

23107
LO-1

8209
1/8730
8207

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an LO-1 Limited Office District which was approved by the City Council on August 11, 1993 on Zoning Case No. Z923-222/9407-N on property on the south side of Summerside Drive between Preston Road and Campbell Road; and

WHEREAS, said deed restrictions have been approved as to form; Now, Therefore,

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

Section 1. That the deed restrictions set forth in the attached instrument be and are hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property zoned an LO-1 Limited Office District as described in Ordinance No. ~~23107~~

Section 2. That said deed restrictions shall be filed in the Deed Records of Dallas County, Texas and Collin County, Texas.

Section 3. That this resolution shall take effect from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED BY
CITY COUNCIL**

MAY 14 1997

Robert Brown
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *Fleeta Hernandez*
Assistant City Attorney

APPROVED *[Signature]*
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS)
)
COUNTIES OF DALLAS AND COLLIN) KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, State Farm Mutual Automobile Insurance Company, an Illinois corporation, ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land partly in the J.V. Mounts Survey, Abstract Nos. 634 and 942, and partly in the A.B. Danks Survey, Abstract Nos. 283 and 400, and being in City Blocks 1/8730, 8207 and 8209, City of Dallas ("City"), Dallas County and Collin County, Texas, and being that same tracts of land conveyed to State Farm Mutual Automobile Insurance Company by American Federal Bank, F.S.B. by deed dated July 15, 1992, and recorded in Volume 92138, Page 3856, in the Deed Records of Dallas County, Texas and by Resolution Trust Corporation as Receiver for Topeka Savings by deed dated May 12, 1992, and recorded in Volume 92055, Page 8086, in the Deed Records of Dallas County, Texas, and by John D. Murchison and Yale University by deed dated February 14, 1978, and recorded in Volume 78043, Page 2256, in the Deed Records of Dallas County, Texas and also recorded in Volume 1094, Page 12, in the Deed Records of Collin County, Texas, and by the City of Dallas by quitclaim deed dated March 23, 1993, and recorded in Volume 93060, Page 2544, in the Deed Records of Dallas County, Texas; and being more particularly described in the attached Exhibit A.

II.

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

1. A 15 foot wide landscaping zone will be established and maintained along Campbell and Preston Roads. The landscape zone must contain a 3 foot high sodded berm to screen parking, with a minimum of four trees, of 4 inch caliper, per 100 linear feet.
2. The building set-back along Campbell Road shall be a minimum of 50 feet.
3. No building higher than one story or 18 feet (excluding mechanical penthouses) may be constructed within 100 feet of the Campbell Road right-of-way line.
4. Except as provided in (3) above, the maximum height of any building on the Property may not exceed three stories or 50 feet (excluding mechanical penthouses and atriums).
5. There may be no more than two driveway openings on Campbell Road.

III.

These restrictions shall continue in full force and effect for a period of twenty (20) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless amended or terminated in the manner specified in this document.

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IV.

These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approves an amendment or termination of these restrictions, the Owner must then 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 before the amendment or termination becomes effective.

V.

These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the property is concerned.

VI.

The Owner agrees that these restrictions inure to the benefit of the City. The Owner hereby grants the City 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 these restrictions, 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 these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived, expressly or otherwise.

VII.

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 the provisions of this document.

VIII.

The provisions of this document are hereby declared covenants running with the land and are fully binding on all 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 document.

IX.

Unless stated otherwise in this document, the definitions and provisions of CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," as amended, apply and are incorporated into this document as if recited in this document.

X.

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

XI.

The Owner certifies and represents that there are no liens or mortgages, other than liens for ad valorem taxes, against the Property if there are no signatures of lien holders or mortgagors subscribed below.

XII.

The invalidation of any provision of 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 this the 25th day of April, 1997.

