

GUARANTEE AGREEMENT

WHEREAS, the structure located at _____ (Street Address), Dallas, Texas has been altered to the extent that it is no longer a contributing structure to Historic Overlay District No. _____ (_____) (Name of District);

WHEREAS, _____ (“Owner”) wishes to demolish the structure and intends to replace it with a new structure that is more appropriate and compatible with the historic overlay district;

WHEREAS, on _____, 20__ the Landmark Commission granted a certificate for demolition for the structure;

WHEREAS, on _____, 20__ the Landmark Commission approved a certificate of appropriateness for the replacement structure.

NOW, THEREFORE, Owner and the City of Dallas (“City”) enter the following guarantee agreement pursuant to Dallas Development Code § 51A-4.501(h)(2)(C)(v) documenting the owner’s intent and financial ability to construct the new structure.

I.

Owner agrees to replace the structure by _____ (Date) with a new structure in accordance with architectural drawings approved by City through the certificate of appropriateness process. The approved architectural drawings are attached as Exhibit A.

II.

Owner agrees that Owner or Owner’s construction contractor will post a performance and payment bond, letter of credit, escrow agreement, cash deposit, or make other arrangements acceptable to the Director of Development Services to ensure the construction of the replacement structure. Documentation evidencing the financial arrangements entered pursuant to this paragraph is attached as Exhibit B.

III.

Owner acknowledges that City has the right to enforce this agreement by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against any person violating or attempting to violate this agreement, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce this agreement against a person, Owner agrees that City shall be entitled to recover damages, reasonable attorney’s fees, and court costs from that person.

IV.

Owner agrees to defend, indemnify, and hold harmless City from and against all claims or liabilities arising out of or in conjunction with this agreement and City granting, revoking, or withholding a building permit and/or demolition permit by reason of this agreement.

V.

Owner and City understand and agree that this agreement is governed by the laws of the State of Texas.

VI.

The definitions and provisions of CHAPTER 51A of the Dallas City Code, as amended, apply and are incorporated into this agreement as if recited in this agreement.

OWNER

By: _____

Date: _____

Printed Name: _____

Title: _____

CITY OF DALLAS

THERESA O'DONNELL, Director of Development Services

Date: _____

APPROVED AS TO FORM

THOMAS P. PERKINS, JR., City Attorney

By: _____

Assistant City Attorney

ATTACH THE APPROPRIATE ACKNOWLEDGEMENTS FOR ALL SIGNATORIES.

Revised 6-20-05