

February 10, 1999

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a CR Community Retail District which was approved by the City Council on February 10, 1999, on Zoning Case No. Z978-325/10665-NC(ML) on property at the northwest corner of Frankford Road and Marsh Lane; 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 CR Community Retail District as described in Ordinance 23789.

Section 2. That said deed restrictions 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:
ANGELA K. WASHINGTON, Interim City Attorney

By *Alexis Fernandez*
Assistant City Attorney

APPROVED BY
CITY COUNCIL

FEB 10 1999

Shirley Fey
City Secretary

Rhonda
APPROVED HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS §
 COUNTY OF DENTON § **KNOW ALL PERSONS BY THESE PRESENTS**

I.

The undersigned, LAND SOUTHWEST, INC., a Texas corporation ("Owner"), is the owner of that certain real property (the "Property") located in the City of Dallas ("City"), Denton County, Texas, being in particular those tracts of land out of (i) the William Luttrell Survey, Abstract No. 766, (ii) the William Miller Survey, Abstract No. 883, and (iii) John Smith Survey, Abstract No. 1225, and being the same property conveyed to the Owner by United SSC Corporation, a Texas corporation, by Special Warranty Deed recorded December 9, 1996, as Instrument No. 96-R0086539, in the Deed Records of Denton County, Texas, more particularly described in EXHIBIT A, attached hereto and by this reference made a part hereof.

II.

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

No portion of the Property shall be used for any of the following uses:

- A. building repair and maintenance shop,
- B. adult day care facility,
- C. cemetery or mausoleum,
- D. college, university, or seminary,
- E. lodging or boarding house,
- F. overnight general purpose shelter,
- G. ambulance service,
- H. animal shelter or clinic; however, an animal clinic that is an incidental part of the operation of a pet store, that does not provide boarding or overnight shelter for animals, shall be permitted,

- I. car wash, except in conjunction with a motor vehicle fueling station,
- J. outdoor carnival or amusement park,
- K. mortuary or funeral home or commercial wedding chapel,
- N. commercial radio or television transmitting station,
- O. electrical substation,
- P. radio, television or microwave tower,
- Q. recycling collection center,
- R. pawn shop,
- S. accessory helistop, and
- T. accessory medical/infectious waste incinerator.

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.

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 mean, 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," 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.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED this the 13 day of October, 1998.

OWNER:

LAND SOUTHWEST,
a Texas corporation

By: 

Print Name: SUNNY TONG

Title: VICE PRESIDENT

CONSENT AND CONCURRENCE OF LIENHOLDER

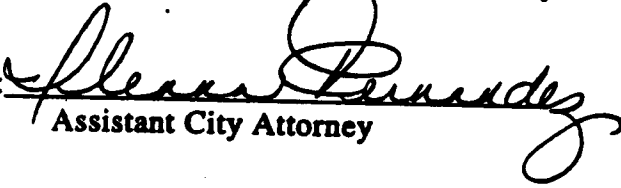
Property Lienholder or Mortgagee

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:
ANGELA K. WASHINGTON, Interim City Attorney

By: 
Assistant City Attorney

ALL-PURPOSE ACKNOWLEDGMENT

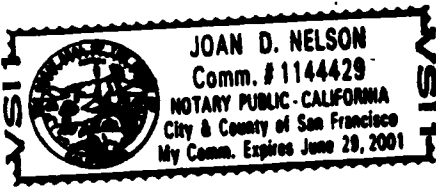
State of California

County of San Francisco } SS.

On October 13, 1998 before me, Joan D. Nelson

personally appeared Sunny H. Tong

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Joan D. Nelson
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL) DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

Vice President, Land Services DEED Restrictions
TITLE(S) TITLE OR TYPE OF DOCUMENT

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

5
NUMBER OF PAGES

10-13-98
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Land Services, Inc.

OTHER

EXHIBIT "A"

9.670 Acres

Being all that certain lot, tract or parcel of land situated in the William Luttrell Survey, Abstract Number 766, the John Smith Survey, Abstract Number 1225, and the William Miller Survey, Abstract Number 883, City of Dallas, Denton County, Texas being part of a certain tract of land described in a deed to Serious Service Corporation recorded in Volume 2554, Page 721 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 3/8" rebar found at the northeast corner of said Serious Service tract, said point being on the south line of a certain tract of land described in a deed to William Nelson recorded in Volume 3334, Page 922 of the Real Property Records of Denton County, Texas and being on the west right-of-way line of Marsh Lane, a public roadway (Variable R.O.W. according to a Right-of-way Deed to the City of Dallas recorded in Volume 3075, Page 921 of the Real Property Records of Denton County, Texas) said point being in a curve to the right;

