



CITY OF DALLAS

August 18, 2021

T. Craig Sheils  
Sheils Winnubst, P.C.  
1701 N. Collins Boulevard, Suite 1100  
Richardson, Texas 75080  
*sent via email to:* craig@sheilswinnubst.com

**RE: Board of Adjustment Case No. BDA 201-023 & the Property located at 3606 Greenville Ave., Suite "A", d/b/a/ "OT Tavern"**

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into by and between Applicant, City of Dallas ("City") and Respondent Avenue Sports, Inc. f/k/a GP Sports NSL, Inc. d/b/a OT Tavern ("Avenue Sports" or "Respondent"), Uptown Ventures LLC d/b/a Granada Ventures, LLC ("Uptown"), and Hillcrest Towers LLC ("Hillcrest"). Uptown and Hillcrest are collectively referred to as "Property Owners." The City, the Property Owners and Respondent shall be referred to herein as the "Parties."

**1. RECITALS**

- a. The address at issue is the southernmost suite of 3606 Greenville Ave., Dallas, Texas 75206 more commonly known as 3606 Greenville Ave., Suite A, Dallas, Texas 75206 (the "Premises").
- b. The Premises specifically does not include 3606 Greenville Ave., Suite B, Dallas, Texas 75206.
- c. The Premises is located within a building owned by Uptown and Hillcrest.
- d. The business operating at the Premises is OT Tavern and is owned and operated by Avenue Sports (the "Business").
- e. On June 23, 1993, Dallas City Council passed Ordinance No. 21735, which changed certain requirements for the zoning district that included the Premises. Alcoholic beverage establishments or bars located in Commercial Retail Districts (CR) were required to obtain specific use permits (SUP) to operate.

- f. In 2011, a certificate of occupancy (CO) was issued to Avenue Sports to operate an alcoholic beverage establishment known as OT Tavern at 3606 Greenville Ave., Suite A.
- g. On December 9, 2020, Dallas City Council passed Resolution No. 201935 in accordance with Dallas City Code § 51A-4.704(a)(1)(A) requesting that the Dallas Board of Adjustment consider establishing a compliance date for the nonconforming use operating at the Premises.
- h. The City filed an application with the Board of Adjustment on December 18, 2020, stating that the Premises's nonconforming use has an adverse effect on nearby properties and requesting that the Board of Adjustment terminate the nonconforming use of the Premises and set a date for compliance.
- i. The case was assigned Case No. BDA 201-023 and is currently scheduled for public hearing on August 18, 2021.

## 2. AGREEMENT

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- a. The following shall occur within five (5) days of the execution of this Agreement:

- 1. Hours of Operation: Avenue Sports shall open the business at 4 p.m. and:

- A. Stop admitting customers at 1:15 a.m.; stop making sales at 1:30 a.m.; turn on all house lights at 1:30 a.m.; ensure all patrons have vacated the Premises by 1:45 a.m.

- B. Beginning on November 19, 2021, stop admitting customers at 12:15 a.m.; stop making sales at 12:30 a.m.; turn on all house lights at 12:30 a.m.; ensure all patrons have vacated the Premises by 12:45 a.m. on Sunday, Monday, Tuesday, and Wednesday.

("Business Hours").

- 2. Parking Agreement: Respondent and the Property Owners shall comply with all provisions of the Parking Agreement attached as **Exhibit A**.
- 3. Complimentary Valet: Avenue Sports, in conjunction with the other tenants and the Property Owners, shall provide complimentary valet during Business Hours.

