

**AGENDA ITEM # 2**

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** October 11, 2017

**COUNCIL DISTRICT(S):** 3

**DEPARTMENT:** Aviation

**CMO:** Jody Puckett, 670-3390

**MAPSCO:** 63P Q

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**SUBJECT**

Authorize Supplemental Agreement No. 1 to the design-build contract with Lansford Company, Inc. to increase the Guaranteed Maximum Price for the new Dallas Police Department Helicopter Hangar Project at Dallas Executive Airport - Not to exceed \$6,114,872, from \$556,813 to \$6,671,685 - Financing: Aviation Capital Construction Funds

**BACKGROUND**

On September 22, 2015, City Council authorized a design-build contract with Lansford Company, Inc., in an amount not to exceed \$556,813 for design and construction of the Dallas Police Helicopter Hangar Project at Dallas Executive Airport, for an established Guaranteed Maximum Price (GMP) of \$5,000,000, by Resolution No. 15-1766.

This action will authorize Supplemental Agreement No. 1 to the design-build contract with Lansford Company, Inc. to increase the GMP to complete the project scope within available budget, in an amount not to exceed \$6,114,872, increasing the design-build contract amount from \$556,813 to \$6,671,685.

All stakeholders approved the revised building design and site plans on June 7, 2017. Confirmation of the GMP through the pricing of sub-contractor packages was achieved on September 11, 2017. The building will provide approximately 17,000 square feet (SF) which includes office space of 5,800 SF and the helicopter hangar of 11,000 SF. The project scope includes a new driveway and utility extensions and an apron of 23,000 SF accommodating four helicopters.

## **ESTIMATED SCHEDULE OF PROJECT**

Began Design	October 2015
Completed Design	June 2017
Begin Construction	November 2017
Complete Construction	April 2019

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item was provided to the Public Safety Committee on September 14, 2015.

On September 22, 2015, City Council authorized a design-build contract with Lansford Company, Inc. for design and construction of the Dallas Police Helicopter Hangar Project at Dallas Executive Airport by Resolution No. 15-1766.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on October 9, 2017.

## **FISCAL INFORMATION**

Aviation Capital Construction Funds - \$6,114,872

Design-build contract	\$ 556,813
Supplemental Agreement No. 1 (this action)	<u>\$6,114,872</u>
Total Contract Cost	\$6,671,685

## **M/WBE INFORMATION**

See attached.

## **OWNER**

**Lansford Company, Inc.**

Robert Lansford, President

## **MAP**

Attached

## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize Supplemental Agreement No. 1 to the design-build contract with Lansford Company, Inc. to increase the Guaranteed Maximum Price for the new Dallas Police Department Helicopter Hangar Project at Dallas Executive Airport - Not to exceed \$6,114,872, from \$556,813 to \$6,671,685 - Financing: Aviation Capital Construction Funds

Lansford Company, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.

**PROJECT CATEGORY:** Professional Services

### **LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY**

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$0.00	0.00%
Non-local contracts	\$6,114,872.00	100.00%
<b>TOTAL THIS ACTION</b>	<b>\$6,114,872.00</b>	<b>100.00%</b>

### **LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION**

#### **Local Contractors / Sub-Contractors**

None

#### **Non-Local Contractors / Sub-Contractors**

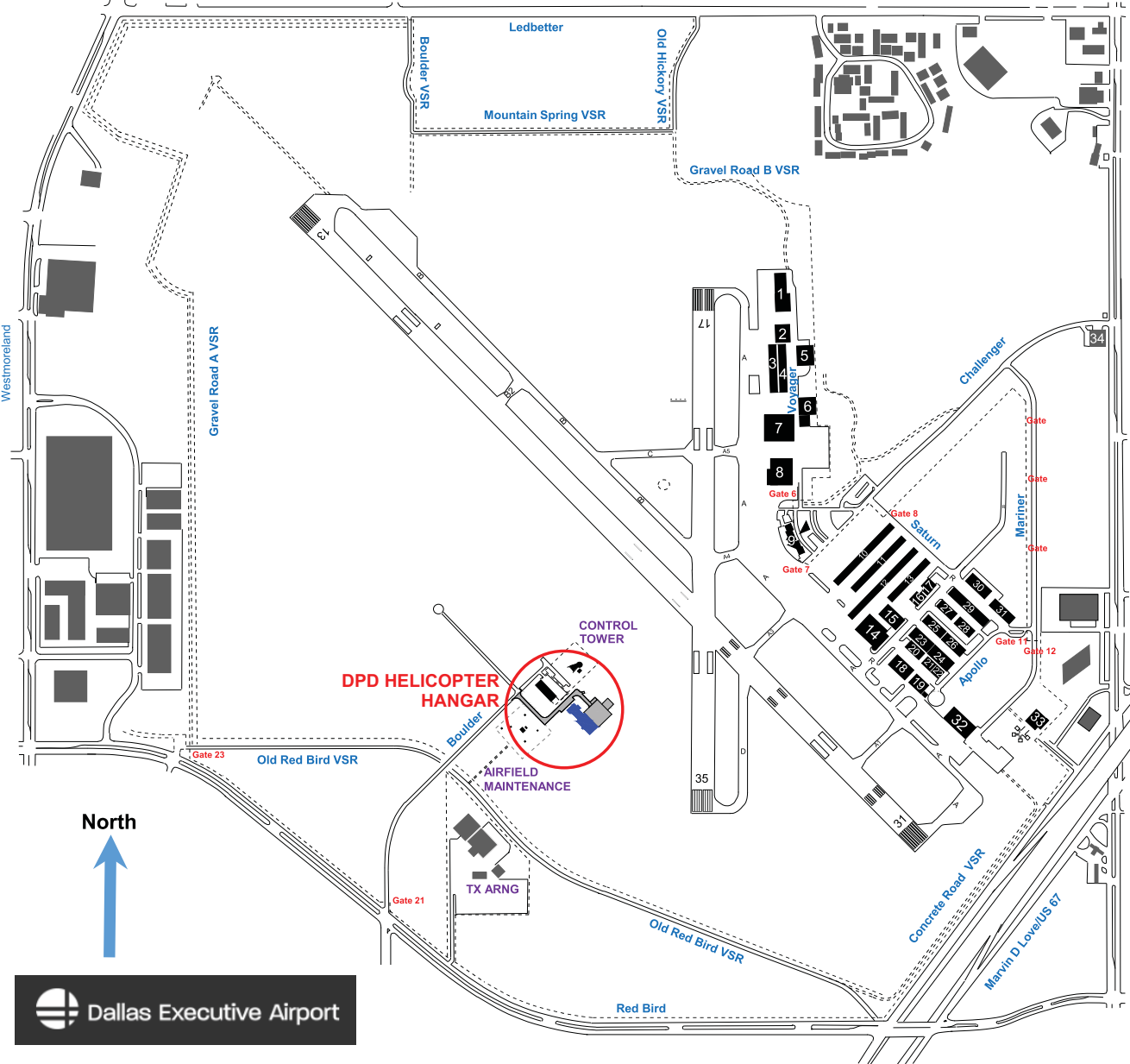
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Nu-Way Construction	HFDB60367N0918	\$1,657,548.00	27.11%
<b>Total Minority - Non-local</b>		<b>\$1,657,548.00</b>	<b>27.11%</b>

### **TOTAL DBE PARTICIPATION**

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$339,058.00	5.08%
Hispanic American	\$1,657,548.00	27.11%	\$1,657,548.00	24.84%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$21,500.00	0.32%
<b>Total</b>	<b>\$1,657,548.00</b>	<b>27.11%</b>	<b>\$2,018,106.00</b>	<b>30.25%</b>

**AIRPORT BUILDING ADDRESS**

- | Ref. | Address  |
|------|--|
| 1.   | 4985 VOYAGER                                     |
| 2.   | 4975 VOYAGER                                     |
| 3.   | 5025 VOYAGER                                     |
| 1.   | Hum's Aircraft                                   |
| 1.   | 817-703-1393                                     |
| 2.   | Dallas Executive Aircraft Services               |
| 1.   | 214-558-1238                                     |
| 4.   | 5015 VOYAGER                                     |
| 5.   | 5010 VOYAGER                                     |
| 1.   | We Fly Ads                                       |
| 1.   | 888-933-5923                                     |
| 2.   | H&W Products                                     |
| 1.   | 214-339-3030                                     |
| 6.   | 5110 VOYAGER (HANGAR) / 6B 5120 VOYAGER (OFFICE) |
| 7.   | 5125 VOYAGER                                     |
| 1.   | Jet Center Of Dallas FBO                         |
| 1.   | 214-339-3992                                     |
| 2.   | 131.40   |
| 8.   | 5225 VOYAGER                                     |
| 9.   | 5303 CHALLENGER                                  |
| 1.   | Terminal   |
| 2.   | Delta Charlie's Restaurant                       |
| 1.   | 214-623-9944                                     |
| 10.  | 5419 SATURN                                      |
| 1.   | Aero Parts and Supply                            |
| 1.   | 214-337-3328                                     |
| 2.   | A&P Testing                                      |
| 1.   | 817-454-1673                                     |
| 11.  | 5423 SATURN                                      |
| 1.   | Red Bird Electronics                             |
| 1.   | 214-337-8958                                     |
| 12.  | 5427 SATURN                                      |
| 13.  | 5431 SATURN                                      |
| 1.   | AVcessories                                      |
| 1.   | 214-467-9410                                     |
| 14.  | 5435 SATURN                                      |
| 1.   | Ambassador Jet Center FBO                        |
| 1.   | 214-623-8800                                     |
| 2.   | 131.90   |
| 2.   | Slipstream Aviation                              |
| 1.   | 817-658-5988                                     |
| 15.  | 5433 SATURN                                      |
| 16.  | 5439 SATURN                                      |
| 17.  | 5443 SATURN                                      |



