

02-06-01

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COUNCIL CHAMBER

FILE
MAPS. 1, 2, 3, 4, 5

January 24, 2001

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CITY SECRETARY
DALLAS, TEXAS

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a CS Commercial Service District which was approved by the City Council on January 24, 2001 on Zoning Case No. Z990-256/11259-NC(EB) on Frank Jackson Drive north of McCallum Boulevard; 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 a CS Commercial Service District as described in Ordinance ~~24505~~.

Section 2. That these deed restrictions must be filed in the Deed Records of Dallas County, Texas.

Section 3. 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:
MADELEINE B. JOHNSON, City Attorney

By: 
Assistant City Attorney

APPROVED BY
CITY COUNCIL

JAN 24 2001


City Secretary

APPROVED _____
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

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 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 full 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," of the Dallas City 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 mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

XII.

The invalidation of any provision in this document 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 5th day of DECEMBER, 2000.

AHN QUACH, TRUSTEE

Owner

By: *Ahn Quach, Trustee*

Printed Name: Ahn Quach

Title: Trustee

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

By: *Christine Lammers*
Assistant City Attorney

ACKNOWLEDGMENT FORM

STATE OF Washington §
COUNTY OF Kitsap §

This instrument was acknowledged before me on the 5 day of December,
2000, by AHN QUACH.



Kristen Hibbs
Signature of Notary and Notary Stamp

PROPERTY DESCRIPTION**EXHIBIT A****LOTS 7, 8, 9**

BEING, Lots 7, 8, 9 in Block 8/8726 of the Town of Renner an addition to Renner (now to the City of Dallas, Texas) according to the plat recorded in Volume 36 at page 351 of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at the intersection of the Northwest line of Newt Drive (a dedicated 60 foot R.O.W.) with the Southwest line of Frank Jackson Drive (a 60 foot R.O.W.) said point also being the most Easterly corner of said Lot 7, an iron stake for corner;

THENCE, South 59 deg. 37 min. West, with the said Northwest line of Newt Drive, same being the Southeast line of Lots 7, 8 and 9 a distance of 150.0 feet, an iron stake for corner;

THENCE, North 30 deg. 00 min. West, with the common line of Lots 9 and 10, a distance of 140.0 feet to the most Westerly corner of said Lot 9, an iron stake for corner;

THENCE, North 59 deg. 37 min. East, with the Northwest line of said Lots 9, 8 and 7, same being the Southeast line of a 20 foot alley (not open on ground) a distance of 150.0 feet to the most Northerly corner of said Lot 7 and being in the Southwest line of Frank Jackson Drive, an iron stake for corner;

THENCE, South 30 deg. 00 min. East, with the Southwest line of Frank Jackson Drive, same being the Northeast line of Lot 7, a distance of 140.0 feet to the Place of Beginning and containing 21,000 square feet of land.

LOT 10

BEING, Lot 10 in Block 8/8726 of the Town of Renner, an addition to Renner (now to the City of Dallas, Texas) according to the plat recorded in Volume 36 at Page 351 of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a point in the Northwest line of Newt Drive (a dedicated 60 foot R.O.W.) said point being South 59 deg. 37 min. West, a distance of 150.0 feet from the intersection of the said Northwest line of Newt Drive, with the Southwest line of Frank Jackson Drive (a 60 foot R.O.W.) said point also being the most Easterly corner of said Lot 10, an iron stake for corner;

THENCE, South 59 deg. 37 min. West, with the said Northwest line of Newt Drive, same being the Southeast line of Lot 10, a distance of 50.0 feet, an iron stake for corner;

THENCE, North 30 deg. 00 min. West, with the common line of Lots 10 and 11, a distance of 140.0 feet to the most Westerly corner of said Lot 10, an iron stake for corner;

THENCE, North 59 deg. 37 min. East, with the Northwest line of said Lot 10, same being the Southeast line of a 20 foot alley (not open on ground) a distance of 50.0 feet to the most Northerly corner of said Lot 10;

THENCE, South 30 deg. 00 min. East, with the common line of Lots 9 and 10, a distance of 140.0 feet to the Place of Beginning and containing 7,000 square feet of land.