4. Parking Signage: Avenue Sports shall place a sign near each entrance to the Business that states, "Please be considerate of our neighbors when parking. Do not block driveways. Do not park in zones designated as 'No Parking'."
5. Community Meetings and Comments: Avenue Sports shall host at least one community meeting every six months. Avenue Sports agrees to maintain the following email account to receive comments: [REDACTED]
6. Security Cameras: Avenue Sports shall provide, maintain, and operate sufficient surveillance cameras to provide coverage for all interior and exterior areas of the Premises open to the public.
7. Litter: Avenue Sports shall maintain the Premises free of litter, debris, and trash. Avenue Sports shall remove all litter, debris, and trash within two hours of closing the Business each night.
8. Noise: Avenue Sports shall monitor decibel levels at the bounding lot line of the Premises and its parking lots in an effort to ensure compliance with Section 51-6.102 of the Dallas City Code, and to prevent music and crowd noise from the Premises from interfering with other businesses or disturb the peace of the surrounding neighborhood. Avenue Sports shall:
  - A. turn off outdoor speakers at sunset in compliance with Section 30-4 of the Dallas City Code; and
  - B. ensure that all doors and windows remain closed to reduce noise.
9. Security Personnel: Avenue Sports shall maintain a minimum of two armed, uniformed, licensed security guards, or certified peace officers during Business Hours on Thursdays, Fridays, Saturdays, and Sundays and a minimum of six security guards or certified peace officers when Avenue Sports utilizes a promoter in addition to the two armed, uniformed, licensed security guards. Security Personnel are responsible for:
  - A. Patrolling parking lots and adjacent areas to prohibit loitering, vandalism, and excessive noise and other disruptive or illegal acts; and
  - B. Ensuring prompt and orderly crowd dispersal from area surrounding the Premises, including on-site parking and the off-street parking articulated in Exhibit A; and
  - C. Ensuring maximum load occupancy is not exceeded using a mechanical counting device.
10. Trained Crowd Manager: Respondents shall maintain a trained crowd manager on the Premises during Business Hours on Thursday, Friday, Saturday, and

Sunday. The training must be approved in accordance with Section 403.12.3.2 of the International Fire Code. The crowd manager is responsible for:

- A. Maintaining onsite any documentation of completion of approved training;
- B. Conducting inspections of the area of responsibility and identifying and addressing any egress barriers;
- C. Conducting inspections of the area of responsibility to identify and mitigate any fire hazards;
- D. Verifying compliance with all permit conditions;
- E. Ensuring maximum load occupancy is not exceeded using a mechanical counting device; and
- F. Any other duty required by Section 403.12.3.3 of the International Fire Code.

11. Cover Charges: Avenue Sports shall only utilize cover charges or flat fees at the door for admission for pay-per view events.

12. Compliance with the Dallas City Code: Avenue Sports shall maintain the Premises in compliance with the Dallas City Code.

- b. Respondent acknowledges and agrees, for the purposes of this Agreement only, that the nonconforming use of an alcoholic beverage establishment at the Property has an adverse effect on nearby properties and Avenue Sports shall cease operation of the alcoholic beverage establishment by August 7, 2023. This Agreement shall be submitted to the Board of Adjustment for approval. The parties agree that they will not appeal the Board's decision to approve or disapprove this Agreement.
  - c. The City agrees to immediately request that the Board of Adjustment withdraw the City's application to terminate the Premises 's nonconforming use or deny its application without prejudice.
  - d. The City, through its agents, is authorized to enter the Premises and inspect the interior and exterior of the Premises during Business Hours, with or without notice to Respondent.
3. If Respondent or Property Owners fail to comply with any provision of this Agreement, and fail to cure such default within five (5) business days of notice of default being sent to Respondent, Property Owners, and counsel, the City will seek injunctive relief to enforce the agreement.

4. The City and Respondent reserve the right to seek court or Board of Adjustment intervention if circumstances on the Premises materially change or this Agreement is violated.
5. Each party agrees to take all actions and to make, deliver, sign, and file any other documents and instruments necessary to carry out the terms, provisions, purpose, and intent of this Agreement.
6. The Parties intend that this Agreement is legally binding upon and shall inure to the benefit of each of them and their respective predecessors, successors, assigns, executors, administrators, heirs, and estates.
7. Any amendment or modification of this Agreement must be made in writing, signed by both Parties to be binding.
8. The Parties declare their understanding of the terms and conditions of this Agreement and enter into this Agreement willingly, knowingly, and voluntarily.
9. The City shall record a redacted copy of this Agreement in the Deed Records of Dallas County, Texas, within five (5) days of the execution of this Agreement by both parties.
10. The City acknowledges and agrees that the Premises is zoned as Commercial Retail and that a business operating as a restaurant that sells alcohol would be permitted to operate at the Premises without a SUP.
11. Nothing in this Agreement applies to Bar 3606, who operates an alcoholic beverage establishment at the address commonly known as 3606 Greenville Ave. Suite B, Dallas, Texas. Nothing in this Agreement shall prevent the City from continuing to pursue setting a compliance date for Bar 3606 and the premises located at 3606 Greenville Ave. Suite B, Dallas, Texas.

***[SIGNATURE PAGES TO FOLLOW]***

AGREED TO on this 18 day of **August, 2021**.