**AIRPORT BUILDING ADDRESS CONTINUED**

- | Ref. | Address                 |
|------|-------------------------|
| 18.  | 5555 APOLLO             |
| 19.  | 5676 APOLLO             |
| 1.   | Avionics First          |
| 1.   | 214-337-7000            |
| 20.  | 5673 APOLLO             |
| 21.  | 5675 APOLLO             |
| 22.  | 5677 APOLLO             |
| 23.  | 5681 APOLLO             |
| 24.  | 5685 APOLLO             |
| 25.  | 5689 APOLLO             |
| 26.  | 5691 APOLLO             |
| 27.  | 5693 APOLLO             |
| 28.  | 5695 APOLLO             |
| 29.  | 5697 APOLLO             |
| 30.  | 5699 APOLLO             |
| 31.  | 5701 APOLLO             |
| 32.  | 5661 MARINER            |
| 1.   | Commemorative Air Force |
| 1.   | 214-330-1700            |
| 33.  | 5775 CHUCK TAYLOR       |
| 1.   | DPD Helicopter Unit     |
| 1.   | 214-670-1944            |
| 2.   | 214-670-1945            |
| 34.  | 4901 S. HAMPTON         |
| 1.   | Fire Station 49         |
| 1.   | 214-670-4749            |
| 2.   | 214-670-1931            |
| 3.   | 214-670-1935            |
| 35.  | 5550 BOULDER DRIVE      |
| 1.   | Manager 214-330-2216    |
| 2.   | Cab 214-330-2201        |
| 36.  | 5907 BOULDER DRIVE      |



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**WHEREAS**, the Department of Aviation and the Dallas Police Department agreed that the existing Dallas Helicopter Hangar Facility at Dallas Executive Airport should be replaced; and

**WHEREAS**, Lansford Company, Inc. was selected as the most qualified proposer of five as a result of a qualifications based selection process in accordance with the City of Dallas procurement guidelines; and

**WHEREAS**, on September 22, 2015, City Council authorized a design-build contract with Lansford Company, Inc., in an amount not to exceed \$556,813 for design and construction of the Dallas Police Helicopter Hangar Project at Dallas Executive Airport, for an established Guaranteed Maximum Price of \$5,000,000, by Resolution No. 15-1766; and

**WHEREAS**, Lansford Company, Inc. and the Department of Aviation have now agreed on a Guaranteed Maximum Price of \$6,114,872 for completion of the project which meets all requirements and specifications; and

**WHEREAS**, it is now desirable for Lansford Company, Inc. to begin the construction of the Dallas Police Department Helicopter Hangar Project at Dallas Executive Airport; and

**WHEREAS**, it is now necessary to authorize Supplemental Agreement No. 1 to the design-build contract with Lansford Company, Inc. to increase the Guaranteed Maximum Price for the new Dallas Police Department Helicopter Hangar Project at Dallas Executive Airport, in an amount not to exceed \$6,114,872, from \$556,813 to \$6,671,685.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to sign Supplemental Agreement No. 1 to the design-build contract with Lansford Company, Inc. to increase the Guaranteed Maximum Price for the new Dallas Police Department Helicopter Hangar Project at Dallas Executive Airport, in an amount not to exceed \$6,114,872, increasing the design-build contract amount from \$556,813 to \$6,671,685.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$6,114,872 to Lansford Company, Inc. in accordance with the terms and conditions of the contract from Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit P934, Activity AAIP, Object 4111, Program AVP934, Commodity 92500, Encumbrance CT AVIP934LC15, Vendor VS87650.

October 11, 2017

**SECTION 3.** That this contract is designated as Contract No. AVI-2017-00003925.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**AGENDA ITEM # 10**

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** October 11, 2017

**COUNCIL DISTRICT(S):** Outside City Limits

**DEPARTMENT:** Sustainable Development and Construction  
Water Utilities

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** N/A

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**SUBJECT**

Authorize acquisition from Freddie Kasper, of approximately 262,824 square feet of land located in Kaufman County for the Lake Tawakoni 144-inch Transmission Pipeline Project - Not to exceed \$49,000 (\$45,900, plus closing costs and title expenses not to exceed \$3,100) - Financing: Water Utilities Capital Improvement Funds

**BACKGROUND**

This item authorizes the acquisition from Freddie Kasper of approximately 262,824 square feet of land located in Kaufman County. This property will be used for the construction of a 144-inch raw water transmission line for the Lake Tawakoni 144-inch Transmission Pipeline Project. The consideration is based on an independent appraisal. No relocation benefits are required.

This acquisition is part of the right-of-way required to construct approximately 32 miles of pipeline from Lake Tawakoni to the Interim Balancing Reservoir located in Terrell, TX and then to the Eastside Water Treatment Plant located in Sunnyvale, TX. The new raw water pipeline will augment the existing 72-inch and 84-inch pipelines. The construction of this pipeline will give Dallas Water Utilities the ability to utilize the full capacity of both the Lake Tawakoni and the Lake Fork raw water supply to meet the current City needs and future water demands.

**PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on October 9, 2017.

**FISCAL INFORMATION**

Water Utilities Capital Improvement Funds - \$49,000 (\$45,900, plus closing costs and title expenses not to exceed \$3,100)

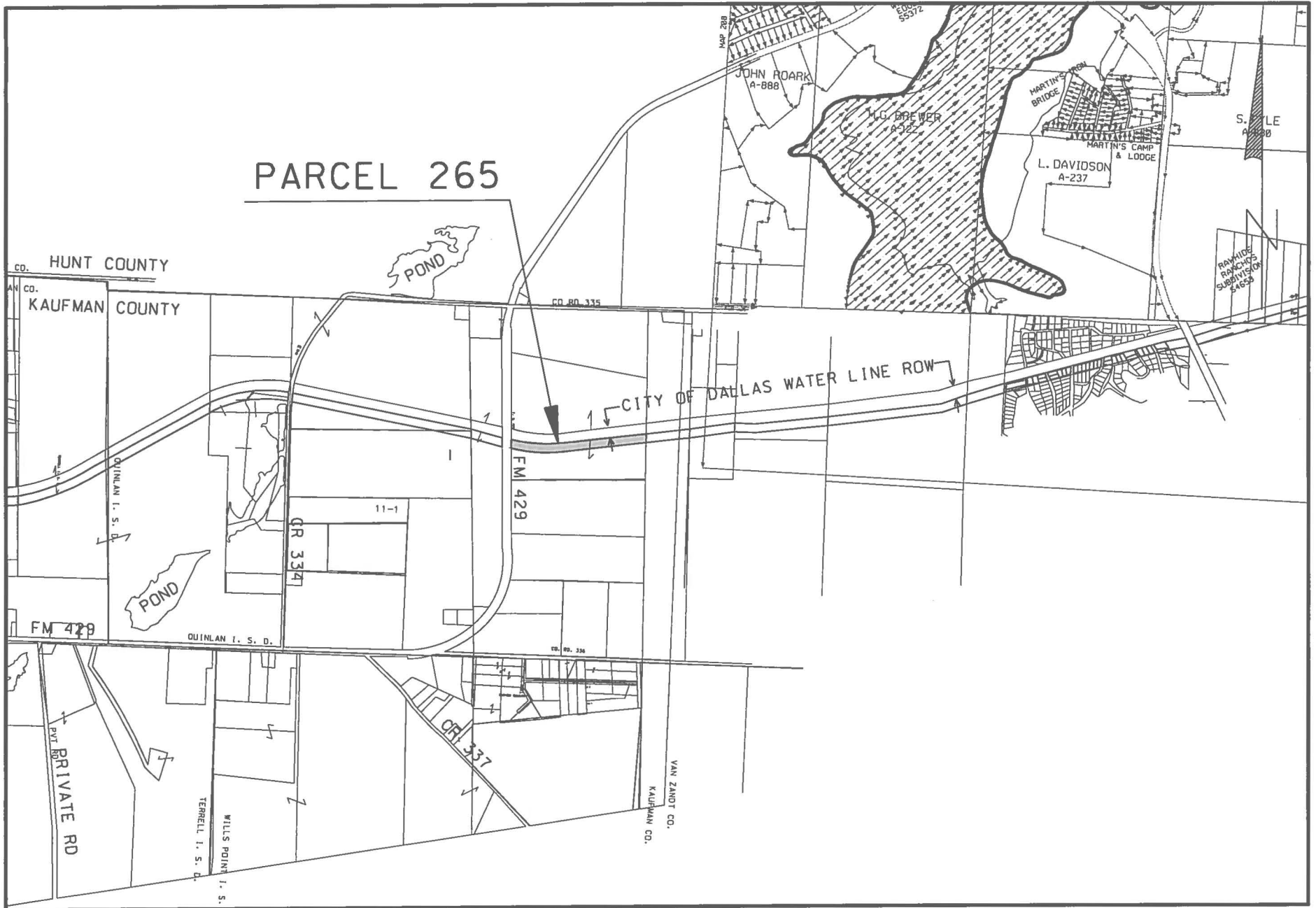
**OWNER**

Freddie Kasper

**MAP**

Attached

P:\0515-LakeTawakoni\Parcel\ParcelMap\_265.dgn Plotted on 3/3/2016 at 10:43:09 AM By: jason Project:City Of Dallas Plot Driver: dteprinter.plt;cg PenToBc.ctb.tbl



VICINITY MAP  
APPROXIMATE SCALE 1" = 2000'

October 11, 2017

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.**

**DEFINITIONS:** For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROPERTY": Approximately 262,824 square feet of land located in Kaufman County, Texas, and being the same property more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": Lake Tawakoni 144-inch Transmission Pipeline

"USE": The installation, use, and maintenance of a pipeline or lines for the transmission of treated water together with such appurtenant facilities as may be necessary, provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE herein provided.

"PROPERTY INTEREST": Fee Simple Title, subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the form instrument more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.

"OWNER": Freddie Kasper, provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PURCHASE AMOUNT": \$45,900

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$3,100

"AUTHORIZED AMOUNT": Not to exceed \$49,000

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

**SECTION 1.** That the USE of the PROPERTY for the PROJECT is a public use.

**SECTION 2.** That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

October 11, 2017

**SECTION 3.** That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to the conveyancing instrument substantially in the form described in Exhibit "B", attached hereto and made a part hereof for all purposes, and approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

**SECTION 4.** That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

**SECTION 5.** That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

**SECTION 6.** That in the event this acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Water Utilities Capital Improvement Funds, Fund 3115, Department DWU, Unit PW20, Activity RWPT, Program 704041, Object 4210, Encumbrance/Contract No. CX-DWU-2017-00002887. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

**SECTION 7.** That CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and CITY will pay any title expenses and closing costs. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 8.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:  
LARRY E. CASTO, City Attorney

BY:   
Assistant City Attorney

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION**  
**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 265**

BEING a 6.034 acre tract of land in the J. McCarty Survey, Abstract No. 333, in Kaufman County, Texas, being part of a 21.54 acre tract of land described in Special Warranty Deed to Freddie Kasper, dated March 26, 2014, as recorded in Volume 4534, Page 133, in the Deed Records Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

BEGINNING at a concrete monument with cap stamped "City of Dallas" found at the northeast corner of said 21.54 acre tract, same being the southeast corner of a City of Dallas Water Line Right-of-Way (variable width Right-of-Way), as recorded in Volume 437, Page 525, D.R.K.C.T. and the northwest corner of a tract of land described as "Tract One" in a deed to Justin Scott, as recorded in Volume 3667, Page 105, D.R.K.C.T.;

THENCE South 00 degrees 17 minutes 25 seconds East, with the east line of said 21.54 acre tract and the west line of said "Tract One", a distance of 131.33 feet to a 1/2-inch iron rod with red cap stamped. "DAL-TECH" (hereinafter referred to as "with cap") set;

THENCE South 81 degrees 32 minutes 24 seconds West, departing the east line of said 21.54 acre tract and west line of said "Tract One", a distance of 1,316.96 feet to a 1/2-inch iron rod with cap set at the point of curvature of a curve to the right, having a radius of 2,008.46 feet and a central angle of 17 degrees 41 minutes 00 seconds;

THENCE with said curve to the right, an arc distance of 619.87 feet (Chord Bearing North 89 degrees 37 minutes 06 seconds West – 617.41 feet), to a 1/2-inch iron rod with cap set at the point of tangency;

THENCE North 80 degrees 46 minutes 36 seconds West, a distance of 81.23 feet to a 1/2-inch iron rod set in the east line of F.M. 429 (120 foot right-of-way), being the west line of said 21.54 acre tract;

THENCE North 03 degrees 15 minutes 43 seconds West, with the east line of said F.M. 429 and the west line of said 21.54 acre tract, a distance of 133.15 feet to a 1/2-inch iron rod with cap stamped "STOVALL" found at the northwest corner of said 21.54 acre tract, being in the south line of said City of Dallas Water Line Right-of-Way;

THENCE South 80 degrees 46 minutes 36 seconds East, departing the east line of said F.M. 429 and with the north line of said 21.54 acre tract and south line of said City of Dallas Water Line Right-of-Way, a distance of 110.01 feet to a concrete monument with cap stamped "City of Dallas" found at the point of curvature of a curve to the left, having a radius of 1,878.46 feet and a central angle of 17 degrees 41 minutes 00 seconds;

THENCE with said curve to the left and continuing with said north and south lines, an arc distance of 579.75 feet (Chord Bearing South 89 degrees 37 minutes 06 seconds East – 577.45 feet), to a concrete monument with cap stamped "City of Dallas" found at the point of tangency;

THENCE North 81 degrees 32 minutes 24 seconds East, continuing with said north and south lines, a distance of 1,335.62 feet to the POINT OF BEGINNING and containing 262,824 square feet (6.034 acres) of land.

FIELD NOTES APPROVED:

*abc 3/25/16*





**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION**  
**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 265**

All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale factor of 1.000114077 as published by the Texas Department of Transportation, Dallas District was used for this project.

A plat of even survey date herewith accompanies this legal description.

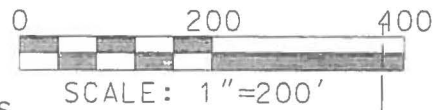
Company Name: DAL-TECH Engineering, Inc.  
TBPLS Firm No. 10123500

By:  Date: 3-15-14

Surveyor's Name: Patrick J. Baldasaro  
Registered Professional Land Surveyor  
Texas No. 5504



Plot No. 171, 1806 at 04-409. All. By Jason Prohaska, City of Dallas. For Dimensional Accuracy of Plan/Abstract.



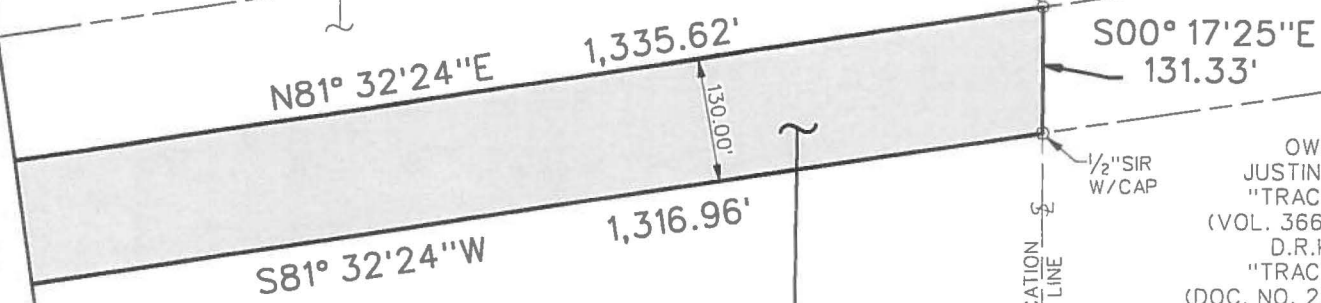
J. MCCARTY SURVEY  
ABSTRACT NO. 333

CITY OF DALLAS  
WATER LINE  
RIGHT-OF-WAY  
VOL. 437, PG. 525  
D.R.K.C.T.  
(VARIABLE WIDTH)

POINT OF  
BEGINNING  
FOUND CONCRETE  
MONUMENT W/ BRASS  
DISK STAMPED  
"CITY OF DALLAS"  
(C.M.)

CITY OF DALLAS  
WATER LINE  
RIGHT-OF-WAY  
(VOL. 500, PG. 413)  
D.R.K.C.T.

MATCH LINE



OWNER:  
JUSTIN SCOTT  
"TRACT ONE"  
(VOL. 3667, PG. 105)  
D.R.K.C.T.  
"TRACT ONE"  
(DOC. NO. 2010-000329)  
D.R.V.Z.C.T.

PARCEL 265  
262,824 S.F.  
6.034 AC.

OWNER:  
FREDDIE KASPER  
VOL. 4534, PG. 133  
D.R.K.C.T.

APPROX. LOCATION  
OF SURVEY LINE  
464.75'

1/2" FIR  
STOVALL  
(C.M.)

3/8" FIR

1/2" FIR  
STOVALL

NOTE: THIS SURVEY WAS PERFORMED BASED UPON  
RECORD DATA PROVIDED UNDER TICOR TITLE  
INSURANCE COMPANY COMMITMENT G.F. NUMBER 21961-KF07,  
WITH AN EFFECTIVE DATE OF AUGUST 30, 2007.



LEGEND:	
S.F.	SQUARE FEET
C.M.	CONTROL MONUMENT
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
1/2" SIR W/CAP	1/2" SET IRON ROD WITH A RED PLASTIC CAP STAMPED "DAL-TECH" OR "DTE"
SX	SET "X" CUT IN CONCRETE
FPK	FOUND PK. NAIL
SPK	SET PK. NAIL

ALL BEARINGS FOR THIS TRACT REFER TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202. ACCORDING TO MEASUREMENTS MADE AT NGS CONTINUOUSLY OPERATING REFERENCE STATIONS COLLIN CORS ARP, DALLAS CORS ARP, KAUFMAN CORS ARP, TYLER CORS ARP, AND PARIS CORS ARP. THE KAUFMAN COUNTY SCALE FACTOR OF 1.000114077 AS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, DALLAS DISTRICT WAS USED FOR THIS PROJECT.

EXHIBIT  
OF A  
RIGHT-OF-WAY ACQUISITION  
SITUATED IN THE  
SIMEON F. PYLE SURVEY ABSTRACT NO. 830  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS

BY  
DAL-TECH ENGINEERING, INC., 17400 DALLAS PKWY SUITE 110  
DALLAS, TEXAS 75287, TEL. (972)250-2727, FAX (972)250-4774  
TBPLS FIRM NO. 10123500



# EXHIBIT B

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## WARRANTY DEED

THE STATE OF TEXAS    §  
  §     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF  
KAUFMAN                    §

That Freddie Kasper, a married person, not joined herein by spouse, as the property hereby conveyed constitutes no part of their business or residence homestead and is in his sole management and control (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Kaufman, State of Texas, for and in consideration of the sum of FORTY FIVE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$45,900.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, all of the property described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes.

SPECIAL PROVISIONS: NONE

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto City, its successors and assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said premises unto City, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Freddie Kasper

\* \* \* \* \*

STATE OF TEXAS '
COUNTY OF KAUFMAN '

This instrument was acknowledged before me on \_\_\_\_\_
by Freddie Kasper.

\_\_\_\_\_  
Notary Public, State of TEXAS

\* \* \* \* \*

After recording return to:
City of Dallas
Department of Sustainable Development and Construction
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
attn: Christian Roman

Warranty Deed Log No. 44243

**FIELD NOTES  
 DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION  
 OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER  
 TRANSMISSION MAIN  
 KAUFMAN COUNTY, TEXAS  
 Parcel: 265**

BEING a 6.034 acre tract of land in the J. McCarty Survey, Abstract No. 333, in Kaufman County, Texas, being part of a 21.54 acre tract of land described in Special Warranty Deed to Freddie Kasper, dated March 26, 2014, as recorded in Volume 4534, Page 133, in the Deed Records Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

BEGINNING at a concrete monument with cap stamped "City of Dallas" found at the northeast corner of said 21.54 acre tract, same being the southeast corner of a City of Dallas Water Line Right-of-Way (variable width Right-of-Way), as recorded in Volume 437, Page 525, D.R.K.C.T. and the northwest corner of a tract of land described as "Tract One" in a deed to Justin Scott, as recorded in Volume 3667, Page 105, D.R.K.C.T.;

THENCE South 00 degrees 17 minutes 25 seconds East, with the east line of said 21.54 acre tract and the west line of said "Tract One", a distance of 131.33 feet to a 1/2-inch iron rod with red cap stamped. "DAL-TECH" (hereinafter referred to as "with cap") set;

THENCE South 81 degrees 32 minutes 24 seconds West, departing the east line of said 21.54 acre tract and west line of said "Tract One", a distance of 1,316.96 feet to a 1/2-inch iron rod with cap set at the point of curvature of a curve to the right, having a radius of 2,008.46 feet and a central angle of 17 degrees 41 minutes 00 seconds;

THENCE with said curve to the right, an arc distance of 619.87 feet (Chord Bearing North 89 degrees 37 minutes 06 seconds West – 617.41 feet), to a 1/2-inch iron rod with cap set at the point of tangency;


THENCE North 80 degrees 46 minutes 36 seconds West, a distance of 81.23 feet to a 1/2-inch iron rod set in the east line of F.M. 429 (120 foot right-of-way), being the west line of said 21.54 acre tract;

THENCE North 03 degrees 15 minutes 43 seconds West, with the east line of said F.M. 429 and the west line of said 21.54 acre tract, a distance of 133.15 feet to a 1/2-inch iron rod with cap stamped "STOVALL" found at the northwest corner of said 21.54 acre tract, being in the south line of said City of Dallas Water Line Right-of-Way;

THENCE South 80 degrees 46 minutes 36 seconds East, departing the east line of said F.M. 429 and with the north line of said 21.54 acre tract and south line of said City of Dallas Water Line Right-of-Way, a distance of 110.01 feet to a concrete monument with cap stamped "City of Dallas" found at the point of curvature of a curve to the left, having a radius of 1,878.46 feet and a central angle of 17 degrees 41 minutes 00 seconds;

THENCE with said curve to the left and continuing with said north and south lines, an arc distance of 579.75 feet (Chord Bearing South 89 degrees 37 minutes 06 seconds East – 577.45 feet), to a concrete monument with cap stamped "City of Dallas" found at the point of tangency;

THENCE North 81 degrees 32 minutes 24 seconds East, continuing with said north and south lines, a distance of 1,335.62 feet to the POINT OF BEGINNING and containing 262,824 square feet (6.034 acres) of land.

FIELD NOTES APPROVED:  
  


**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION**  
**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 265**

All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale factor of 1.000114077 as published by the Texas Department of Transportation, Dallas District was used for this project.

A plat of even survey date herewith accompanies this legal description.

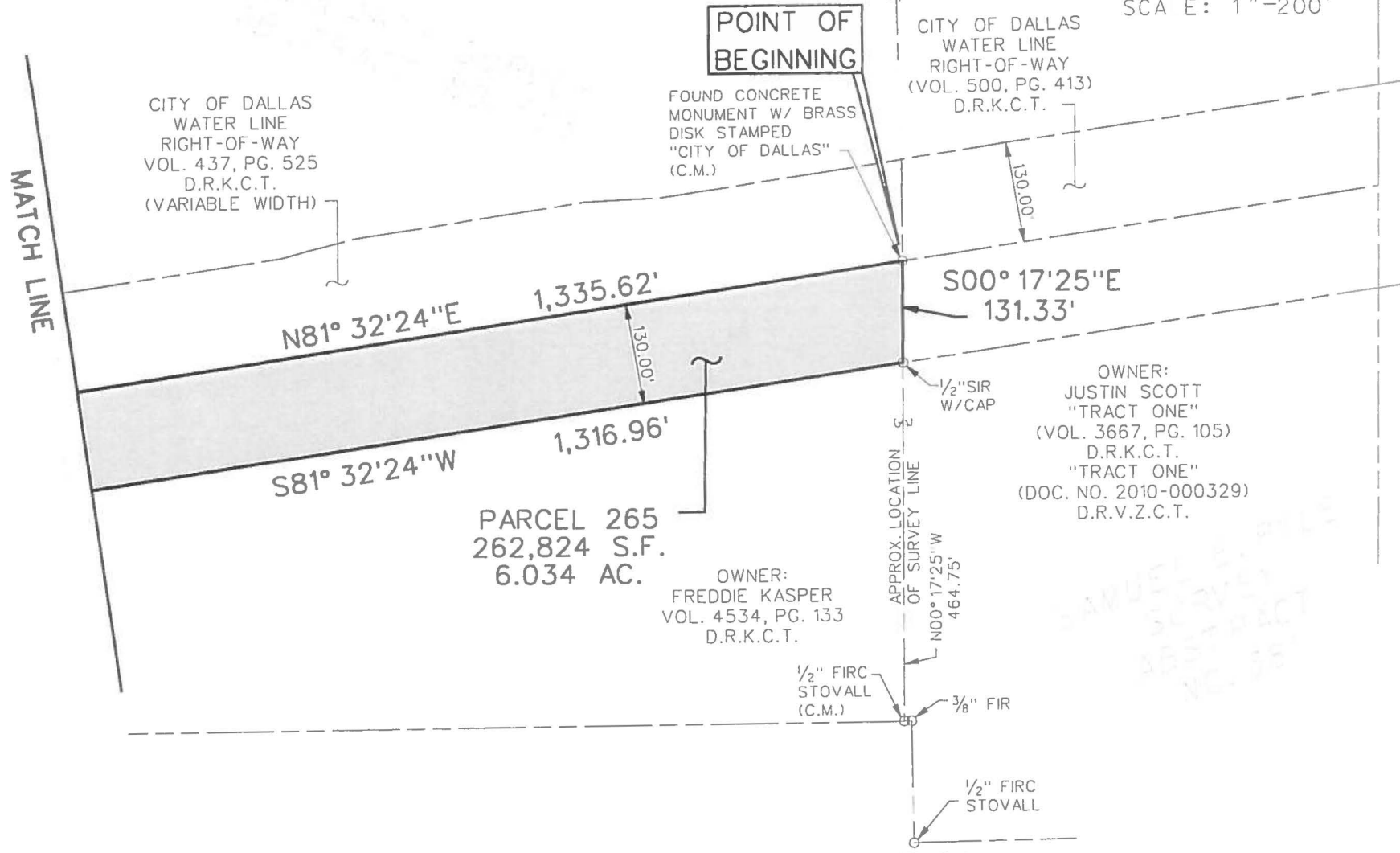
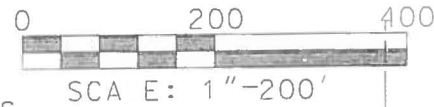
Company Name: DAL-TECH Engineering, Inc.  
TBPLS Firm No. 10123500

By:  Date: 3-15-14

Surveyor's Name: Patrick J. Baldasaro  
Registered Professional Land Surveyor  
Texas No. 5504



P:\95-101\matters\03\04\050\_865.dwg Plotted on 3/11/2008 at 10:44:09 AM By: jason Probert@City of Dallas Job: Draw.dwg:03\11\2008\_0865.dwg



CITY OF DALLAS  
WATER LINE  
RIGHT-OF-WAY  
VOL. 437, PG. 525  
D.R.K.C.T.  
(VARIABLE WIDTH)

FOUND CONCRETE  
MONUMENT W/ BRASS  
DISK STAMPED  
"CITY OF DALLAS"  
(C.M.)

CITY OF DALLAS  
WATER LINE  
RIGHT-OF-WAY  
(VOL. 500, PG. 413)  
D.R.K.C.T.

PARCEL 265  
262,824 S.F.  
6.034 AC.

OWNER:  
FREDDIE KASPER  
VOL. 4534, PG. 133  
D.R.K.C.T.

OWNER:  
JUSTIN SCOTT  
"TRACT ONE"  
(VOL. 3667, PG. 105)  
D.R.K.C.T.  
"TRACT ONE"  
(DOC. NO. 2010-000329)  
D.R.V.Z.C.T.

JANUARY 2008  
SIMEON F PYLE  
SURVEY ABSTRACT NO. 830  
KAUFMAN COUNTY, TEXAS

NOTE: THIS SURVEY WAS PERFORMED BASED UPON  
RECORD DATA PROVIDED UNDER TICOR TITLE  
INSURANCE COMPANY COMMITMENT G.F. NUMBER 21961-KF07,  
WITH AN EFFECTIVE DATE OF AUGUST 30, 2007.



LEGEND:	
S.F.	SQUARE FEET
C.M.	CONTROL MONUMENT
○ FIR	FOUND IRON ROD
○ FIP	FOUND IRON PIPE
○ 1/2" SIR W/CAP	1/2" SET IRON ROD WITH A RED PLASTIC CAP STAMPED "DAL-TECH" OR "DTE"
○ SX	SET "X" CUT IN CONCRETE
○ FPK	FOUND PK. NAIL
○ SPK	SET PK. NAIL

ALL BEARINGS FOR THIS TRACT REFER TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, ACCORDING TO MEASUREMENTS MADE AT NGS CONTINUOUSLY OPERATING REFERENCE STATIONS COLLIN CORS ARP, DALLAS CORS ARP, KAUFMAN CORS ARP, TYLER CORS ARP, AND PARIS CORS ARP. THE KAUFMAN COUNTY SCALE FACTOR OF 1.000114077 AS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, DALLAS DISTRICT WAS USED FOR THIS PROJECT.

EXHIBIT  
OF A  
RIGHT-OF-WAY ACQUISITION  
SITUATED IN THE  
SIMEON F PYLE SURVEY ABSTRACT NO 830  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS

BY  
DAL-TECH ENGINEERING, INC. 17400 DALLAS PKWY., SUITE 110  
DALLAS TEXAS 75287 TEL (972)250-2727, FAX (972)250-1774  
TBPLS FIRM NO 10123500

Handwritten signature and date: 3/15/14





**AGENDA ITEM # 11**

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** October 11, 2017

**COUNCIL DISTRICT(S):** 2, 3, 4, 5, 7, 8

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 34W 46R V X Y 47E 55B N 56P 57V 58S 63C 64B F L 65B  
66S 70N

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**SUBJECT**

Authorize **(1)** the quitclaim of 22 properties acquired by the taxing authorities from the Tax Foreclosure Sheriff's Sale that will be sold to the highest qualified bidders; and **(2)** the execution of release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment (list attached) - Estimated Revenue: \$331,000

**BACKGROUND**

This item authorizes the quitclaim of 22 properties that were foreclosed by the Sheriff's Department for unpaid taxes pursuant to judgments or seizure warrants from a District Court and the release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment. These properties will be sold to the highest qualified bidder and will return to the tax rolls upon conveyance.

Successful bidders will be required to sign a certification stating that they are not purchasing these properties on behalf of the foreclosed owners and that they have no debts owed to the City, no pending code violations, and are not chronic code violators.

All properties were reviewed by the Housing Department for infill houses and were not desired for that program.

**PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on October 9, 2017.

**FISCAL INFORMATION**

Estimated Revenue - \$331,000

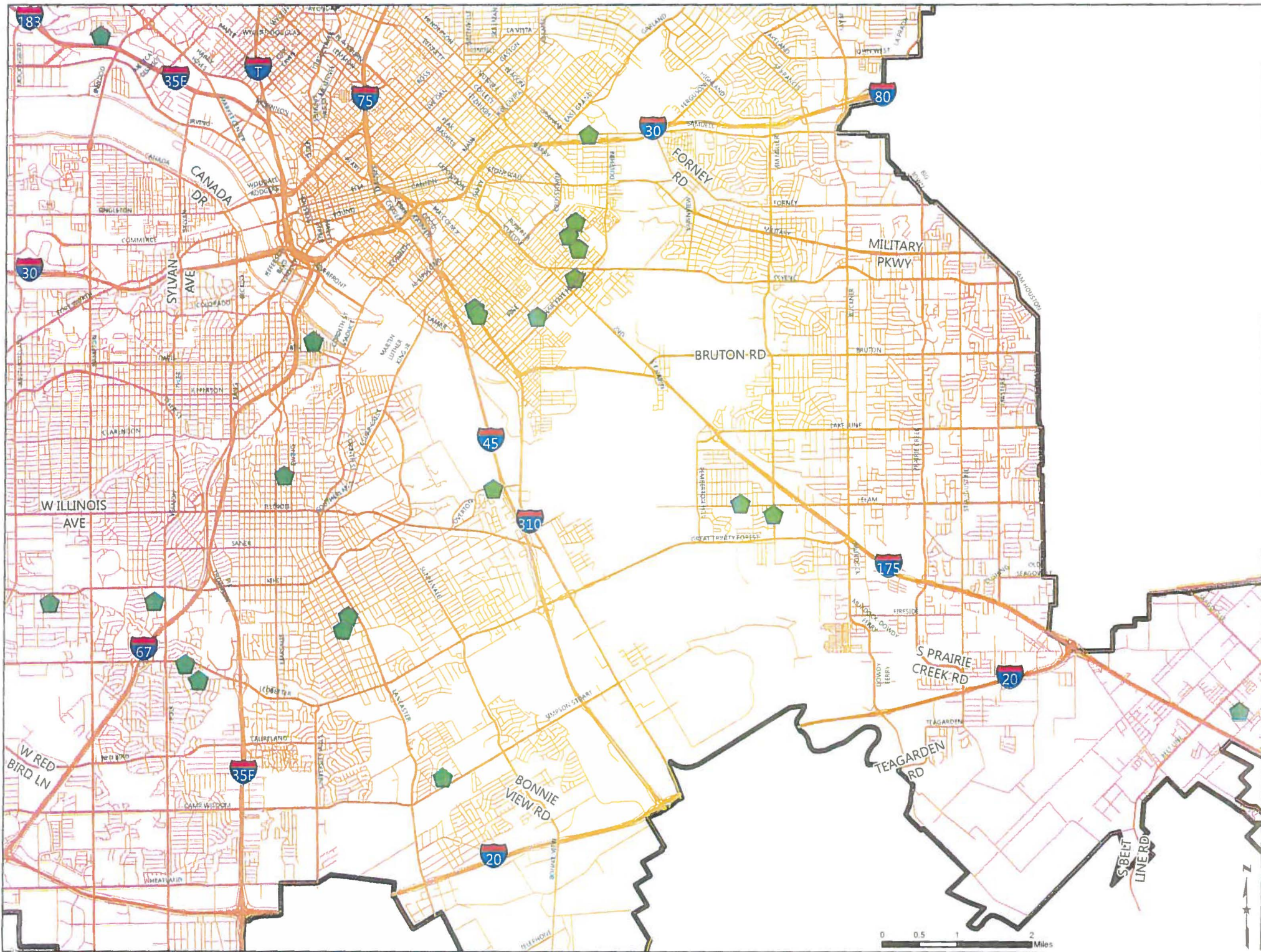
**MAP**

Attached

**TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES  
PROPERTY LIST**

ITEM #	STREET ADDRESS	VAC/IMP	COUNCIL DISTRICT	ZONING	PARCEL SIZE	STRUCKOFF AMOUNT	DCAD
1	2807 BENROCK	V	8	R-5(A)	.2848	\$2,968.00	\$8,250.00
2	1517 BRIAR CLIFF	I	2	PD-465	.1636	\$36,750.00	\$71,180.00
3	4226 CANAL	I	7	PD-595	.1217	\$40,530.00	\$40,530.00
4	4210 COPELAND	V	7	PD-595	.0894	\$3,750.00	\$3,750.00
5	2236 DATHE	V	7	PD-595	.1419	\$6,000.00	\$6,000.00
6	419 DENLEY	V	4	PD-571	.7859	\$7,000.00	\$7,500.00
7	4011 DENLEY	V	4	TH-3(A)	.4455	\$13,500.00	\$13,500.00
8	522 ELWAYNE	V	5	R-7.5(A)	.1799	\$15,000.00	\$15,000.00
9	4122 FERNWOOD	V	4	R-5(A)	.9159	\$15,666.00	\$18,000.00
10	4434 FRANK	V	7	PD-595	.1062	\$4,619.00	\$5,000.00
11	13848 INDIAN WELLS	V	8	R-10(A)	.4879	\$22,117.00	\$24,400.00
12	423 JIM MILLER	I	8	R-7.5(A)	.3881	\$69,982.00	\$98,000.00
13	2219 JORDAN ST	I	7	PD-595	.1428	\$26,201.00	\$25,830.00
14	2816 MARBURG	V	7	PD-595	.1308	\$15,380.00	\$6,000.00
15	631 MISTY GLEN	I	4	R-7.5(A)	.4703	\$119,490.00	\$155,200.00
16	3343 NAVAJO	V	4	R-7.5(A)	.2555	\$30,170.00	\$40,000.00
17	851 OAK FOREST	V	4	R-7.5(A)	.1744	\$20,000.00	\$20,000.00
18	3816 OVERTON	V	4	IR	.5965	\$44,910.00	\$44,910.00
19	3100 SAMUELL	V	2	RR	.2457	\$53,550.00	\$53,550.00
20	815 VERMONT	I	4	CR	.0988	\$51,886.00	\$90,590.00
21	2837 WHITEWOOD	V	3	R-10(A)	.2366	\$23,190.00	\$23,190.00
22	3703 YORK	V	7	PD-595	.1492	\$3,250.00	\$3,250.00





October 11, 2017

**WHEREAS**, the City of Dallas (“City”), the State of Texas (“State”), the County of Dallas, (“County”), and/or Dallas Independent School District (“DISD”) acquired Sheriff Deeds to properties (“Properties”) at a sheriff tax sale (“the First Sale”) authorized by a Judicial Foreclosure (“Judgment”) in a District Court in Dallas County, Texas. The Sheriff’s Deeds were recorded in the real property records of Dallas County, Texas as described on “Exhibit A,” attached herein and incorporated by reference; and

**WHEREAS**, pursuant to the Texas Attorney General Opinion No. JM-1232 and Section 34.05(a) of the Texas Property Tax Code, the City may re-sell the Properties (“the Second Sale”) subject to any right of redemption existing at the time of the Second Sale; and

**WHEREAS**, pursuant to the provisions of Chapter 34, Section 34.05 of the Texas Property Tax Code, a taxing entity is authorized to re-sell the Properties (“the Second Sale”); and

**WHEREAS**, by accepting its pro rata proceeds from the Second Sale, the State agrees to the transfer of Properties in which it has an interest; and

**WHEREAS**, the City Manager, acting on behalf of the County pursuant to a County Commissioner’s Court Order, and acting on behalf of DISD pursuant to a School Board Resolution have the authority to execute Quitclaim Deeds to the purchasers of Properties at the Second Sale, and transfer any rights, title, or interests acquired or held by each taxing entity that was a party to the Judgment at the First Sale; and

**WHEREAS**, the Properties will be advertised in the Dallas Morning News to be offered for re-sale; and

**WHEREAS**, the City Council has previously approved the re-sale of other Properties where funds were not received, nor disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County; and

**WHEREAS**, the distribution of the proceeds from the resale of the Properties will be in accordance with Chapter 34, Section 34.06 of the Texas Property Tax Code.

**Now, Therefore,**

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

**SECTION 1.** That upon receipt of the monetary consideration from the purchasers, and upon consent by the County and DISD, the City Manager after approval as to form by the City Attorney and attested by the City Secretary, is hereby authorized to execute



October 11, 2017**SECTION 1.** (continued)

Quitclaim Deeds to the Properties to be sold to the highest qualified bidder, conveying to the purchasers the right, title, and interest acquired or held by each taxing entity that was a party to the Judgment, subject to any right of redemption, post-Judgment taxes and post Judgment non-municipal liens, and in accordance with the written agreement of the terms, conditions, and release of the taxing entities.

**SECTION 2.** That the consideration received from the Second Sale shall be distributed pursuant to Chapter 34, Section 34.06 of the Texas Property Tax Code, and applied to the payment of the court costs, interest, and cost of sale and applied to the amount of delinquent taxes, penalties, and non-tax municipal liens as set forth in the Judgment and pursuant to the order of the court.

**SECTION 3.** That all purchasers shall be responsible for the pro rata portion of property taxes for the remaining part of the current calendar year that will be assessed from the date of closing of the Second Sale. Purchasers shall also be responsible for any post-Judgment taxes, penalties and interest, pursuant to the Texas Property Tax Code, and post-Judgment non-municipal liens. The Properties shall be replaced on the tax rolls as of the date of execution of Quitclaim Deeds.

**SECTION 4.** That to the extent authorized by law, any liens securing taxes referenced in Section 2 above are hereby released. That the City Manager, after approval as to form by the City Attorney, is hereby authorized to execute a release(s) of lien for any non-tax municipal lien(s) which (i) are included in the Judgments issued in the foreclosure suits filed by the City on the lot(s) shown on Exhibit "A"; or (ii) arise or are filed of record post Judgment and prior to the Second Sale by the City on the lot(s) shown on Exhibit "A".

**SECTION 5.** That any and all proceeds from the Second Sale, including funds not received, nor disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County will be deposited to General Fund, Fund 0001, Department DEV, Balance Sheet 0519.

**SECTION 6.** That upon receipt of the consideration from the Second Sale, the Chief Financial Officer is hereby authorized to disburse the proceeds in accordance with Chapter 34, Section 34.06 of the Texas Property Tax Code. Calculations for disbursements shall be provided by the Director of Sustainable Development and Construction to the City of Dallas Land Based Receivables, the Dallas County District Clerk, and the Dallas County Tax Office from the account specified in Section 5, above.

**SECTION 7.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES  
EXHIBIT A**

<b>ITEM #</b>	<b>STREET ADDRESS</b>	<b>LEGAL DESCRIPTION</b>	<b>VAC/IMP</b>	<b>OWNED BY TAXING ENTITIES</b>
1	2807 BENROCK	Lot 5, Block 18/6890	V	1, 2, 3
2	1517 BRIAR CLIFF	Lot 15, Block O/7917	I	1, 2, 3
3	4226 CANAL	Lot 10, Block 2/1853	I	1, 2, 3
4	4210 COPELAND	Lot 3, Block 5/1839	V	1, 2, 3
5	2236 DATHE	Lot 6, Block 1708	V	1, 2, 3
6	419 DENLEY	Lot 13, Block 49/3030	V	1, 2, 3
7	4011 DENLEY	Lot 16, Block 26/4322	V	1, 2, 3
8	522 ELWAYNE	Lot 25, Block 3/6250	V	1, 2, 3
9	4122 FERNWOOD	Lot 08, Block 28/4323	V	1, 2, 3
10	4434 FRANK	Lot 10, Block D/2434	V	1, 2, 3
11	13848 INDIAN WELLS	Lot 3, Block E/8820	V	1, 2, 3
12	423 JIM MILLER	Tract 15, Block 6262	I	1, 2, 3
13	2219 JORDAN ST	Lot 8, Block A/1709	I	1, 2, 3
14	2816 MARBURG	Lot 4, Block B/1773	V	1, 2, 3
15	631 MISTY GLEN	Lot 8, Block 21/6912	I	1, 2, 3
16	3343 NAVAJO	Lot 13, Block 13/6035	V	1, 2, 3
17	851 OAK FOREST	Lot 20, Block 1/5994	V	1, 2, 3
18	3816 OVERTON	Lot 1, Block 6097	V	1, 2, 3
19	3100 SAMUELL	Lot 1, Block C/2105	V	1, 2, 3
20	815 VERMONT	Tract 6, Block 3676	I	1, 2, 3
21	2837 WHITEWOOD	Lot 3, Block M/6038	V	1, 2, 3
22	3703 YORK	Lot 38, Block 2/2128	V	1, 2, 3

\*1=CITY, 2=DISD, 3=COUNTY, 4=STATE (All properties are located in the City of Dallas, Dallas County, Texas)



**AGENDA ITEM # 12**

**STRATEGIC PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:**

October 11, 2017

**COUNCIL DISTRICT(S):**

2

**DEPARTMENT:**

Sustainable Development and Construction

**CMO:**

Majed Al-Ghafry, 670-3302

**MAPSCO:**

23X Y

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**SUBJECT**

An ordinance abandoning an easement for street purposes to Northwest Overlake, L.L.C., the abutting owner, containing approximately 5,064 square feet of land, located near the intersection of Northwest Highway and Straightway Drive; and authorizing the quitclaim - Revenue: \$26,586, plus the \$20 ordinance publication fee

**BACKGROUND**

This item authorizes the abandonment of an easement for street purposes to Northwest Overlake, L.L.C., the abutting owner. The area will be included with the property of the abutting owner for a mixed-use development. The abandonment fee is based on an independent appraisal.

Notices were sent to 8 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition of this request.

**PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on October 9, 2017.

**FISCAL INFORMATION**

Revenue - \$26,586, plus the \$20 ordinance publication fee

**OWNER**

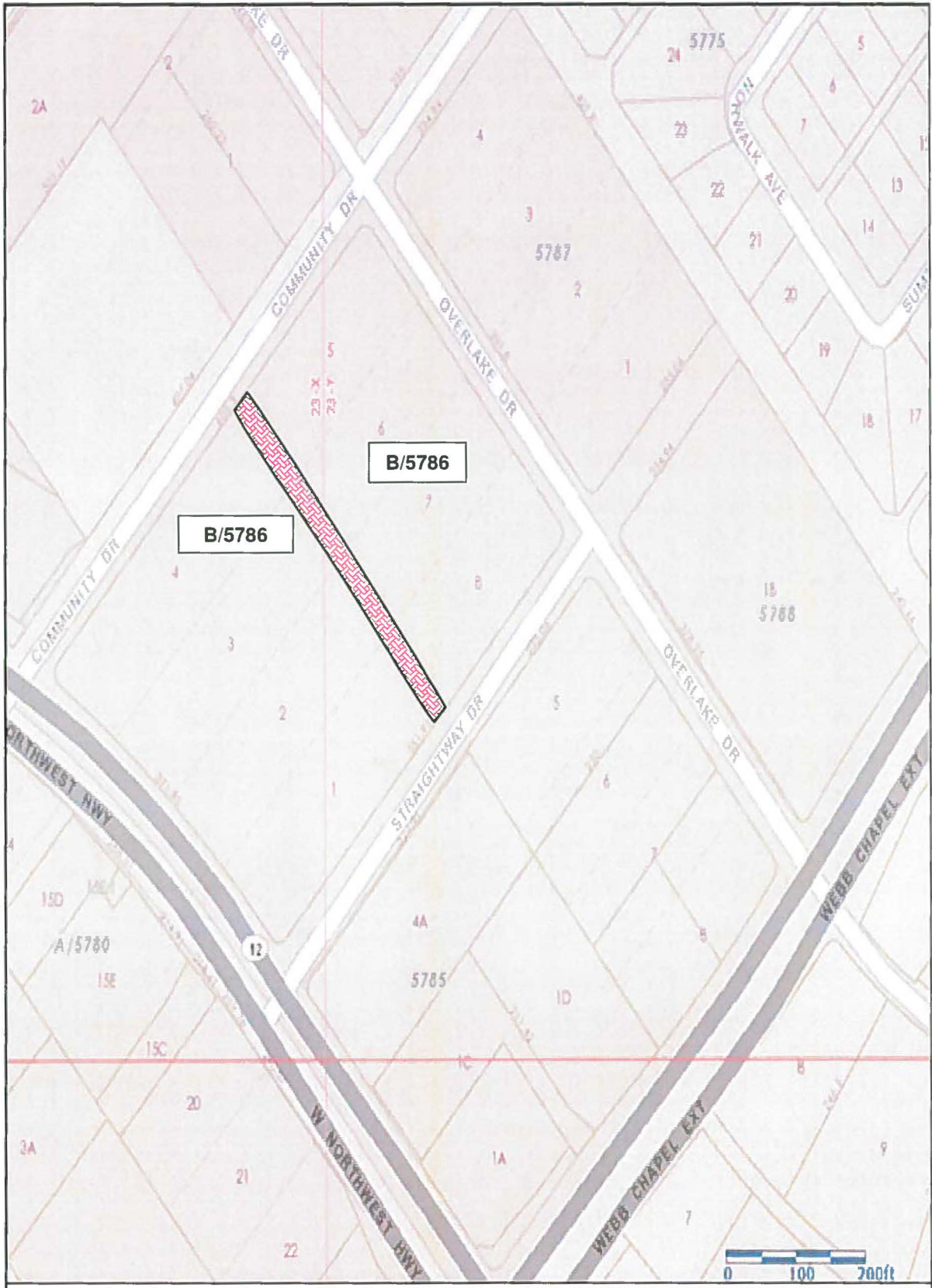
**Northwest Overlake, L.L.C.**


Oxford Enterprises, Inc.

Anthony Swartz, President

**MAP**

Attached



 **ABANDONMENT AREA**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance providing for the abandonment of an easement located in City Block B/5786 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Northwest Overlake, L.L.C.; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; 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 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 Northwest Overlake, L.L.C., a Texas limited liability company, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim 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 not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

**WHEREAS**, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning 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 tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of the sum of **TWENTY-SIX THOUSAND FIVE HUNDRED EIGHTY SIX AND NO/100 DOLLARS (\$26,586.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, and 10, the City

**SECTION 2.** (continued)

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 of its right, title and interest in and to the certain tract 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 hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction-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 the General Fund, Fund 0001, Department DEV, Unit 1183, 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 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, and are further subject to the conditions contained in Exhibit B, which is attached hereto and made a part hereof for all purposes.

**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 and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

**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 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 record a final replat of the adjoining properties prior to the issuance of any building permits affecting the tract of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

**SECTION 10.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the passage of this ordinance, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, its successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

**SECTION 11.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, 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 Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

**SECTION 12.** That this contract is designated as Contract No. DEV-2016-00001314.

**SECTION 13.** 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:  
LARRY E. CASTO, City Attorney

DAVID COSSUM, Director  
Department of Sustainable Development and  
Construction

BY:   
Assistant City Attorney

BY:   
Assistant Director

Passed \_\_\_\_\_.



# Exhibit A

**UTILITY EASEMENT ABANDONMENT  
LAKE LINE PARK, THIRD SECTION  
BLOCK B/5786  
DICKERSON PARKER SURVEY, ABSTRACT NO. 1113  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**BEING** a 5,064 square feet tract of land situated in the Dickerson Parker Survey, Abstract No. 1113, Dallas County, Texas, and being a portion of Lots 1-8, Block B, as shown on the plat of Lake Line Park, Third Section, being Block B/5786 City of Dallas Block, recorded in Volume 5, Page 290, Map Records, Dallas County, Texas, also being all of a labeled 12' Easement across said Block B, as shown on the said plat of Lake Line Park, Third Section, also being a portion of Tract I, Parcel A, as described in the Correction Assumption Warranty Deed to Northwest Overlake, LLC, recorded under instrument No. 20070357301, Official Public Records, Dallas County, Texas (OPRDCT), and being more particularly described by metes and bounds as follows (basis of bearing being the Texas Coordinate System, NAD83, North Central Zone - 4202, as established using GPS Technology in conjunction with the RTK Cooperative Network):

**COMMENCING** at a 1/2 inch iron rod found on the northwesterly line of Lot 5, said Block B, being common with the southeasterly right-of-way line of Community Drive, and being on the west side of a corner radius at the north corner of said Lot 5, being on the south side of the intersection of Community Drive and Overlake Drive;

**THENCE** South 45°26'25" West, with the northwesterly line of said Block B, being common with the said southeasterly right-of-way line, a distance of 229.42 feet to a point for corner, being the **POINT OF BEGINNING**;

**THENCE** South 44°45'21" East, over and across Lots 5-8 of said Block B, and along a line parallel with and 6' northeast of the southwest line of said Lots 5-8, a distance of 421.98 feet to a point for corner on the southeasterly line of said Block B, being on the northwesterly line of the Straightway Drive right-of-way abandoned by city ordinance 29383, from which a 1/2 inch iron rod found for corner bears North 45°27'22" East, a distance of 228.94 feet;

**THENCE** South 45°27'22" West, with the said southeasterly line of Block B, a distance of 12.00 feet to a point for corner;

**THENCE** North 44°45'21" West, over and across Lots 1-4 of said Block B, and along a line parallel with and 6' southwest of the northeast line of said Lots 1-4, a distance of 421.98 feet to a point for corner;

**THENCE** North 45°26'25" East, with the said northwesterly line of Block B, a distance of 12.00 feet to the **POINT OF BEGINNING**, and containing 5,064 square feet or 0.116 acres of land, more or less.

  
Joshua D. Wargo                      04/11/2016  
Registered Professional Land Surveyor No. 6391



For SPRG use only  
Review by: David Scott  
Date: 4.22.16  
SPRG NO.: 3675

**BHB** BAIRD, HAMPTON & BROWN, INC.  
ENGINEERING & SURVEYING  
4550 State Hwy 360, Ste. 180, Grapevine, TX 76051  
jwargo@bhinc.com                      817-251-8550                      www.bhinc.com  
BHB Project # 2014.722.001                      TBPE Firm F-44                      TBPLS Firm 10011302

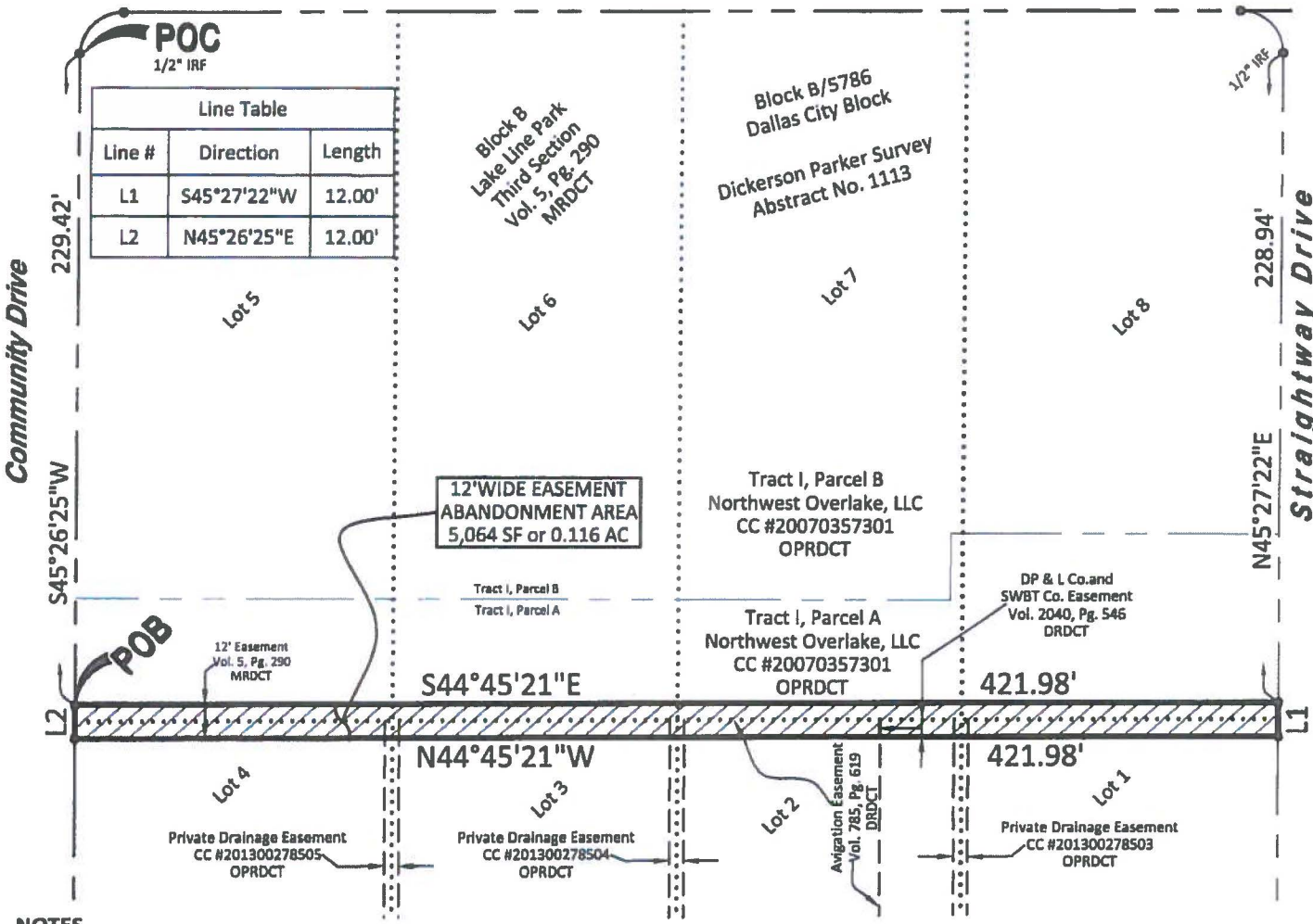
Overlake Drive

UTILITY EASEMENT ABANDONMENT  
 LAKE LINE PARK, THIRD SECTION  
 BLOCK B/5786  
 DICKERSON PARKER SURVEY  
 ABSTRACT NO. 1113  
 CITY OF DALLAS  
 DALLAS COUNTY, TEXAS



0 60'  
 SCALE: 1" = 60'

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NOTES

1. Basis of Bearing being the Texas Coordinate System, NAD83, North Central Zone - 4202, as established using GPS Technology in conjunction with the RTK Cooperative Network.

LEGEND

- .....Point for corner unless otherwise noted
- CC#.....County Clerks Number
- IRF.....Iron Rod Found
- DRDCT.....Deed Records Dallas County, Texas
- MRDCT.....Map Records Dallas County, Texas
- OPRDCT....Official Public Records, Dallas County, Texas
- POB.....Point of Beginning
- POC.....Point of Commencing

*[Signature]*  
 Joshua D. Wargo 04/11/2016  
 Registered Professional Land Surveyor No.6391

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# EXHIBIT B

## ADDITIONAL ABANDONMENT PROVISIONS

That as a condition hereof, this abandonment is subject to any utilities or communication facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, ("Facilities") presently located within the abandoned area described in Exhibit "A", owned and/or operated by the City of Dallas or any utility or communications company, public or private, ("Utility") and to the rights of any Utility for the use of the abandoned area for its Facilities. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto the City of Dallas, and not abandoned or conveyed hereunder, an easement (to which this abandonment is made expressly subject) over, upon, under, through, in, and across the abandoned area for each Utility for its respective Facilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, additions, expansions, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the Utility owning and/or operating same. No buildings, structures (above or below ground) or trees shall be constructed or placed within the abandoned area without written consent of each affected Utility. Each Utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the abandoned area and shall at all times have the full right of ingress and egress to or from and upon the abandoned area for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining, expanding, upgrading, and/or adding to all or part of its Facilities without the necessity at any time of procuring the permission of anyone. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the applicable Utility and/or operators of the Facilities until said Facilities are removed and relocated from the abandoned area. The relocation, removal or adjustment of any or all such Facilities, if made necessary by GRANTEE'S (whether one or more natural persons or legal entities) use of the abandonment area, shall be at the expense of GRANTEE herein, or GRANTEE'S successors and assigns. Should GRANTEE'S relocation or removal of the Facilities require the obtaining of new easements, the acquisition of same shall be at the expense of GRANTEE, GRANTEE'S successors and assigns. If any of the Facilities (or relocations thereof) are allowed to remain on any part of the abandoned area, the easements and buildings restrictions provided herein shall remain thereon. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease.