

ORDINANCE NO. 083-028

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF WEBER ROAD IN THE TOWN OF ADDISON AND COUNTY OF DALLAS, TEXAS, WITHIN THE LIMITS HEREINAFTER MORE FULLY DESCRIBED; PROVIDING FOR THE SALE AND CONVEYANCE THEREOF TO JACK POGUE; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT AND CONVEYANCE MADE HEREIN; PROVIDING FOR THE CONSIDERATION TO BE PAID TO THE TOWN OF ADDISON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, acting pursuant to law, and upon the request and petition of Jack Pogue, hereinafter referred to as Grantee, deems it advisable to abandon and convey the hereinafter described tracts of land to Grantee, his successors and assigns, and is of the opinion that said tract is not needed for public use, and same should be abandoned and quitclaimed to Grantee, his successors and assigns, as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the Town of Addison is of the opinion that the best interest and welfare of the public will be served by abandoning and conveying the same to Grantee, his successors and assigns, for the consideration hereinafter more fully set forth; Now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF
ADDISON:

SECTION 1. That the tract of land described in Exhibit "A", which is attached hereto and made a part hereof, be and the same is abandoned, vacated and closed insofar as the right, title and easement of the public are concerned as of the effective date of this ordinance, subject, however, to the conditions hereinafter more fully set out.

SECTION 2. That for and in consideration of the sum of One Hundred Fifty Thousand and no/100 (\$150,000.00) Dollars paid by Grantee, the Town of Addison does by these presents FOREVER QUITCLAIM unto the said Grantee, his successors and assigns, subject to the conditions hereinbelow, all its right, title and interest in and to that certain tract or parcel of land hereinafter described. TO HAVE AND TO HOLD all of such right, title and interest in and to the property and premises, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said Grantee, his successors and assigns forever.

SECTION 3. This conveyance is made subject to all present zoning and deed restrictions, and is subject to all present zoning and deed restrictions, and is subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and is subject to the conditions contained in Exhibit "B",

which is attached hereto and for all intents and purposes made a part hereof.

SECTION 4. That the terms and conditions contained in this ordinance shall be binding upon Grantee, his successors and assigns.

SECTION 5. That the abandonment and conveyance 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 Town of Addison may legally and lawfully abandon and vacate.

SECTION 6. That this abandonment shall be subject to the payment of the consideration described in Section 2 within ten (10) days of adoption of this ordinance. Failure on the part of the Grantee to pay the consideration set out in Section 2 within ten (10) days after adoption of this ordinance shall render this ordinance null and void.

SECTION 7. That upon receipt of the consideration described in Section 2, the City Attorney is hereby authorized to prepare and deliver a Quitclaim Deed with regard to the areas abandoned and conveyed herein, should such be requested by Grantee hereunder, same to be executed by the City Manager on behalf of the Town of Addison, and attested by the City Secretary.

SECTION 8. That upon payment of the consideration set forth in Section 2, the Grantee accepts the terms, provisions

and conditions of this ordinance.

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. Upon receipt of said consideration, the City Secretary shall deliver to Grantee the certified copy of this ordinance. The City Secretary shall be the sole source for receiving certified copies of this ordinance after its passage.

SECTION 10. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the Town of Addison, and it is accordingly, so ordained.

DULY ADOPTED by the City Council of the Town of Addison on the 26 day of April, 1983.

APPROVED:

Mayor

Jay Redding

ATTESTED:

Jacque Kruse
City Secretary

APPROVED AS TO FORM:

Attorney

EXHIBIT A

LEGAL DESCRIPTION
25.0 FOOT WIDE SEGMENT
OF WEBER ROAD
LOCATED IN THE
CITY OF ADDISON,
DALLAS COUNTY
.7408 ACRES (32,269 SQUARE FEET)

BEING a .7408 acre tract (32,269 Square Feet) of land situated in the EDWIN ALLEN SURVEY, Abstract No. 8, in the City of Addison, Dallas County, and being more particularly described as follows:

COMMENCING at the intersection of the South line of Trinity Mills Road (100' R.O.W.) and the projected centerline of Voss Road (60' R.O.W.);

THENCE, S 00°51'06" W, a distance of 133.65 feet to a point for a corner, said point being located along the centerline of Weber Road (50' R.O.W.);

THENCE, along said centerline of Weber Road, S 89°13'58" E, a distance of 49.50 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, continuing along said centerline of Weber Road, S 89°13'58" E, said centerline also being the County line between Collin County and Dallas County, a distance of 1,290.75 feet to a point for a corner;

THENCE, departing said centerline of Weber Road, S 00°46'02" W, a distance of 25.00 feet to a point for a corner, said point being located along the South right-of-way line of Weber Road;

THENCE, along said South right-of-way line of Weber Road, N 89°13'58" W, a distance of 1,290.75 feet to a point for a corner;

THENCE, departing said South line of Weber Road, N 00°46'02" E, a distance of 25.00 feet to the POINT OF BEGINNING and CONTAINING 32,269 Square Feet or .7408 Acres of Land, more or less.

EXHIBIT "B"

That as a condition hereof, this conveyance is subject to any existing utilities or communication facilities presently located within the abandoned area, owned and/or operated by the Town of Addison or any utility or communications company, public or private, and to any vested rights presently owned by any utility or communications company, public or private, for the use of the abandoned area for facilities presently located within the boundaries of said abandoned area; and the relocation, removal or adjustment of any or all such utilities or facilities, including water and sanitary sewer lines, gas lines, storm sewers, communication facilities and electrical facilities, if such relocation, removal or adjustment is made necessary by Grantees' use of said subject property, shall be at the expense of Grantees herein, their successors and assigns. It is the intent of the foregoing that there shall be hereby reserved and excepted unto the Town of Addison, and not conveyed hereunder, and to which the conveyance herein is made expressly subject, an easement for existing communication and utility purposes, both public and private, including drainage, over, under, through, across and along the hereinabove described tract. No buildings shall be constructed or placed upon, over or across the easement. Said easement being hereby reserved for the mutual use and the accomodation of all

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communication companies and utilities, both public and private, desiring the use or using the same. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on the easement, and all communication companies and utilities, both public and private shall at all times have the full right of ingress and egress to or from and upon the said easement for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone. All public utility and communication easements are retained in the present owners until removal and relocation, at which time easements across the property are abandoned and any building restrictions herein created shall be removed; however, if utilities or communication companies are allowed to remain on such property, such easements shall remain thereon. Should the relocation of any utility or communication facility require the obtaining of new easements, the acquisition of same shall be at the expense of Grantee, his successors and assigns.

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