

6-23-20

ORDINANCE NO. 31578

An ordinance changing the zoning classification on the following property:

BEING a tract of land in City Block D/8823; fronting approximately 75 feet along the northwest line of Belt Line Road approximately 267 feet northeast of Seagoville Road; and containing approximately 0.456 acre,

from an R-10(A) Single Family District to a CR Community Retail District; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, the city plan commission and the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the City of Dallas, have given the required notices and have held the required public hearings regarding the rezoning of the property described in this ordinance; and

WHEREAS, the city council finds that it is in the public interest to change the zoning classification; Now, Therefore,

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

SECTION 1. That the zoning classification is changed from an R-10(A) Single Family District to a CR Community Retail District on the property described in Exhibit A, which is attached to and made a part of this ordinance (“the Property”).

SECTION 2. That, pursuant to Section 51A-4.701 of Chapter 51A of the Dallas City Code, as amended, the property description in Section 1 of this ordinance shall be construed as including the area to the centerline of all adjacent streets and alleys.

31578

SECTION 3. That the building official shall not issue a building permit or a certificate of occupancy for a use on the Property until there has been full compliance with the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the City of Dallas.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

SECTION 5. That the zoning ordinances of the City of Dallas shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 7. That this ordinance shall take effect immediately from and after its passage and publication, in accordance with the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

CHRISTOPHER J. CASO, City Attorney

By Casey Buzess  
Assistant City Attorney

Passed JUN 24 2020

**EXHIBIT A**

DESCRIPTION, of a 0.456 acre tract of land situated in the Robert Kleberg Survey, Abstract No. 716, Dallas County, Texas; said tract being all of that certain tract of land described in Warranty Deed to Abed Ammouri and Hamza Alkam recorded in Volume 95121, Page 2257 of the Deed Records of Dallas County, Texas; said 0.456 acre tract being more particularly described as follows:

BEGINNING, at a point for corner in the northwest right-of-way line of Beltline Road (100-foot right-of-way) at the south corner of said Abed Ammouri and Hamza Alkam tract; said point also being the east corner of Lot 2, Block D/8823, U TOTE M Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 83215, Page 3899 of the said Deed Records;

THENCE, North 45 degrees 00 minutes 00 seconds West, departing the said northwest line of Beltline Road and along the common line between said Abed Ammouri and Hamza Alkam tract and said Lot 2, Block D/8823, a distance of 264.92 feet to a point for corner in the southeast line of that certain tract of land described in Special Warranty Deed to T W Ford, LP recorded in County Clerk's File No. 201700059282 of the Official Public Records, Dallas County, Texas; said point also being the north corner of said Lot 2, Block D/8823;

THENCE, North 45 degrees 00 minutes 00 seconds East, departing the said common line between Abed Ammouri and Hamza Alkam tract and Lot 2, Block D/8823 and along the common line between said Abed Ammouri and Hamza Alkam tract and said T W Ford tract, a distance of 75.00 feet to a 1/2-inch iron rod found for corner; said point also being the west corner of that certain tract of land described in Warranty Deed to Ricardo Rodriguez Ramirez and Ester Ochoa Ordonez recorded in County Clerk's File No. 201600266492 of the said Official Public Records;

