

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of portions of three floodway easements, located in City Block 2973 1/2 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Norma June Wilson; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; 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 for the payment of the publication fee; and providing an effective date for this ordinance.

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WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Norma June Wilson, an individual, 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 hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **SEVEN THOUSAND EIGHT HUNDRED AND NO/100 (\$7,800.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, 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 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, 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 PBW, Balance Sheet 0519 and Department of Public Works - 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 General Fund, Fund 0001, Department PBW, 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**, her heirs 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**, her heirs 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**, her heirs 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**, her heirs 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**, her heirs 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 (f)

SECTION 8. (continued)

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 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 Public Works, 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 Public Works, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Public Works, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 10. That this ordinance is also designated for City purposes as Contract No. PBW- 2022-00019596.

SECTION 11. 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:
CHRISTOPHER J. CASO,
City Attorney

ALI HATEFI, Director
Department of Public Works

BY Molly P. Ward
Assistant City Attorney

BY Lolita Williams for
Lolita Williams for (Nov 28, 2022 09:10 CST)
Assistant Director

Passed _____

FLOODWAY EASEMENT ABANDONMENT
R.W.H. ESTATES ADDITION
LOT 1, BLOCK 2973 ½
BEN F. ANDREWS SURVEY, ABST. NO. 35
CITY OF DALLAS, DALLAS COUNTY, TEXAS

BEING a 1,976 square foot (0.0453 acre) tract of land situated in the Ben F. Andrews Survey, Abstract Number 35, in the City of Dallas, Dallas County, Texas, being a portion of a tract of land described in the Special Warranty Deed to Norma June Wilson recorded in Volume 96249, Page 4828 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), also being a portion of Lot 1, Block 2973 ½ of R.H.W. Estates Addition, an addition to the City of Dallas, Dallas County, Texas according to the plat thereof recorded in Volume 86101, Page 1270, D.R.D.C.T., and a portion of a variable width Floodway Easement as shown on the plat of said R.H.W. Estates Addition recorded in Volume 86101, Page 1270, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at an "X" cut set at a northeast ell corner of said Lot 1, Block 2973 ½ and a southwest ell corner of a 10 feet wide Alley as shown on the plat of North Ridge Estates No. 3, an addition to the City of Dallas, Dallas County, Texas according to said plat thereof recorded in Volume 12, Page 81 of the Map Records of Dallas County, Texas (M.R.D.C.T.), from which a 1/2 inch iron rod found for the south corner of Lot 7, Block M of said North Ridge Estates No. 3 and the northwest corner of Lot 8, Block M of said North Ridge Estates No. 3 bears North 54 degrees 13 minutes 43 seconds East, a distance of 10.38 feet;

THENCE South 20 degrees 13 minutes 19 seconds East, along the southwest line of said 10 feet wide Alley and the northeast line of said Lot 1, Block 2973 ½, a distance of 169.93 feet to a point for corner;

THENCE South 64 degrees 03 minutes 55 seconds West, departing the southwest line of said 10 feet wide Alley and traveling through said Lot 1, Block 2973 ½, a distance of 16.06 feet to a Floodway Monument set for the POINT OF BEGINNING of the herein described abandonment;

THENCE in a northwesterly direction the following eight (8) calls:

North 53 degrees 29 minutes 46 seconds West, 36.57 feet to a Floodway Monument set;
North 30 degrees 06 minutes 15 seconds East, 17.97 feet to a Floodway Monument set;
North 19 degrees 00 minutes 33 seconds West, 10.73 feet to a Floodway Monument set;
North 19 degrees 31 minutes 56 seconds West, 60.68 feet to a Floodway Monument set;
North 19 degrees 03 minutes 22 seconds West, 23.39 feet to a Floodway Monument set;
North 83 degrees 10 minutes 47 seconds West, 16.20 feet to a Floodway Monument set;
North 48 degrees 18 minutes 03 seconds West, 12.18 feet to a Floodway Monument set;
North 30 degrees 25 minutes 11 seconds West, 18.37 feet to a Floodway Monument set;

THENCE North 33 degrees 31 minutes 29 seconds West, a distance of 26.78 feet to a point on the existing Floodway Easement as shown on said R.H.W. Estates Addition, from which a 1 inch iron pipe found bears North 01 degree 22 minutes 58 seconds West, a distance of 50.11 feet;