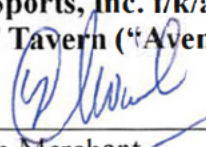
**City of Dallas**

By: \_\_\_\_\_  
Its: \_\_\_\_\_



\_\_\_\_\_  
**NAOMI GREEN**  
Assistant City Attorney  
Texas State Bar No. 24068816  
[Naomi.Green@dallascityhall.com](mailto:Naomi.Green@dallascityhall.com)  
Dallas City Attorney's Office  
1500 Marilla Street, 7DN  
Dallas, Texas 75201  
Telephone: (214) 670 3519  
Facsimile: (214) 670-0622  
**ATTORNEYS FOR PLAINTIFF**

**Avenue Sports, Inc. f/k/a GP Sports NSL, Inc.  
d/b/a OT Tavern ("Avenue Sports")**



By: Shaun Merchant  
Its: Authorized Representative

**Uptown Ventures LLC  
d/b/a Granada Ventures, LLC ("Uptown")**

By: FJA Management  
Its: Manager

By: Luke Jana  
Its: Authorized Representative

**Hillcrest Towers LLC ("Hillcrest")**

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**T. CRAIG SHEILS**  
Texas Bar No. 18187350  
[Craig@sheilswinnubst.com](mailto:Craig@sheilswinnubst.com)  
**KIMBERLY A. QUIRK**  
Texas Bar No. 24104776  
[Kimberly@sheilswinnubst.com](mailto:Kimberly@sheilswinnubst.com)

1100 Atrium II  
1701 N. Collins Boulevard  
Richardson, Texas, 75080  
(972) 644-8181  
(972) 644-8180 (fax)  
ATTORNEYS FOR AVENUE SPORTS AND UPTOWN


**Avenue Sports, Inc. f/k/a GP Sports NSL, Inc.  
d/b/a OT Tavern (“Avenue Sports”)**

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By: Shaun Merchant  
Its: Authorized Representative

**Uptown Ventures LLC  
d/b/a Granada Ventures, LLC (“Uptown”)**


By: FJA Management  
Its: Manager



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By: Luke Jana  
Its: Authorized Representative

**Hillcrest Towers LLC (“Hillcrest”)**



---

By: FJA Management, Inc.  
Its: Manager

---

By: Luke Jana  
Its: Authorized Representative

---

**T. CRAIG SHEILS**  
Texas Bar No. 18187350  
[Craig@sheilswinnubst.com](mailto:Craig@sheilswinnubst.com)  
**KIMBERLY A. QUIRK**  
Texas Bar No. 24104776  
[Kimberly@sheilswinnubst.com](mailto:Kimberly@sheilswinnubst.com)  
1100 Atrium II  
1701 N. Collins Boulevard  
Richardson, Texas, 75080  
(972) 644-8181  
(972) 644-8180 (fax)  
ATTORNEYS FOR AVENUE SPORTS AND UPTOWN





DEPARTMENT OF DEVELOPMENT SERVICES

LICENSE

This License for Special Parking is issued under the provision of the Dallas Development Code Section 51A-4.329

Issued To: Granada Plaza LLC

Effective Date: 09/21/2012

LOCATION OF MAIN USE: 3606 Greenville Ave

LOCATION OF SPECIAL PARKING: 3606 Greenville

- TYPE OF SPECIAL PARKING:
- PACKED
  - REMOTE WITH SHUTTLE / ATTENDANT
  - REMOTE PARKING OVER 50 SPACES\*

HOURS OF OPERATION: 6AM - 2AM

NUMBER OF SPECIAL PARKING SPACES: 19

LICENSE # P-018

EXPIRATION DATE: 09/21/2015

An application for issuance/renewal of this license along with a fee of \$375 must be received by Building Inspection. Renewals must be received 30 days prior to expiration date. Failure to renew the license will result in the revocation of the Certificate of Occupancy.

[Signature]  
BUILDING OFFICIAL

[Signature] 9-27-2012  
ENGINEERING / SR. ENGINEER

\* Remote Parking under 50 spaces does not require a license. This form is only used for approval purposes for remote parking over 50 spaces.



201200287954  
RESTRICT 1/10

'SINGLE OWNER MULTI-USE PACKED PARKING DEED RESTRICTIONS

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, GRANADA PLAZA, LLC ("the Owner"), is the owner of the following described property ("the Property"), with a street address of 3606 A, 3606 B, 3612 and 3614 Greenville Avenue, being in particular a tract of land out of the A. McCommas Survey, Abstract No. na, Lots 1A & 2A, City Block 1/2888, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to Joseph T. Matassa Family Limited Partnership by deed recorded in Instrument # Volume 81214, Page 1219, in the Deed Records of Dallas County, Texas, ~~and being more particularly described in Exhibit A, which is attached and made a part of this agreement.~~ <sup>CB</sup>

TS

II.

