

LINE TABLE

LINE	BEARING	LENGTH
L1	S 48° 25' 17" E	220.67'
L2	S 49° 03' 17" E	293.30'
L3	S 49° 07' 59" E	247.15'

LOT 1A, BLOCK A/5748,
NEW PARKLAND HOSPITAL,
PHASE 2
(INST. NO. 201100289123)
(O.P.R.D.C.T.)

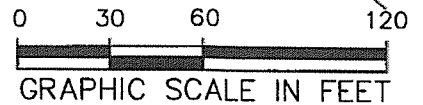
DALLAS COUNTY
HOSPITAL DISTRICT
d/b/g PARKLAND HEALTH
& HOSPITAL SYSTEMS
(INST. NO. 201100077081)
(O.P.R.D.C.T.)

AERIAL RIGHTS LICENSE
(ABOVE GROUND ELEVATION
26.0 FEET TO 48.50 FEET)
(MEAN SEA LEVEL ELEVATION
476.5 FEET TO 499.0 FEET)
4,333 SF
(0.099 ACRES)

**HARRY HINES
U.S. HIGHWAY 77**
(VARIABLE WIDTH R.O.W.)

$\Delta=38^{\circ}45'45''$
 $R=291.67'$
 $L=197.33'$
 $T=102.61'$
 $CB=S 34^{\circ}59'12'' W$
 $CD=193.58'$

PK NAIL
FOUND (C.M.)



NOTES:

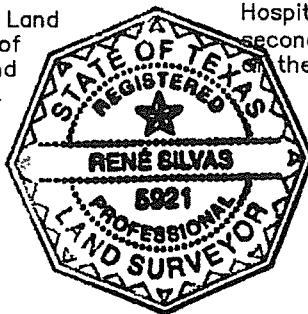
1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the southwest line of Lot 1A, Block A/5748, New Parkland Hospital, Phase 2 (South 49 degrees 07 minutes 59 seconds East) as recorded in Instrument 201100289123 of the Official Public Records of Dallas County, Texas

REVIEWED BY
JL 11-15-14
SPR 3849

CITY BLOCK 6056

DALLAS COUNTY HOSPITAL DISTRICT
(VOL. 4500, PG. 107)
(D.R.D.C.T.)

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



René Silvas
Registered Professional
Land Surveyor No. 5921

4/10/14
Date

**AERIAL RIGHTS
LICENSE**

ABOVE GROUND ELEVATION 26.0 FEET
TO 48.5 FEET,
MEAN SEA LEVEL ELEVATION 476.5 FEET
TO 499.0 FEET,
BETWEEN CITY BLOCK A/5748 & 6056,
LOCATED IN THE CITY OF DALLAS, TEXAS
CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
AND A BAHN SURVEY - ABSTRACT NO. 182
DALLAS COUNTY, TEXAS

PAGE 3 OF 3

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06/10/2014 - 10:53AM

RSILVAS

Pacheco Koch

6100 WESTERN PLACE, SUITE 1001
FORT WORTH, TX 76107 817.412.7155
TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193824

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
AC	RS	1"=60'	02/10/2014	2389-13.110

EXHIBIT A-TRACT 2

STREET RIGHT OF WAY LICENSE

Being Part of Harry Hines Boulevard Right-of-Way, Dallas, Texas
Lying between City Block A/5748 & 6056,
Crawford Grigsby Survey, Abstract No. 533, and
A. Bahn Survey, Abstract No. 182
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 400 square foot (0.009 acre) tract of land situated in the Crawford Grigsby Survey, Abstract No. 533 and the A. Bahn Survey, Abstract No. 182, City of Dallas, Dallas County, Texas; said tract being a part of Harry Hines Boulevard, a variable width public right-of-way, and a part of that tract of land described in Agreement to the County of Dallas recorded in Volume 1664, Page 421 of the Deed Records of Dallas County, Texas, and a part of that tract of land described in Right of Way Deed to the State of Texas recorded in Volume 2179, Page 140 of the Deed Records of Dallas County, Texas; said tract lying between City Block A/5748 & 6056; said 400 square foot (0.009 acre) tract being more particularly described as follows (bearing system based on the southwest line of Lot 1A, Block A/5748, New Parkland Hospital, Phase 2 (South 49 degrees 07 minutes 59 seconds East) as recorded in Instrument 201100289123 of the Official Public Records of Dallas County, Texas):