State Farm Mutual Automobile
Insurance Company

OWNER

Barbara J. Lay

Barbara J. Lay, Ass't. Secretary

By:

James E. Rutrough

Title: James E. Rutrough, Senior Vice President

CONSENT AND CONCURRENCE OF
LIEN HOLDER OR MORTGAGOR:

Property Lien holder

By:

Title:

APPROVED AS TO FORM:

SAM A. LINDSAY, City Attorney

By:

Heather Perreault

Assistant City Attorney

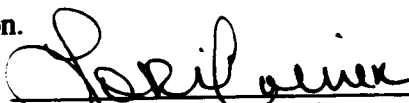
Corporation: For an officer of a corporation signing on behalf of the corporation. If any corporate officer other than the president or secretary signs, proof of authority to act for the corporation, such as bylaws or a resolution, must be attached.

STATE OF ILLINOIS

COUNTY OF McLEAN
(county name)

This instrument was acknowledged before me on April 25, 1997 by
James E. Rutrough and Senior Vice President and
/Barbara J. Lay, /Assist. Secretary, respectively, of
(name of officer) (title of officer)
State Farm Mutual
/Automobile Insurance Company, a n Illinois
(name of corporation) (state of incorporation)

corporation, on behalf of said corporation.


(Signature of notary and notary stamp)

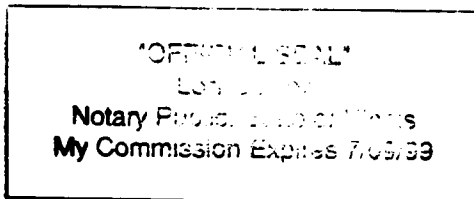


Exhibit A

PROPERTY DESCRIPTION

BEING all that certain lot, tract or parcel of land situated in the City of Dallas, Dallas and Collin County, Texas, and being out of the J. V. Mounts Survey, Abstract No. 634 and Abstract No. 942 and in the A. B. Danks Survey, Abstract No. 283 and Abstract No. 400 and being out of City of Dallas Blocks 1/8730, 8207 and 8209, and also being all of Lot 1 in Block 1/ 8730 of the State Farm Office Addition, an addition to the City of Dallas, Texas, as recorded in Cabinet "B" at Slide 385 of the Map Records of Collin County, Texas, and being all of that portion of McCallum Road from the East line of Campbell Road to the West line of Preston Road abandoned by City of Dallas Ordinance as recorded in Volume 93060 at Page 2545 of the Deed Records of Dallas County, Texas, and being part of the 3.973 acre tract of land conveyed to State Farm Mutual Automobile Insurance Company as recorded in Volume 92138 at Page 3856 of the Deed Records of Dallas County, Texas, and part of the 10.993 acre tract conveyed to State Farm Mutual Automobile Insurance Company as recorded in Volume 92055 at Page 8086 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1 in Block A of the State Farm Office Addition, said point being the intersection of the South right of way line of Summerside Drive (60 foot right of way) with the Northwesterly line of Preston Road (Variable width right of way);

THENCE South 22° 06' 40" West along the Northwesterly line of Preston Road for a distance of 1181.78 feet to a point for the Southeast corner of said Lot 1 in Block 1/8730 of the State Farm Office Addition, said point being in the North right of way line of the previously mentioned McCallum Road;

THENCE South 22° 09' 24" West and continuing along the Northwesterly line of Preston Road for a distance of 80.08 feet to a point for corner, said point being the Northeast corner of the aforementioned 10.993 acre tract;

THENCE South 22° 05' 59" West and continuing along the Northwesterly line of Preston Road for a distance of 5.32 feet to the beginning of a curve to the left having a central angle of 10° 30' 45" and a radius of 3880.66 feet whose center bears South 67° 54' 01" East and whose chord bears South 16° 50' 37" West at 711.01 feet;

THENCE Southwesterly along said curve to the left and following the Northwesterly right of way line of Preston Road for a distance of 712.01 feet to a point for corner, said point the Northeast corner of a 0.347 acre tract of land conveyed to 1701 Preston Limited Partnership by deed dated October 27, 1993 as recorded in the Deed Records of Dallas County, Texas, said point also being the beginning of a curve to the left having a central angle of 17° 08' 13" and a radius of 381.00 feet whose center bears South 11° 28' 28" West and whose chord bears North 87° 05' 39" West at 113.53 feet;

THENCE Northwesterly along said curve to the left and following the North line of said 0.347 acre tract for an arc distance of 113.96 feet to a point for corner;

THENCE South 84° 20' 15" West and following the North line of said 0.347 acre tract for a distance of 32.38 feet to the beginning of a curve to the right having a central angle of 27° 32' 42" and a radius of 225.00 feet whose center bears North 5° 39' 45" West and whose chord bears North 81° 53' 24" West at 107.13 feet;

THENCE Northwesterly along said curve to the right and following the North line of said 0.347 acre tract for an arc distance of 107.13 feet to a point for corner;

THENCE North 26° 04' 29" East and continuing along the line of the 0.347 acre tract for a distance of 44.32 feet to a point for corner;

THENCE North 66° 06' 13" West and continuing along the line of said 0.347 acre tract for a distance of 19.51 feet to a point for corner;

THENCE South 26° 04' 29" West and continuing along the line of said 0.347 acre tract for a distance of 47.70 feet to a point for corner;

THENCE South 67° 46' 43" East and continuing along the line of said 0.347 acre tract for a distance of 20.03 feet to a point for corner in the Northwest line of Lot 1 in Block 8207 of the Summit at Preston Trails, an addition to the City of Dallas, Texas, according to the plat thereof as recorded in Volume 84119 at Page 752 of the Map Records of Dallas County, Texas;

THENCE South 27° 42' 38" West along the Northwesterly line of said Lot 1 in Block 8207 of the Summit at Preston Trails for a distance of 128.93 feet to a point for corner; said point being the Southeast corner of said the aforementioned 3.973 acre tract and also being the Northeast corner of Lot 3 in Block 8207 of the Plantation Square, an addition to the City of Dallas, Texas, as recorded in Volume 85048 at Page 0741 of the Map Records of Dallas County, Texas;

THENCE North 62° 20' 15" West along the North line of said Lot 3 in Block 8207 of Plantation Square and the common line of said 3.973 acre tract for a distance of 62.16 feet to the beginning of a curve to the left having a central angle of 19° 28' 09" and a radius of 100.00 feet whose center bears North 27° 39' 45" East and whose chord bears North 52° 36' 10" West at 33.82 feet;

THENCE Northwesterly along said curve to the left and following the North line of said Lot 3 in Block 8207 of Plantation Square and the common line of said 3.973 acre tract for an arc distance of 33.98 feet to a point for corner;

THENCE North 42° 52' 06" West and continuing along the North line of said Lot 3 in Block 8207 of Plantation Square and common to the South line of said 3.973 acre tract for a distance of 99.69 feet to a point for corner, said point being the Northwest corner of said Lot 3;

THENCE South 62° 52' 14" West along the Westerly line of said Lot 3 and the common line of said 3.973 acre tract for a distance of 230.26 feet to a point for corner in the Easterly line of Campbell Road (variable width right of way), said point being the beginning of a curve to the right having a central angle of 20° 11' 08" and a radius of 635.00 feet whose center bears North 68° 19' 32" East and whose chord bears North 11° 34' 54" West at 222.56 feet;

THENCE Northwesterly along said curve to the right and following the Easterly line of Campbell Road for a distance of 222.56 feet to a point for corner;

THENCE North 1° 29' 20" West along the East line of Campbell Road a distance 869.22 feet to the beginning of a curve to the left having a central angle of 3° 42' 13" and a radius of 8739.88 feet whose center bears South 88° 30' 40" West and whose chord bears North 3° 20' 26" West at 564.85 feet;

THENCE Northerly along said curve to the left and following the East line of Campbell Road for an arc distance of 564.95 feet to a point for corner;

THENCE North 5° 11' 33" West along the East line of Campbell Road for a distance of 296.84 feet to the Northwest corner of the aforesaid Lot 1 in Block 8730 of the State Farm Office Addition, said point also being in the South line of Summerside Drive;

THENCE North 89° 01' 00" East along the South line of Summerside Drive for a distance of 1494.97 feet to the PLACE OF BEGINNING AND CONTAINING 45.9226 ACRES OF LAND, more or less.