THENCE along the west right-of-way of Marsh lane the following:

Southeasterly, with the arc of said curve having a radius of 905.00 feet, a central angle of $14^{\circ}56'38''$, whose chord bears $S 07^{\circ}33'33'' E$, 235.37 feet, an arc length of 236.04 feet to a 3/8" rebar found at the point of tangency;

$S 00^{\circ}05'14'' E$, 115.49 feet to a 3/8" rebar found at the point of curvature of a curve to the right;

Southwesterly, with the arc of said curve having a radius of 912.50 feet, a central angle of $03^{\circ}19'37''$, whose chord bears $S 01^{\circ}34'24'' W$, 52.98 feet, an arc length of 52.99 feet to a 1/2" rebar found,

$N 89^{\circ}53'57'' W$, 27.44 feet to a 1/2" rebar found;

$S 00^{\circ}02'51'' W$, 40.00 feet to a 1/2" rebar found;

$S 89^{\circ}53'00'' E$, 25.00 feet to a 1/2" rebar at the point of curvature of a curve to the left;

Southwesterly, with the arc of said curve having a radius of 997.50 feet, a central angle of $02^{\circ}35'44''$, whose chord bears $S 01^{\circ}24'35'' W$, 45.18 feet, an arc length of 45.19 feet to a 3/8" rebar found;

$S 00^{\circ}05'31'' E$, 50.03 feet to a 3/8" rebar found at the point of curvature of a curve to the right;

Southwesterly, with the arc of said curve having a radius of 290.53 feet, a central angle of $12^{\circ}06'38''$, whose chord bears $S\ 05^{\circ}54'55''\ W$, 61.30 feet, an arc length of 61.41 feet to a $3/8''$ rebar found at a point of reverse curvature;

Southwesterly, with the arc of said curve having a radius of 159.50 feet, a central angle of $12^{\circ}03'55''$, whose chord bears $S\ 06^{\circ}01'08''\ W$, 33.53 feet, an arc length of 33.53 feet to a $3/8''$ rebar found at the point of tangency;

$S\ 00^{\circ}17'11''\ E$, 150.10 feet to a rebar with "Dallas" cap found at the point of curvature of a curve to the right, said point being at the intersection of the west right-of-way line of Marsh Lane and the north right-of-way line of proposed Frankford Road according to a Street Easement granted to the City of Dallas and recorded in Clerk's File Number 96-R00042160 of the Real Property Records of Denton County, Texas;

THENCE, departing the west line of Marsh Lane and with the north right-of-way line of proposed Frankford Road, the following:

Southwesterly, with the arc of said curve having a radius of 62.00 feet, a central angle of $90^{\circ}13'34''$, whose chord bears $S\ 45^{\circ}09'28''\ W$, 87.85 feet, an arc length of 97.63 feet to a $1/2''$ rebar found at the point of tangency;

$S\ 89^{\circ}58'48''\ W$, 150.00 feet to a $1/2''$ rebar found at the point of curvature of a curve to the left;

Southwesterly, with the arc of said curve having a radius of 997.50 feet, a central angle of $04^{\circ}08'20''$, whose chord bears $S\ 87^{\circ}51'56''\ W$, 72.04 feet, an arc length of 72.06 feet to a $5/8''$ rebar found at the point of tangency;

$S\ 85^{\circ}53'10''\ W$, 69.38 feet to a $1/2''$ rebar found at the point of curvature of a curve to the right;

Southwesterly, with the arc of said curve having a radius of 912.50 feet, a central angle of $04^{\circ}08'50''$, whose chord bears $S\ 87^{\circ}57'47''\ W$, 66.03 feet, an arc length of 66.05 feet to a capped rebar found at the point of tangency;

$S\ 89^{\circ}53'05''\ W$, 201.48 feet to a capped rebar found at the intersection of the north right-of-way line of proposed Frankford Road and the east right-of-way line proposed State Highway 190 according a Right-of-Way deed to the State of Texas recorded in Clerk's File Number 36-R0003120 of the Real Property Records of Denton County, Texas;

THENCE, along the east right-of-way line of proposed State Highway 190 the following:

$N\ 17^{\circ}48'50''\ W$, 113.38 feet to a capped rebar found at an angle point;

$N\ 30^{\circ}07'49''\ E$, 270.28 feet to a capped rebar found at an angle point;

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N 15°00'35" E, 185.77 feet to a capped rebar found at an angle point;

N 29°17'34" E, 384.72 feet to a capped rebar found on the north line of said
Serious Service tract and the south line of said Nelson tract;

THENCE S 89°23'15" E, 266.54 feet to the POINT OF BEGINNING and containing
approximately 9.670 acres of land.