COMMENCING, at a point at the south end of a right-of-way corner clip at the intersection of the northeast right-of-way line of Harry Hines Boulevard (a variable width right-of-way) with the southeast right-of-way line of Butler Street (a variable width right-of-way); said point being the most southerly southwest corner of Lot 2, Block A/5752, McDonald's / Harry Hines Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 2000102, Page 4823 of the Deed Records of Dallas County, Texas;

THENCE, in a southeasterly direction, along said northeast line of said Harry Hines Boulevard the following two (2) calls:

South 48 degrees, 25 minutes, 17 seconds East, at a distance of 142.27 passing the southeast corner of said Lot 2, continuing in all a total distance of 220.67 feet to a "+" cut found for corner in the southwest line of Lot 1, Block A/5752, Salvation Army Service Center No. 2, an addition to the City of Dallas, Texas according to the plat recorded in Volume 93233, Page 7101 of the Deed Records of Dallas County, Texas;

South 49 degrees, 03 minutes, 17 seconds East, a distance of 293.30 feet to a power pole found at the southeast corner of said Lot 1; said point being the most westerly southwest corner Lot 1A, Block A/5748; New Parkland Hospital, Phase 2, an addition to the City of Dallas according to the plat recorded in Instrument 201100289123 of the Official Public Records of Dallas County, Texas; from said point a PK Nail found bears South 49 degrees 07 minutes, 59 seconds East, a distance of 459.84 feet;

THENCE, South 27 degrees, 56 minutes, 47 seconds East, departing the said northeast line of said Harry Hines Boulevard and the said southwest corner Lot 1A, Block A/5748, a distance of 259.13 feet to a point for corner and the POINT OF BEGINNING;

THENCE, South 55 degrees, 29 minutes, 05 seconds East, a distance of 20.00 feet to a point for corner;

THENCE, South 34 degrees, 30 minutes, 55 seconds West, a distance of 20.00 feet to a point for corner;

THENCE, North 55 degrees, 29 minutes, 05 seconds West, a distance of 20.00 feet to a point for corner;

THENCE, North 34 degrees, 30 minutes, 55 seconds East, a distance of 20.00 feet to the POINT OF BEGINNING;

CONTAINING, 400 square feet or 0.009 acres of land, more or less.

REVIEWED BY
JL 12-9-14
SJK 3070

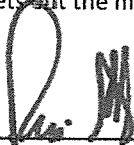
EXHIBIT A-TRACT 2

STREET RIGHT OF WAY LICENSE

Being Part of Harry Hines Boulevard Right-of-Way, Dallas, Texas
Lying between City Block A/5748 & 6056,
Crawford Grigsby Survey, Abstract No. 533, and
A. Bahn Survey, Abstract No. 182
City of Dallas, Dallas County, Texas

(An exhibit 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 easement tract described



12/3/14

René Silvas

Date



Registered Professional Land Surveyor No. 5921
Pacheco Koch Consulting Engineers, Inc.
6100 Western Place, #1000
Fort Worth, Texas 76107
(817) 412-7155
TX Reg. Surveying Firm LS-10193824