The following uses ("Use A," "Use B," "Use C," "Use D," "Use E," and "Use F," respectively), are located on the Property and have the following days and hours of operation:

<u>Use</u>	<u>Days and hours of operation</u>
<u>A 3606 Greenville, Ste A, (3,500 SF)</u>	<u>7 days: 6 AM to 2 AM</u>
<u>B 3606 Greenville, Ste. B (4,780 SF)</u>	<u>7 days: 9 PM to 2 AM</u>
<u>C 3612 Greenville Ave. (4,642 SF)</u>	<u>7 days: 6 AM to 9 PM</u>
<u>D 3614 Greenville Ave. (3,811 SF)</u>	<u>7 days: 6 AM to 9 PM</u>
<u>E</u>	<u></u>
<u>F</u>	<u></u>

III.

Each use must meet specific requirements of the Dallas Development Code of the Dallas City Code ("Code"), as amended, for off-street parking. The following number of off-street parking spaces are required by the Code for each use on the Property and the following number of spaces are available on the Property for each use:

<u>Use</u>	<u>Spaces required</u>	<u>Spaces available</u>
A <u>3606 Greenville, Ste. A</u>	<u>35</u>	<u>35</u>
B <u>3606 Greenville, Ste. B</u>	<u>48</u>	<u>48</u>
C <u>3612 Greenville Ave.</u>	<u>23</u>	<u>23</u>
D <u>3614 Greenville Ave.</u>	<u>19</u>	<u>19</u>
E _____	_____	_____
F _____	_____	_____

IV.

The Owner does hereby impress all the Property with the following deed restrictions (the "Restrictions"), to wit:

Uses A, B, C, D shall share <sup>19 CB 13</sup> 91 required off-street parking spaces on the Property by JMD maintaining mutually exclusive hours of operation.

The Property shall provide <sup>19 CB 13</sup> 91 off-street parking spaces for the use on the Property in accordance with the terms of this instrument and the rules for packed parking in the Dallas Development Code of the Dallas City Code ("Code"), as amended.

V.

The Owner shall obtain a special parking license by complying with the requirements for that license in the Code.

VI

Owner agrees to comply with the off-street parking regulations in the Code.

VII.

The location of the off-street parking spaces on the Property is shown on a site plan that is attached to and made a part of this instrument. The site plan must provide sufficient information to demonstrate compliance with the Code and all other applicable ordinances and regulations of the City.

VIII.

A statement describing the operational plan for packed parking, including the days and hours of operation of the main use, staffing required to park the vehicles, and the location of any parking service stand is attached to and made a part of this agreement. Owner agrees and covenants to comply with that operational plan.

IX.

This instrument may be amended or terminated only upon the filing in the Deed Records of the county or counties where the Property is located, of an instrument approved by the building official of the City of Dallas, or his designee, and approved as to form by the city attorney. The building official shall approve such an instrument if:

- (1) all uses on the property for which parking is provided under this instrument fully comply with the off-street parking regulations in the Code, by a means other than this instrument; or
- (2) all uses on the Property for which parking is provided under this instrument cease to operate and terminate their certificates of occupancy.

The Owner shall file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located, at his or her sole cost and expense. After filing the amending or terminating instrument in the Deed Records, the Owner shall file two copies of the instrument with the building official. No amendment or termination of these restrictions is effective until the amending or terminating instrument is filed in accordance with this paragraph.

X.

The Owner agrees to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with this instrument and the City granting, revoking, or withholding a building permit and/or certificate of occupancy by reason of these restrictions.

XI.

The Owner understands and agrees that this instrument shall be governed by the laws of the State of Texas.

XII.

Prior to the issuance of any building permit or certificate of occupancy for the use, the Owner shall file this instrument in the Deed Records of the county or counties where the Property is located, at his or her sole cost and expense.

XIII.

The Owner agrees that this instrument inures to the benefit of, and is enforceable by, the City. If the use is operated in violation of this instrument, the building official shall revoke the certificate of occupancy for the use. The Owner acknowledges that the City has the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce this instrument, the Owner agrees that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner agrees that the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until this instrument is complied with. The right of the City to enforce this instrument shall not be waived, expressly or otherwise.

