

WHEREAS, the avigation release in the attached instrument has been volunteered in conjunction with a request for an MF-1 Multiple Family zoning district which was approved by the City Council on November 24, 1982, on Zoning Case #Z812-350/5912-N on property between Trinity Mills Road and Frankford Road, west of Midway Road; and,

WHEREAS, said instrument has been approved as to form and content.

Now, Therefore,

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

Section 1. That the avigation release as set forth in the attached instrument be and is hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property zoned an MF-1 Multiple Family District as described in Ordinance **17958**.

Section 2. That said instrument shall be filed with the County Clerk and recorded in the Deed Records of the Counties in which the property is located.

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 as to form:
ANNAESLIE MURPHY, City Attorney

By Mark E. Foy
Assistant City Attorney

cc: Planning and Development - 2
Building Inspection - 2

APPROVED BY
CITY COUNCIL

AUG 31 1983

Robert J. Starn
City Secretary

APPROVED [Signature] APPROVED _____ APPROVED _____
HEAD OF DEPARTMENT CITY CONTROLLER CITY MANAGER

DEED RECORD

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF DALLAS
COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS:

PAID

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WHEREAS, FOLSOM INVESTMENTS, INC., hereinafter called "Owner" (whether one or more), is the owner of that certain parcel of land situated in the City of Dallas, Counties of Dallas and Denton, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

NOW, THEREFORE, in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby fully acknowledged and confessed, Owner does hereby waive, release, remise, quitclaim, and forever hold harmless the City of Dallas, Texas, hereinafter called "Dallas," the Town of Addison, Texas, hereinafter called "Addison," and Addison Airport, hereinafter called "Airport" which is owned by Addison, from any and all claims for damage of any kind that Owner may now have or may hereinafter have in the future against Dallas, Addison and/or Airport, their agents or employees, by reason of the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the air space above Owner's property, as hereinbefore described, and above the surface of Owner's property such noises, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on the Airport; and Owner does hereby fully waive, remise and release any right or cause of action which it may now have or which it may in the future have against Dallas, Addison and/or Airport, their agents or employees, whether such claim be for injury to person or damage to property, due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation of aircraft landing, or taking off from, or operating at or on the Airport; and Owner does hereby fully waive, remise and release any right or cause of action

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which it may now have or which it may in the future have against Dallas, Addison and/or Airport, their agents or employees, whether such claim be for injury to person or damage to property, due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or the operation and/or maintenance of aircraft or aircraft engines at or on said Airport.

It is agreed that this release shall be binding upon the Owner, and its assigns, with regard to said property as described in Exhibit "A" attached hereto, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of both Denton County and Dallas County, Texas.

EXECUTED on this 30th day of August, 1983, in Dallas, Dallas County, Texas.

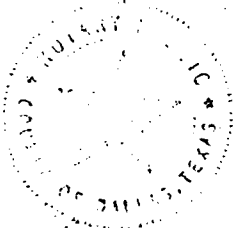
FOLSOM INVESTMENTS, INC.

By: Denny Holman
Denny Holman, Executive Vice President

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary in and for the State of Texas, on this day personally appeared DENNY HOLMAN, Executive Vice President of Folsom Investments, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation and for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of August, 1983.



Judith A. Oppenorth
Notary Public in and for the
State of Texas

Judith A. Oppenorth
(Print Name of Notary Public Here)

My Commission Expires:
July 29, 1987

Approved as to form:
ANALESIE MUNCY, City Attorney

By Mark J. Muncy
Assistant City Attorney

AVIGATION RELEASE - Page 2 of 2

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Being a tract of land situated in the City of Dallas in the Hiram Miller Survey, Abstract No. 847, the John Smith Survey, Abstract No. 1224, the William Kingwell Survey, Abstract No. 1718, and the Eli Shepherd Survey, Abstract No. 1721 in Denton County, Texas, and the Eli Shephard Survey, Abstract No. 1363 in Dallas County, Texas and being more particularly described as follows:

COMMENCING at the Northwest corner of the Hiram Miller Survey, Abstract No. 847; THENCE N 89° 47' 15" E, 1846.74 ft.; THENCE N 89° 39' 05" E, 147.43 ft. to the Point Of Beginning of this tract;

THENCE N 89° 39' 05" E, 526.73 ft.;

THENCE S 0° 25' 49" E, 951.48 ft.;

THENCE N 89° 34' 11" E, 287.82 ft.;

THENCE S 0° 06' 28" W, 2561.46 ft.;

THENCE in a Westerly direction along the North R.O.W. line of Trinity Mills Road, with a curve to the left, said curve having a chord bearing of S 85° 02' 01" W, a central angle of 7° 55' 10" and a radius of 2914.79 ft., a distance of 402.89 ft.;

THENCE S 81° 04' 26" W, 8.80 ft.;

THENCE in a Westerly direction with a curve to the right, said curve having a central angle of 8° 35' and a radius of 2241.83 ft., a distance of 335.84 ft.;

THENCE S 89° 39' 26" W, 433.81 ft.;

THENCE N 0° 0' 30" W, along the West line of the 100 ft. wide Texas Power & Light Co. R.O.W. easement, as recorded in Volume 527, Page 59 of the deed records of Denton County, Texas, 2374.78 ft.;

THENCE N 23° 23' E, 886.50 ft.;

THENCE N 1° 26' E, 385.11 ft. to the Point Of Beginning and containing 83.546 acres of land, of which 8.371 acres of land lies within the said Texas Power and Light Co. R.O.W. easement, and 0.492 acres of land lies within the future Frankford Road R.O.W., leaving a net of 74.683 acres of land.

Approved as to form:
ANALESIE MUNCY, City Attorney

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By Mark G. [Signature]
Assistant City Attorney

EXHIBIT "A"