2389-13.110EX2
2389-13.110EX2.Doc

REVIEWED BY
JL 12-9-14
SPRG 3670

30707

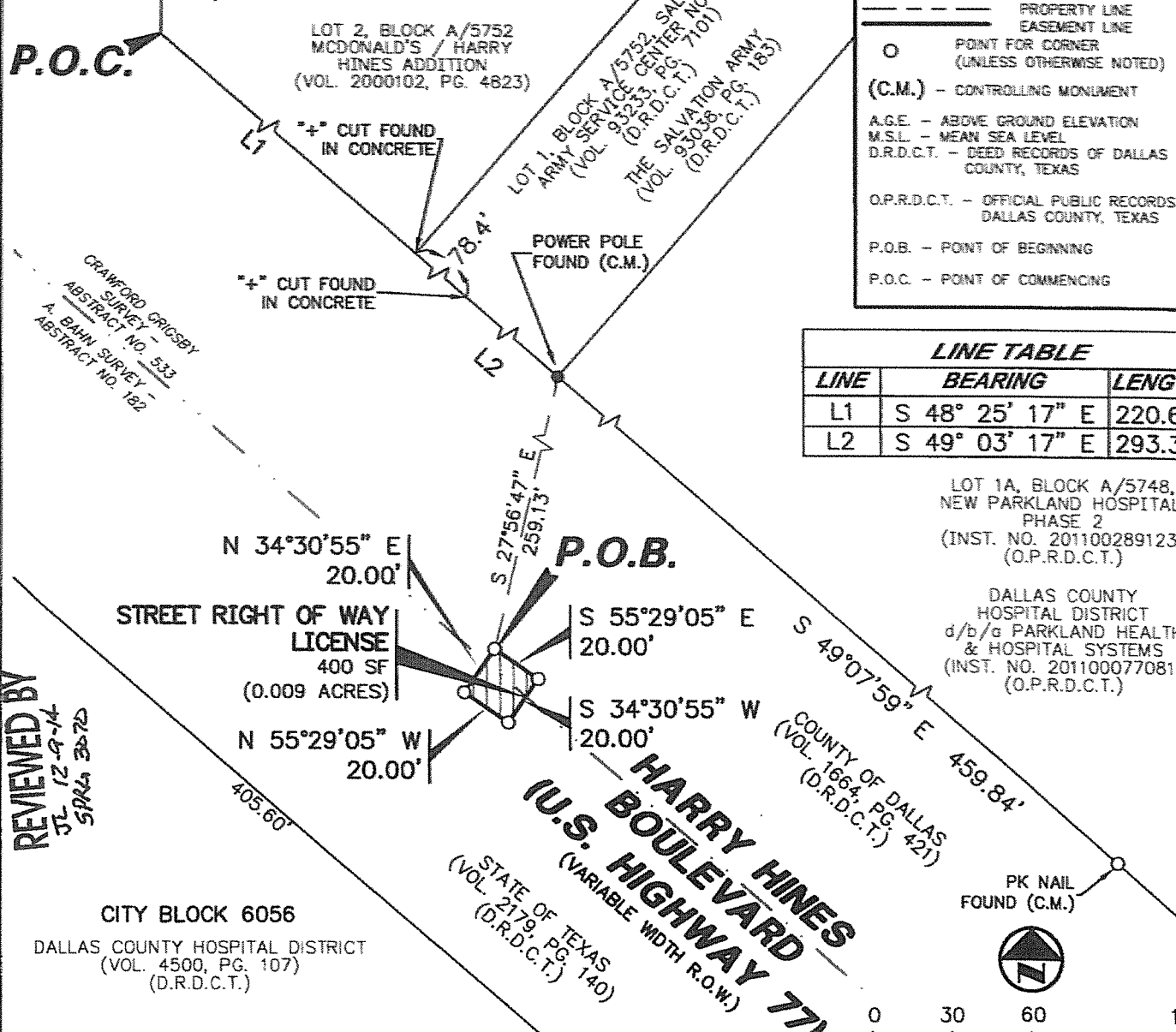
171852

BUTLER ST.
(VARIABLE WIDTH R.O.W.)

EXHIBIT A TRACT 2

LEGEND	
---	PROPERTY LINE
---	EASEMENT LINE
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	- CONTROLLING MONUMENT
A.G.E.	- ABOVE GROUND ELEVATION
M.S.L.	- MEAN SEA LEVEL
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
P.O.C.	- POINT OF COMMENCING

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 48° 25' 17" E	220.67'
L2	S 49° 03' 17" E	293.30'

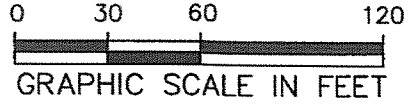


LOT 1A, BLOCK A/5748,
NEW PARKLAND HOSPITAL,
PHASE 2
(INST. NO. 201100289123)
(O.P.R.D.C.T.)

DALLAS COUNTY
HOSPITAL DISTRICT
d/b/a PARKLAND HEALTH
& HOSPITAL SYSTEMS
(INST. NO. 201100077081)
(O.P.R.D.C.T.)

COUNTY OF DALLAS
(VOL. 1664, PG. 421)
(D.R.D.C.T.)

