

**WHEREAS**, deed restrictions were volunteered in conjunction with the granting of a change of zoning on property generally located at the northwest corner of Frankford Road and Midway Road in Zoning case No. Z912-127/8401-N; and

**WHEREAS**, on May 13, 1992, the City Council accepted the deed restriction instrument by Resolution No. 92-2128; and

**WHEREAS**, application has been made to terminate the deed restrictions because the requirements of the deed restrictions have been fulfilled; and

**WHEREAS**, the instrument terminating the deed restrictions has been approved as to form; Now, Therefore,

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

**Section 1.** That the attached instrument terminating the existing deed restrictions is accepted by the City Council.

**Section 2.** That the attached termination instrument shall be filed in the Deed Records of Denton 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 AS TO FORM:

MADELEINE B. JOHNSON, City Attorney

By   
Assistant City Attorney

APPROVED BY  
CITY COUNCIL

APR 26 2000

  
City Secretary

APPROVED  HEAD OF DEPARTMENT  
APPROVED \_\_\_\_\_ DIRECTOR OF FINANCE  
APPROVED \_\_\_\_\_ CITY MANAGER



## VII.

Unless stated otherwise in this instrument, 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 instrument as if recited in this instrument.

## VIII.


The Owners certify and represent that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures or mortgagees or lienholders subscribed below.

## IX.

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 the City of Dallas, Dallas County, this the 10 day of April,  
~~199~~\_\_\_\_\_  
 2000

**COOL BEAR PARTNERS, LTD.**

  
 By: Edward J. Henry, III, President,  
 Bad Bear Properties, Inc., General Partner

**CONSENT AND CONCURRENCE OF  
 LIENHOLDER OR MORTGAGEE:**

**COMPASS BANK**

\_\_\_\_\_  
 By: Bruce Thomson, Vice President

**WLGRNS DALLAS PARTNERS, L.L.C.**

\_\_\_\_\_  
 By: W.H. Attebury, Vice President

**CONSENT AND CONCURRENCE OF  
 LIENHOLDER OR MORTGAGEE:**

**CONESCO MORTGAGE CAPITAL, INC.**

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

## VII.

Unless stated otherwise in this instrument, 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 instrument as if recited in this instrument.

## VIII.

The Owners certify and represent that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures or mortgagees or lienholders subscribed below.

## IX.

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 the City of Dallas, \_\_\_\_ County, this the \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

**COOL BEAR PARTNERS, LTD.**

\_\_\_\_\_  
By: Edward J. Henry, III, President,  
Bad Bear Properties, Inc., General Partner

**CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE:****COMPASS BANK**

  
\_\_\_\_\_  
By: Bruce Thomson, Vice President

**WLGRNS DALLAS PARTNERS, L.L.C.**

\_\_\_\_\_  
By: W.H. Attebury, Vice President

**CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE:****CONESCO MORTGAGE CAPITAL, INC.**

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

## VII.

Unless stated otherwise in this instrument, 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 instrument as if recited in this instrument.

## VIII.

The Owners certify and represent that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures or mortgagees or lienholders subscribed below.

## IX.

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 the City of Dallas, \_\_\_\_ County, this the \_\_\_\_ day of \_\_\_\_\_, 199 \_\_\_\_.

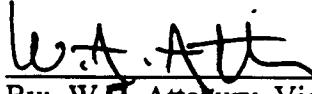
**COOL BEAR PARTNERS, LTD.**

By: Edward J. Henry, III, President,  
Bad Bear Properties, Inc., General Partner

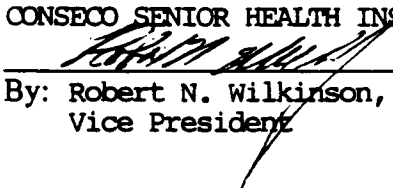
**CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE:****COMPASS BANK**

By: Bruce Thomson, Vice President

**WLGRNS DALLAS PARTNERS, L.L.C.**

  
By: W.A. Attebury, Vice President

**CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE:****~~CONSECO SENIOR HEALTH INSURANCE COMPANY~~  
CONSECO SENIOR HEALTH INSURANCE COMPANY**

  
By: Robert N. Wilkinson, Jr.  
Vice President

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

By: *John Rodgers*  
Assistant City Attorney

State of Texas  
County of Dallas

This instrument was acknowledged before me on April 6, 2000, ~~1999~~, by Edward J. Henry, III, as President of Bad Bear Properties, Inc., a Texas corporation, on behalf of said corporation, and the corporation executed this instrument as General Partner of Cool Bear Partners, Ltd.



*Michelle St. Clair*  
Michelle St. Clair, Notary Public  
State of Texas

State of Texas  
County of Dallas

This instrument was acknowledged before me on \_\_\_\_\_, 1999, by Bruce Thomson as Vice President of Compass Bank.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Texas

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by William H. Attebury, Vice President of WLGRNS Dallas Partners, L.L.C., a Texas limited liability company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Texas

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

By: *John Rogers*  
Assistant City Attorney

State of Texas  
County of Dallas

This instrument was acknowledged before me on \_\_\_\_\_, 2000, by Edward J. Henry, III, as President of Bad Bear Properties, Inc., a Texas corporation, on behalf of said corporation, and the corporation executed this instrument as General Partner of Cool Bear Partners, Ltd.

