

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a sanitary sewer easement with temporary working space easement, located in City Block 13/969 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to 3215 Cole Avenue Development LLC; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the conveyance of a new easement 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 abandonment 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.

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WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of 3215 Cole Avenue Development LLC, a Texas 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 tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easement is 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 tract 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 Section 8, 9, 10, 11 and 12 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 tract or parcel 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/Real Estate Services 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 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



SECTION 8. (continued)

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 relinquishment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall reroute the existing wastewater main via Engineering plans WWWES-25-000133 and private development contract. No construction may occur on top of existing active main until new main is routed and accepted. The new "easement" will be dedicated by plat in accordance with the terms of this ordinance.

SECTION 10. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said sanitary sewer easement with working space easement shall not become effective until and unless: (i) the existing installations and facilities are relocated, at **GRANTEE's** expense, to the new easement, to be provided by **GRANTEE** and acceptable to the Director of Planning and Development Department, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Planning and Development Department; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Planning and Development Department. **GRANTEE** will grant the new easement 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 easement in accordance with the terms of this section shall render this ordinance null and void and of no further effect.



SECTION 11. That as a condition of this abandonment and relinquishment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall record a final replat of adjoining properties within one year after passage of this ordinance showing the dedication of not less than 1,307 square feet for a wastewater easement in City Block 13/969 satisfactory to the Director of Department of Planning and Development. This final replat shall be recorded by **GRANTEE** in the Deed Records of Dallas County, Texas after its approval by the City Plan Commission of the City of Dallas. Failure to record a final replat in accordance with the terms of this section shall render this ordinance null and void, and of no further effect. Further, the final replat shall be filed with Department of Facilities and Real Estate Management/Real Estate Services of the City of Dallas before a certified copy of this ordinance shall be delivered to **GRANTEE**.

SECTION 12. 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 tract 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 Dallas Water Utilities.

SECTION 13. 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/Real Estate Services, or designee. Upon receipt of the monetary consideration set forth in Section 2, and the recording of the final plat as set forth in Section 11, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Facilities and Real Estate Management/Real Estate Services, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Facilities and Real Estate Management/Real Estate Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.



SECTION 14. That this ordinance is also designated for City purposes as Contract No. FRM-2026-00029556.

SECTION 15. 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:
BERTRAM A. VANDENBERG,
Interim City Attorney

JOHN JOHNSON,
Chief of Real Estate
Department of Facilities and Real Estate
Management/Real Estate Services

BY Molly P. Ward
Assistant City Attorney

BY For Carrawa Dune
Assistant Director

Passed _____.