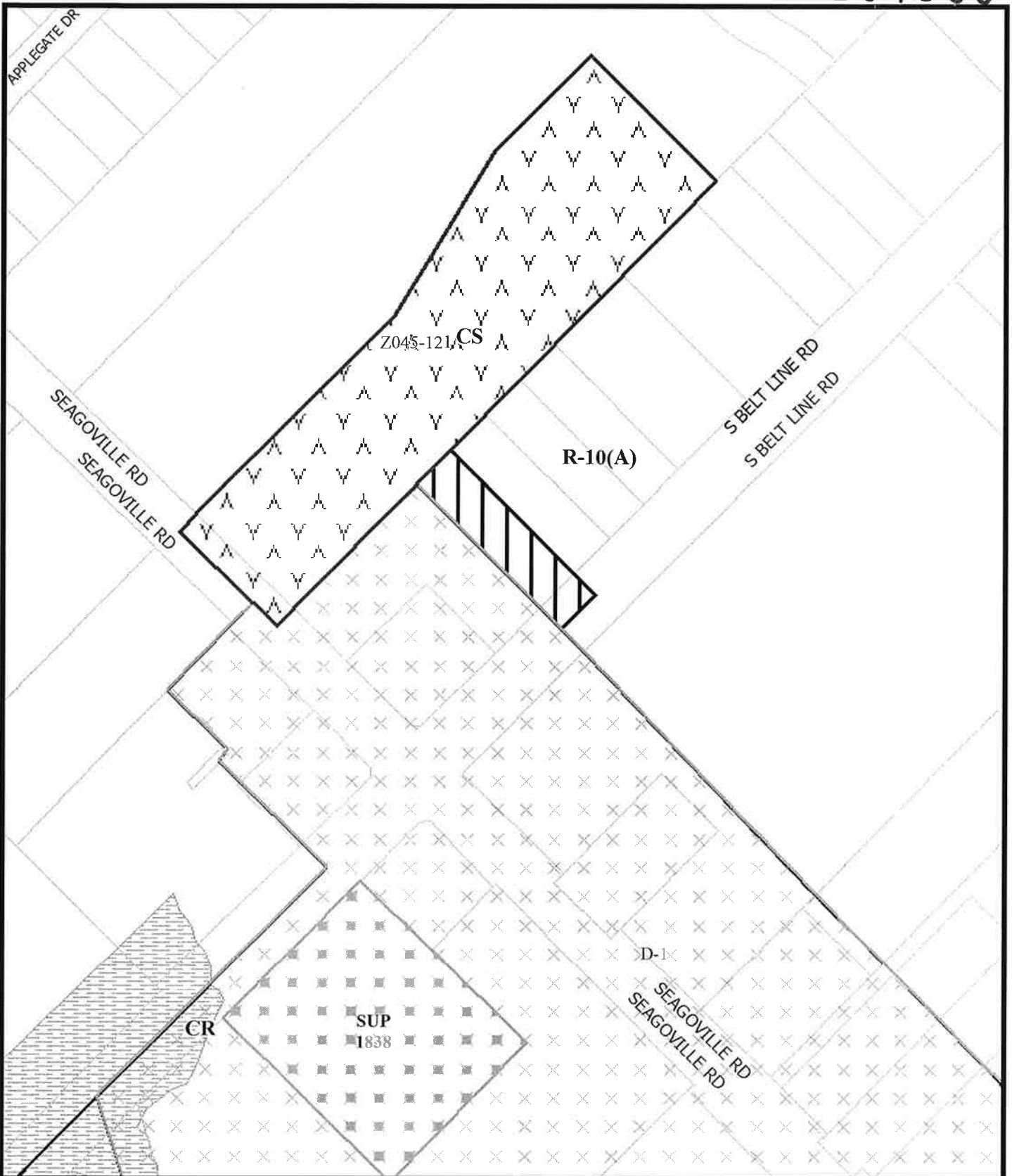
THENCE, South 45 degrees 00 minutes 00 seconds East, departing the said common line between Abed Ammouri and Hamza Alkam tract and T W Ford tract and along the common line between said Abed Ammouri and Hamza Alkam tract and said Ricardo Rodriguez Ramirez and Ester Ochoa Ordonez tract, a distance of 264.92 feet to a 1/2-inch iron rod found for corner in the said northwest line of Beltline Road; said point also being the south corner of said Ricardo Rodriguez Ramirez and Ester Ochoa Ordonez tract;

THENCE, South 45 degrees 00 minutes 00 seconds West, departing the said common line between Abed Ammouri and Hamza Alkam tract and Ricardo Rodriguez Ramirez and Ester Ochoa Ordonez tract and along the said northwest line of Beltline Road and the southeast line of said Abed Ammouri and Hamza Alkam tract, a distance of 75.00 feet to the POINT OF BEGINNING;

CONTAINING, 19,869 square feet or 0.456 acres of land, more or less.

31578

201053



1:2,400

# ZONING MAP

Case no:           Z190-191          

Date:           3/12/2020



**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** JUN 24 2020

**ORDINANCE NUMBER** 31578

**DATE PUBLISHED** JUN 27 2020

**ATTESTED BY:**

A handwritten signature in black ink, appearing to be "R. G. ...", is written over a horizontal line. The signature is stylized and cursive.

201053  
COUNCIL CHAMBER

June 24, 2020

**WHEREAS**, the deed restrictions in the attached instrument have been volunteered in connection with property located along the northwest line of Belt Line Road northeast of Seagoville Road, which is the subject of Zoning Case No. Z190-191(ND); and

**WHEREAS**, the City Council desires to accept the deed restrictions in the attached instrument;  
Now, Therefore,

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

**Section 1.** That the deed restrictions in the attached instrument are accepted by the City Council of the City of Dallas to be used in conjunction with the development of property that is the subject of Zoning Case No. Z190-191(ND).

**Section 2.** That these deed restrictions must be filed in the Deed Records of Dallas County, Texas.

**Section 3.** That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:

CHRISTOPHER J. CASO, City Attorney

By Casey Buyers  
Assistant City Attorney



APPROVED \_\_\_\_\_ APPROVED \_\_\_\_\_ APPROVED \_\_\_\_\_  
HEAD OF DEPARTMENT DIRECTOR OF FINANCE CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS     )  
   )  
 COUNTY OF DALLAS     )     KNOW ALL PERSONS BY THESE PRESENTS:

## I.

The undersigned, Abed Ammouri and Hamza Alkam ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Robert Kleberg Survey, Abstract No. 716, City Block 8823, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Ann Rogers, by deed dated June 16, 1995, and recorded in Volume 95121, Page 2257, in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes.

## II.

The Owner does hereby impress all of the Property with the following deed restrictions ("restrictions") to wit:

The following main uses are prohibited:

- (A) Agricultural uses.
  - Crop production.
- (B) Commercial and business service uses.
  - Building repair and maintenance shop.
  - Catering service.
  - Custom business services.
  - Electronics service center.
  - Medical or scientific laboratory.
  - Tool or equipment rental.
- (C) Industrial uses.
  - Gas drilling and production.
  - Temporary concrete or asphalt batching plant.
- (D) Institutional and community service uses.
  - Adult day care facility.
  - Cemetery or mausoleum.
  - Child-care facility.

- Church.
- College, university, or seminary.
- Community service center.
- Convent or monastery.
- Hospital.
- Library, art gallery, or museum.
- Open-enrollment charter school or private school.
- Public school other than an open-enrollment charter school.

(E) Lodging uses.

- Hotel and motel.
- Lodging or boarding house.
- Overnight general purpose shelter.

(F) Miscellaneous uses.

- Attached non-premise sign.
- Carnival or circus (temporary).
- Temporary construction or sales office.

(G) Office uses.

- Alternative financial establishment.
- Financial institution without drive-in window.
- Financial institution with drive-in window.
- Medical clinic or ambulatory surgical center.
- Office.

(H) Recreation uses.

- Country club with private membership.
- Private recreation center, club, or area.
- Public park, playground, or golf course.

(I) Residential uses.

- College dormitory, fraternity, or sorority house.

(J) Retail and personal service uses.

- Alcoholic beverage establishments.
- Ambulance service.
- Animal shelter or clinic without outside runs.
- Auto service center.
- Business school.
- Car wash.
- Commercial amusement (inside).
- Commercial amusement (outside).



- Commercial parking lot or garage.
- Convenience store with drive-through.
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 100,000 square feet or more.
- Home improvement center, lumber, brick or building materials sales yard.
- Household equipment and appliance repair.
- Liquor store.
- Mortuary, funeral home, or commercial wedding chapel.
- Motor vehicle fueling station.
- Nursery, garden shop, or plant sales.
- Paraphernalia shop.
- Pawn shop.
- Personal service uses.
- Restaurant without drive-in or drive-through service.
- Restaurant with drive-in or drive-through service.
- Swap or buy shop.
- Temporary retail use.
- Theater.

(K) Transportation uses.

- Transit passenger shelter.
- Transit passenger station or transfer center.

(L) Utility and public service uses.

- Commercial radio and television transmitting station.
- Electrical substation.
- Local utilities.
- Police or fire station.
- Post office.
- Radio, television or microwave tower.
- Tower/antenna for cellular communication.
- Utility or government installation other than listed.

(M) Wholesale, distribution, and storage uses.

- Mini-warehouse.
- Recycling buy-back center.
- Recycling collection center.
- Recycling drop-off container.
- Recycling drop-off for special occasion collection.

III.

These restrictions shall continue in full force and effect for a period of 20 years from the date of execution, and shall automatically be extended for additional periods of 10 years unless amended or terminated in the manner specified in this document.

## IV.

These restrictions may be amended or terminated as to any portion of the Property, upon application to the City of Dallas by the current owner of that portion of the Property, without the concurrence of the owners of the remaining portion of the Property. These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approves an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment or termination becomes effective.

## V.

These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

## VI.

The Owner agrees that these restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, the Owner agrees that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner agrees that the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived, expressly or otherwise.

## VII.

**THE OWNER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL CLAIMS OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE PROVISIONS OF THIS DOCUMENT.**

## VIII.

The provisions of this document are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

IX.

Unless stated otherwise in this document, the definitions and provisions of Chapter 51A of the Dallas City Code, as amended, apply and are incorporated into this document as if recited in this document.

X.

The Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

XI.

The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

XII.

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the 3rd day of June, 2020.

Abed Ammouri Owner

By: [Signature]  
Printed Name: Abed Ammouri  
Title: Owner

Hamza Alkam Owner

By: [Signature]  
Printed Name: HAMZA ALKAM  
Title: Owner

APPROVED AS TO FORM:  
CHRISTOPHER J. CASO, City Attorney

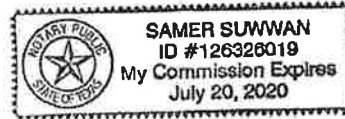
By: [Signature]  
Assistant City Attorney

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on June 3rd 2020, by Abed Ammouri

Notary Public in and for  
the State of Texas

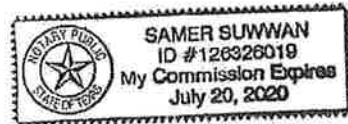


STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on June 3rd 2020, by Hamza Alkam.

Notary Public in and for  
the State of Texas



**EXHIBIT A**

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