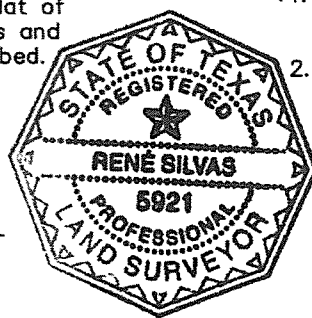
STATE OF TEXAS
(VOL. 2179, PG. 140)
(D.R.D.C.T.)



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 the southwest line of Lot 1A, Block A/5748, New Parkland Hospital, Phase 2 (South 49 degrees 07 minutes 59 seconds East) as recorded in Instrument 201100289123 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 easement tract described.



René Silvas
René Silvas
Registered Professional
Land Surveyor No. 5921
Date 12/3/14

STREET RIGHT OF WAY LICENSE
BETWEEN CITY BLOCK A/5748 & 6056,
LOCATED IN THE CITY OF DALLAS, TEXAS
CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
AND A BAHN SURVEY - ABSTRACT NO. 182
DALLAS COUNTY, TEXAS
PAGE 3 OF 3

Pacheco Koch
6100 WESTERN PLACE, SUITE 1001
FORT WORTH, TX 76107 817.412.7155
TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193824

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
AC	RS	1"=60'	02/24/2014	2389-13.110

M:\DWG-23\2389-13.110\DWG\SURVEY C:3D 20XX\2389-13.110EX2.DWG
12/03/2014 - 12:00PM
RSILVAS

REVIEWED BY
JL 12-9-14
SPAS 3070

**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

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twelve (12) months following termination of this license and removal of the installations, improvements and appurtenances and restoration of the licensed area pursuant to paragraph (a) above. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this license. The City of Dallas reserves the right to review the insurance requirements set forth herein during the effective term of the license and to adjust insurance coverages and their limits when deemed necessary and prudent by the City of Dallas' Risk Management based upon changes in statutory law, court decisions, or the claims history of the industry as well as the City of Dallas.

1. **GRANTEE** agrees that with respect to the above required insurance, all insurance contracts and certificates of insurance will contain and state, in writing, that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to Department of Sustainable Development and Construction.
 2. **GRANTEE** shall carry said insurance at its expense and shall furnish the City of Dallas proof of such insurance. In the event said insurance should terminate during the licensing term hereof, or **GRANTEE** fails to furnish proof of insurance coverage in accordance with the specifications as required by this section, the Director of Sustainable Development and Construction, or designee, may terminate the license granted herein.
- (d) **GRANTEE** is prohibited from using the licensed area in any manner which violates Federal, State or local laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation, those related to health, safety, noise, environmental protection, waste disposal and water and air quality, and shall provide satisfactory evidence of compliance upon the request of the City of Dallas. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the licensed area due to **GRANTEE's** use and occupancy thereof, **GRANTEE**, at its expense, shall be obligated to clean up the licensed area to the satisfaction of the City of Dallas and any governmental body having jurisdiction thereover. The City of Dallas may, at its option, clean the licensed area. If the City of Dallas elects to do so, **GRANTEE** shall promptly pay to the City of Dallas the reasonable cost of such cleanup upon receipt of bills therefore. **GRANTEE** agrees that the indemnity provisions contained in paragraph (g) herein shall be fully applicable to the requirements of this paragraph, in event of **GRANTEE's** breach of this paragraph, or as a result of any such discharge, leakage, spillage, emission or pollution arising out of the **GRANTEE's** use of the licensed area.
- (e) This license is subject to all State laws, the provisions of the Charter of the City of Dallas as it now exists, or may hereafter be adopted or amended, and the ordinances of the City of Dallas now in effect or those which may hereafter be passed or adopted. The City of Dallas shall have the right to increase or decrease the compensation to be charged for the use contemplated by this grant in

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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 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 whether such damage is due to

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flooding, infiltration, backflow or seepage caused from the failure of any installation, natural causes, City's negligence, or from any other cause whatsoever.

- (h) This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an utility or communications company; public or private, for the use of the licensed area for facilities presently located within the boundaries of said licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the licensed area. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner as to interfere with the operation of any utilities and communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the licensed area. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.



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 DEC 13 2017

ORDINANCE NUMBER 30707

DATE PUBLISHED DEC 16 2017

ATTESTED BY: