

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a portion of a water easement and a portion of a water and wastewater easement, located in City Block A/5973 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Brixmor Holdings 12 SPE, LLC; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the conveyance of new easements to the City of Dallas and the relocation of existing facilities; providing for the indemnification of the City of Dallas against damages arising out of the abandonments herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; 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 Brixmor Holdings 12 SPE, LLC, a Delaware limited liability company, hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easements are no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing 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 City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tracts of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **ELEVEN THOUSAND ONE HUNDRED FIFTY AND NO/100 (\$11,150.00) DOLLARS** 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, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tracts or parcels 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, future effective date 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 FRM, Balance Sheet 0519 and Department of Facilities and Real Estate Management shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department FRM, Unit 1181, 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, relinquishment 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.

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, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **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 areas 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 areas set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas 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 areas 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 8. (continued)

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 (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 relocate and dedicate water and wastewater mains by existing engineering plans WW24-041 and Private Development Contract 25-301/302-P (411Q-1109 Sht66) within a new water easement and a water and wastewater easement, respectively the "new easements" dedicated by separate instruments in accordance with the terms of this ordinance and in the forms attached hereto and made a part hereof as Exhibit C-1 and C-2.

SECTION 10. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said water easement and to said water and wastewater easement shall not become effective until and unless: (i) the existing installations and facilities are relocated, at **GRANTEE's** expense, to the new easements, to be provided by **GRANTEE** and acceptable to the Director of Planning and Development Department, as is hereinafter provided, and in accordance with the requirements set forth in Section 9 above; and (ii) plans for the construction and relocation of installations within the new easements are approved by the Director of Planning and Development Department; and (iii) said construction and relocation of installations are completed within 12 months of the effective date of this ordinance, approved and accepted in writing by the Director of Planning and Development Department. **GRANTEE** will grant the new easements at no cost consideration to the City and all work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Planning and Development Department. Failure to relocate to the new easements in accordance with the terms of this section shall render this ordinance null and void and of no further effect and the right, title and easement of

SECTION 10. (continued)

the City shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance.

SECTION 11. That the abandonment, relinquishment and quitclaim made herein shall be subject to **GRANTEE** conveying property to the City of Dallas in easement for water and water and wastewater purposes, within 90 days of the effective date of this ordinance, in, under, through, across and along certain properties located in City Block A/5973 as part of the consideration for the property herein abandoned by the City of Dallas and **QUITCLAIMED** to the **GRANTEE**. Said property to be conveyed shall be acceptable to the Director of Department of Planning and Development of the City of Dallas and contain a total of approximately 8,662 square feet of land, a description is attached hereto and made a part hereof as Exhibit B. Failure to convey the above described easements as set forth shall render this ordinance null and void and of no further effect.

SECTION 12. That at such time as the instruments described in Sections 9 and 11 above are executed and delivered to the City of Dallas and have been approved as to form by the City Attorney said instruments shall be accepted, and thereafter, the Director of Department of Facilities and Real Estate Management is authorized and directed to record said instruments in the Deed Records of Dallas County, Texas; and the recorded instrument shall be forwarded to the City Secretary for permanent record.

SECTION 13. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall complete the construction and relocation of installations within the new easements prior to the issuance of any building permits (i) for work within the tracts of land described in Exhibit A abandoned and quitclaimed herein; and/or, (ii) for work on other areas of Grantee's abutting property which would interrupt the operation of existing installations yet to be relocated. Completion of construction and relocation of the required installations shall be evidenced by Certificate/Letter of Acceptance issued by the City's Department of Planning and Development.

SECTION 14. 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 Facilities and Real Estate Management, 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 Facilities and Real Estate Management, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Facilities and Real Estate Management, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

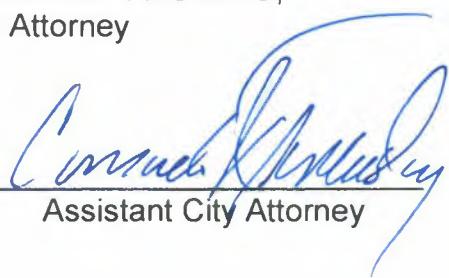
SECTION 15. That this ordinance is also designated for City purposes as Contract No. FRM-2024-00024251.

SECTION 16. 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:

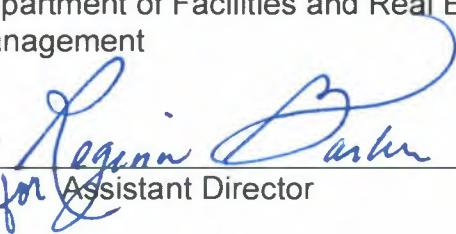
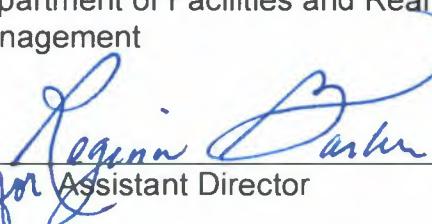
TAMMY L. PALOMINO,
City Attorney

BY


Assistant City Attorney

JOHN JOHNSON, Director
Department of Facilities and Real Estate
Management

BY


for 
Assistant Director

Passed _____.