XIV.

The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this instrument.

XV.

Unless stated otherwise in this instrument, 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.

XVI.

If the building official places any conditions upon the approval of this instrument, those conditions shall be attached to and made a part of this instrument. If conditions are placed upon the approval of this instrument, the Owner agrees that he or she shall comply with each condition and understands that a failure to so comply shall constitute a violation of this instrument.

XVII.


The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against their respective tracts if there are no signatures of mortgagees or lienholders subscribed below.

XVIII.

The invalidation of any provision in this instrument by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED at Dallas, Dallas County, Texas, this  
17th day of September, 2012.

Granada Plaza, LLC  
Owner

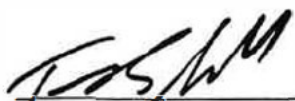
By:   
Printed Name: Jon duPerier  
Title: Member

CONSENT AND CONCURRENCE OF MORTGAGEE OR LIENHOLDER

\_\_\_\_\_  
Property Mortgagee/Lienholder  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED: Tyrus Small

APPROVED AS TO FORM:  
THOMAS P. PERKINS, JR.,  
City Attorney

  
\_\_\_\_\_  
Building Official  
(or authorized representative)

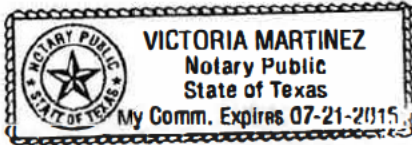
  
\_\_\_\_\_  
Assistant City Attorney

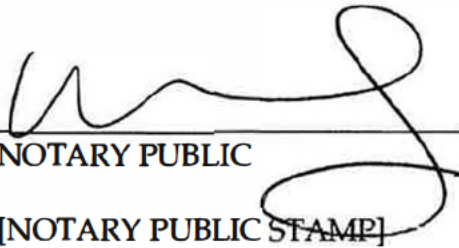
**ATTACH THE APPROPRIATE ACKNOWLEDGMENTS FOR ALL SIGNATORIES, INCLUDING OWNERS, AND LIENHOLDERS/MORTGAGEES (IF APPLICABLE).**

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on 9-27-12 by  
Jon duPerier, Member of Granada Plaza, LLC a Texas limited liability company, on behalf of  
said limited liability company.



  
\_\_\_\_\_  
NOTARY PUBLIC  
[NOTARY PUBLIC STAMP]



# GRANADA PLAZA, LLC

6805 Hillcrest Avenue, Suite 200  
Dallas, Texas 75205 -1377  
214 / 696-3344  
fax 214 / 696-0910  
jonduperier@aol.com

## OPERATIONAL PLAN FOR PACKED PARKING SEPTEMBER 17, 2012

**3606 A, 3606 B, 3612 & 3614 GREENVILLE AVENUE  
DALLAS, TEXAS**

Applicant: Granada Plaza, LLC

Location A 3606 A, 3606 B, 3612 & 3614 Greenville Ave., Dallas, TX

Days and Hours of Operation All days: 6 AM to 2 AM (whenever businesses are open)

Location B 5704 Penrose Avenue and 5703 Martel Avenue, Dallas, TX

Days and Hours of Operation All days: 6 AM to 2 AM (whenever businesses are open)

Parking Staff: 1 to 4 (as needed to manage parking load)