\_\_\_\_\_  
Michelle St. Clair, Notary Public  
State of Texas

State of Texas  
County of Dallas

This instrument was acknowledged before me on March 23, 2000, by Bruce Thomson as Vice President of Compass Bank.



*Michelle St. Clair*  
Michelle D. St. Clair, Notary Public  
State of Texas

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_, by William H. Attebury, Vice President of WLGRNS Dallas Partners, L.L.C., a Texas limited liability company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Texas

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

By: *John Rogers*  
Assistant City Attorney

State of Texas  
County of Dallas

This instrument was acknowledged before me on \_\_\_\_\_, 1999, by Edward J. Henry, III, as President of Bad Bear Properties, Inc., a Texas corporation, on behalf of said corporation, and the corporation executed this instrument as General Partner of Cool Bear Partners, Ltd.

\_\_\_\_\_  
Michelle St. Clair, Notary Public  
State of Texas

State of Texas  
County of Dallas

This instrument was acknowledged before me on \_\_\_\_\_, 1999, by Bruce Thomson as Vice President of Compass Bank.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Texas

State of Texas  
County of Randall

This instrument was acknowledged before me on 3-19, 2000, by William A. Attebury, Vice President of WLGRNS Dallas Partners, L.L.C., a Texas limited liability company.

*Loiblann Turner*  
\_\_\_\_\_  
LOIBLANN TURNER, Notary Public  
NOTARY PUBLIC,  
STATE OF TEXAS  
My Commission Expires 03-31-2002



## EXHIBIT "A"

GP Number: T-367019-C

BEING a tract or parcel of land in the William Larkin Survey Abstract No. 788, and the John Smith Survey Abstract No. 1224, Denton County, Texas, and being in the City of Dallas, Block No. 8742, and being more particularly described as follows:

BEGINNING at a 1/2" iron pin found for corner in the West right-of-way line of Midway Road (100' R.O.W.), said corner also being the Southeast corner of Lot 1, Block 7/8742 of the Villas of Midway, an addition to the City of Dallas as filed in Cabinet K, Page 182-184 of the Plat Records of Denton County, Texas;

THENCE, South 00 degrees 07 minutes 17 seconds West, along said West right-of-way line of Midway Road, a distance of 337.31 feet to a 1/2" iron pin found for corner, at the beginning of a curve to the right, said curve having a central angle of 12 degrees 06 minutes 05 seconds, a radius of 291.00 feet and a chord bearing South 06 degrees 10 minutes 19 seconds West, a distance of 61.35 feet;

THENCE, along said curve to the right and said West right-of-way line of Midway Road, an arc distance of 61.46 feet to a 1/2" iron pin found for corner, at the beginning of a curve to the left, said curve having a central angle of 12 degrees 06 minutes 05 seconds, a radius of 159.00 feet and a chord bearing South 06 degrees 10 minutes 19 seconds West, a distance of 33.52 feet;

THENCE, along said curve to the left and said West right-of-way line of Midway Road, an arc distance of 33.58 feet to a 1/2" iron pin found for corner;

THENCE, South 00 degrees 07 minutes 17 seconds West, along said West right-of-way line of Midway Road, a distance of 150.00 feet to a 1/2" iron pin found for corner, at the beginning of a curve to the right, said curve having a central angle of 71 degrees 50 minutes 08 seconds, a radius of 44.51 feet and a chord bearing South 16 degrees 02 minutes 21 seconds West, a distance of 52.29 feet;

THENCE, along said curve to the right, an arc distance of 55.83 feet, to a 1/2" iron pin found for corner in the North right-of-way line of Frankford Road (100' R.O.W.);

THENCE, South 71 degrees 57 minutes 25 seconds West, along said North right-of-way line of Frankford Road, a distance of 46.73 feet to a 1/2" iron pin found for corner, at the beginning of a curve to the right, said curve having a central angle of 95 degrees 19 minutes 48 seconds, a radius of 1372.40 feet and a chord bearing South 74 degrees 17 minutes 19 seconds West, a distance of 127.62 feet;

THENCE, along said curve to the right and said North right-of-way line of Frankford Road, an arc distance of 127.67 feet to a 1/2" iron pin found for corner;

THENCE, South 77 degrees 17 minutes 13 seconds West, along said North right-of-way line of Frankford Road, a distance of 91.14 feet to a 1/2" iron

95250 07207

Page 9 of 13

FROM HEREIN &amp; HEREON

## EXHIBIT "A" CONTINUED

OF Number: T-367019-C

pin found for corner, at the beginning of a curve to the right, said curve having a central angle of 12 degrees 31 minutes 21 seconds, a radius of 962.04 feet and a chord bearing South 83 degrees 32 minutes 54 seconds West, a distance of 209.84 feet;

THENCE, along said curve to the right and said North right-of-way line of Frankford Road, an arc distance of 210.26 feet to a 1/2" iron pin found for corner;

THENCE, South 89 degrees 48 minutes 34 seconds West, along said North right-of-way line of Frankford Road, a distance of 317.89 feet, to a 1/2" iron pin found for corner;

THENCE, North 45 degrees 11 minutes 26 seconds West, a distance of 14.14 feet, to a 1/2" iron pin set for corner in the East right-of-way line of Vail Street (right-of-way varies);

THENCE, North 00 degrees 11 minutes 26 seconds West, along said East right-of-way line of Vail Street, a distance of 14.40 feet to a 1/2" iron pin found for corner at the beginning of a curve to the left, said curve having a central angle of 17 degrees 50 minutes 14 seconds, a radius of 828.97 feet, and a chord bearing North 09 degrees 06 minutes 33 seconds West, a distance of 257.03 feet;

THENCE, along said curve to the left and said East right-of-way line of Vail Street, an arc distance of 258.07 feet to a 1/2" iron pin found for corner in the Southeasterly line of Block 7/8742 of said Villa on Midway, and at the beginning of a nontangent curve to the left, said curve having a central angle of 51 degrees 40 minutes 51 seconds, a radius of 481.68 feet and a chord bearing North 25 degrees 49 minutes 28 seconds East, a distance of 431.64 feet;

THENCE, along said curve to the left and said Southeasterly line of Villa on Midway, an arc distance of 436.28 feet to a 1/2" iron pin found for corner;

THENCE, North 00 degrees 00 minutes 57 seconds West, along said East line of Villa on Midway, a distance of 19.00 feet to a 1/2" iron pin found for corner at the beginning of a curve to the right, said curve having a central angle of 90 degrees 00 minutes 00 seconds, and a radius of 40.00 feet, and a chord bearing North 44 degrees 59 minutes 03 seconds East, a distance of 36.56 feet;

THENCE, along said curve to the right and the common line of Villa on Midway, an arc distance of 62.83 feet to a 1/2" iron pin found for corner;

THENCE, North 89 degrees 59 minutes 03 seconds East, along the South line of Villa on Midway, a distance of 849.98 feet to the Point of Beginning and containing 18.366 acres of land more or less, (678,060 square feet).

EXHIBIT B  
Exhibit B

VOL 3251 PG 790

DEED RESTRICTIONS  
REAL PROPERTY RECORDS

922128

THE STATE OF TEXAS }  
COUNTY OF DENTON }

KNOW ALL PERSONS BY THESE PRESENTS:

32571

I.

The undersigned, AMWEST SAVINGS ASSOCIATION, A Texas Savings Association, ("the Owner") is the owner of the following described property ("the Property"), being in particular a tract of land out of the W. Larson Survey, Abstract No. 755 and the J. Smith Survey, Abstract No. 1224, City Block 8742 and 8748, City of Dallas ("City"), Denton County, Texas, and being that same tract of land conveyed to the Owner by 4-G Partners, by deed dated November 19, 1990, and recorded in Volume 2180, Page 761, in the Deed Records of Denton County, Texas, and being more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes.

II.

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

1. The Owner of the Property shall not apply for final plat approval for any portion of the Property prior to City Council approval of a Benefit Assessment Ordinance or until the Owner and the City enter into a Private Development Agreement for improvements associated with Midway Road adjacent to the Property.
2. AmWest will acquire and dedicate the necessary right-of-way and easements for the construction of Midway Road southbound lanes adjacent to the Property, which construction is necessitated by and attributable to the new development. AmWest's cost for the above referenced right-of-way and easement acquisition, for property owned by others, shall not exceed ten thousand (\$10,000.00) dollars. AmWest will pay for the completion of the engineering plans for this construction and prepare engineering plans suitable for advertisement by the City of Dallas. AmWest recognizes that a paving assessment for Midway Road, to cover AmWest's share will be made against the residential property on a pro-rata basis for each lot within the residential property to cover the cost of the 18.5 foot paving width, six (6) inches in thickness, and against the retail property for the 34 foot paving width, including excavation, subgrade preparation, and storm drainage construction.

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.

3912-127/8401-N

6-15-92 3251-790

6/15/92

## 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.

DEED RESTRICTIONS - PAGE 2

3251 PG792

922128

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 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 at the City of Dallas, DALLAS County, Texas, on this the 2<sup>nd</sup> day of June, 1992.

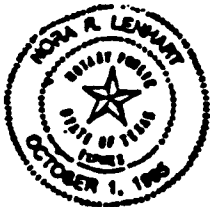
[Signature]  
Owner VICE-PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on June 2, 1992 by Kenneth P. Mitchell of Amwest Savings Assoc a TEXAS corporation, on behalf of said corporation.



(Signature of officer) [Signature]  
(Title of officer) Notary Public  
My commission expires: 10.1.95

Approved as to form:  
SAL WICSAV, City Attorney  
By [Signature]  
Assistant City Attorney

0042M  
Revised 7/1/91  
DEED RESTRICTIONS - PAGE 3