

Cause No. DC-18-04667

CITY OF DALLAS, TEXAS,

§

IN THE DISTRICT COURT

Plaintiff

§

v.

§

§

DALLAS COUNTY, TEXAS

§

§

SNSA GROUP, LLC,  
Defendant.

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§

298<sup>th</sup> JUDICIAL DISTRICT

**AGREED FINAL JUDGMENT**

On this 10 day of May, 2018, came the City of Dallas ("City"), Plaintiff, for a hearing on the City's application for trial on the merits ("Trial"). This Agreed Final Judgment is submitted by the City, and Defendant, SNSA Group, LLC ("SNSA Group") (collectively hereafter "the parties"), for entry by the Court. Upon consideration of the pleadings and the agreement of the parties, the Court finds good cause to enter this Agreed Final Judgment ("Judgment").

The Court hereby finds the following:

The City of Dallas is a home-rule municipal corporation situated primarily in Dallas County, Texas, incorporated and operating under the laws of the State of Texas.

Defendant is a limited liability company that owns the property described as Block 6048, Tract 1, commonly referred to as 4300 Marvin D. Love Freeway, Dallas, Texas (the "Property").

Venue is proper and this Court has jurisdiction pursuant to Section 54.013 of the Texas Local Government Code.

On or about May 29<sup>th</sup>, 2017, through June 2<sup>nd</sup>, 2017, Defendant illegally cut and removed approximately 70 protected trees from the property.

Defendant never received approval of a tree removal application prior to removal of the trees in violation of Section 51A-10.132 of the Dallas City Code nor did Defendants ever obtain grading permit in violation of Section 52-210 of the Dallas City Code.

Each illegally removed protected tree constitutes a separate offense pursuant to Section 51A-10.132(a) of the Dallas City Code.

Defendants received actual notice of the provisions of Sections 51A-10.132 and 52-210 on June 7, 2017.

To date, Defendant has failed to mitigate for the loss of the 70 protected trees at the Property, in violation of section 51A-10.135 of the Code.

Trees, especially those defined as protected in section 51A-10.101(22) of the Code, promote and protect the health, safety, and welfare of the public.

In an urban setting like Dallas, trees serve a vitally important role to the health and safety of the City's residents. Among other things, and as stated in section 51A-10.102 of the Code, urban trees

aid in stabilizing the environment's ecological balance by contributing to the processes of air purification, oxygen regeneration, ground-water recharge, and storm water runoff retardation, while at the same time aiding in noise, glare, wind, and heat abatement...; provide a visual buffering between land uses of differing character to alleviate the harshness of urban life...enhance the beautification of the city...safeguard and enhance property values and...protect public and private investment...conserve energy...provide habitat for wildlife...[and] encourage the preservation of large trees which, once removed, can be replaced only after generations.

Defendant's violation of section 51A-10.132 and their failure to replace the 70 protected trees pursuant to section 51A-10.134, or to otherwise mitigate for the loss of the

70 protected trees pursuant to section 51A-10.135, constitute a substantial danger of injury or an adverse health impact to persons other than Defendant and to property other than that of Defendant's.

The foregoing ordinances are also zoning ordinances providing for the use of land.

**IT IS AGREED AND ORDERED** that Defendant shall pay to the City of Dallas \$98,656. This payment is in addition to any monies collected through any contempt proceedings that may be necessary to enforce this judgment. Notwithstanding any other language in this document, the City expressly is not compromising, settling, or releasing any unrelated claims for taxes, assessments, liens, penalties, fines, or the like, if any, that are or become due and owing.

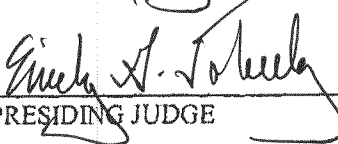
**IT IS FURTHER AGREED AND ORDERED** that post-judgment interest shall accrue on all amounts listed in the Judgment at a rate of 5% per annum from the date of judgment.

**IT IS FURTHER AGREED AND ORDERED** that this Judgment disposes of all parties and all issues, and accordingly is a final judgment.

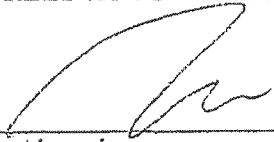
No bond is required to be posted by Plaintiff City of Dallas.

All writs and processes necessary for the enforcement and collection of the Judgment shall issue as necessary.

Signed this 16 day of May, 2018.

  
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PRESIDING JUDGE

AGREED AS TO FORM AND SUBSTANCE:



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Sam Almasri  
Attorney for Defendant  
SNSA Group, LLC.



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Katherine Bohnen, Assistant City Attorney  
Attorney for Plaintiff  
City of Dallas