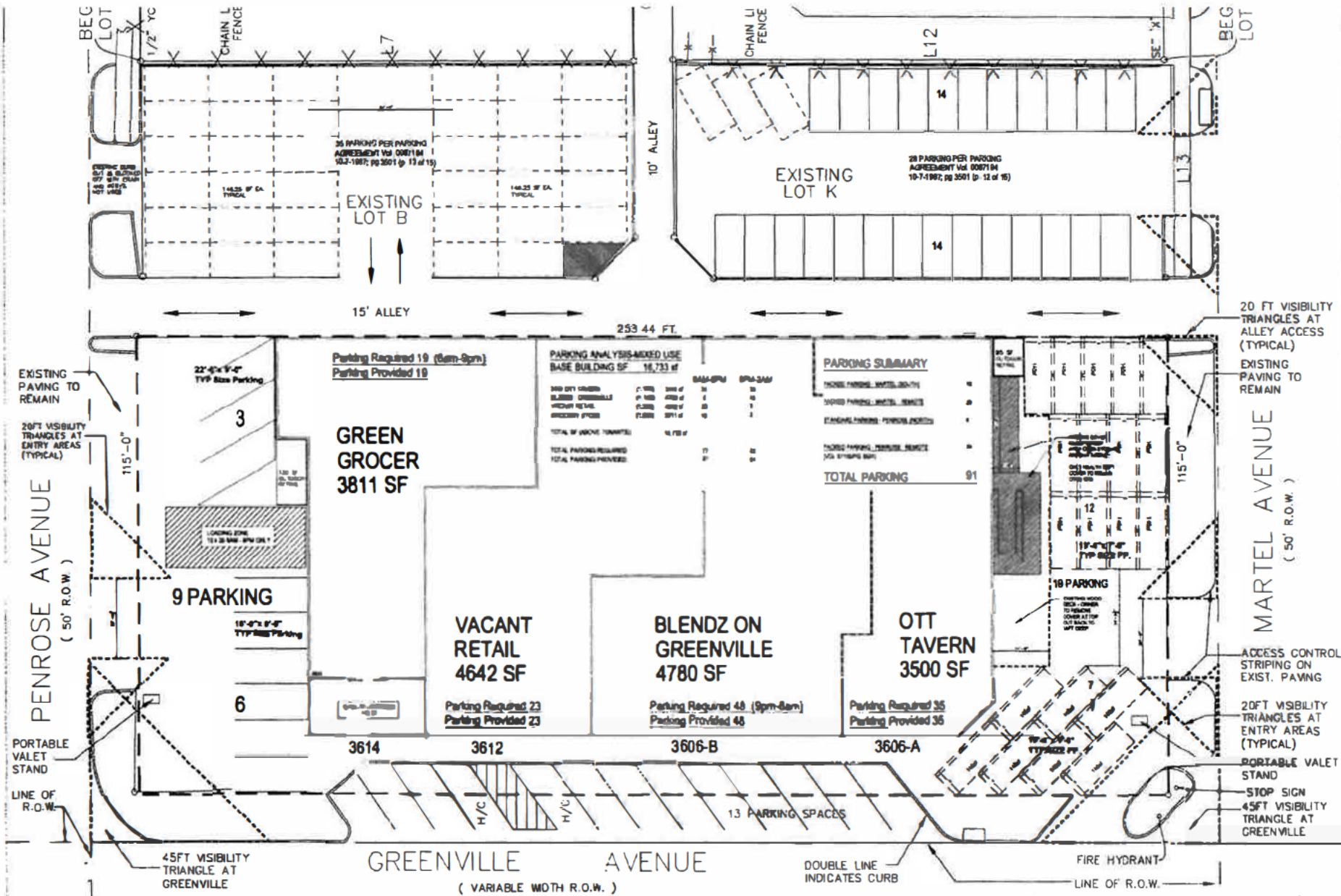
Location of Parking Stand South Martel Lot by 3606 Greenville, Ste. A, and north Penrose Lot by 3614 Greenville (as needed)

Location of Parking Signs In front of 3606 A, 3606 B and 3614 Greenville Ave

Valet company staff will park cars as needed in packed parking lots and retrieve them for business customers. Valet parking services will be provided as needed when the businesses are open . Hours of operation may vary from those stated above from day to day as needed, and for special events, to adequately park the building.

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_



**Hamilton Wolf Andrews**  
 Architects / Design / Construction  
 10000 North Central Expressway, Suite 1000  
 Dallas, Texas 75243  
 Phone: (214) 421-1111  
 Fax: (214) 421-1112  
 Website: www.hwa.com

**CONTRACTOR**

**DEWCO**  
 Construction Services  
 10000 North Central Expressway, Suite 1000  
 Dallas, Texas 75243  
 Phone: (214) 421-1111  
 Fax: (214) 421-1112  
 Website: www.dewco.com

**PROJECT / CLIENT**

**3606 Greenville Avenue**  
 3606 to 3614 Greenville Avenue  
 Dallas, Texas 75206

**ISSUE LOG**

NO.	DATE	DESCRIPTION
1	01/15/12	Final Design Plan
2	01/15/12	Final Design Plan
3	01/15/12	Final Design Plan

**APPROVED BY:**

**DATE:** 01/15/12  
**DRAWING NO.:** 01  
**PROJECT NO.:** 01  
**JOB NUMBER:** 01

**SITE PARKING**

**01 OVERALL SITE PARKING-SF- PLAN 2012**  
 1" = 10'-0"

ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.