

COUNCIL CHAMBER

December 8, 2004

**WHEREAS**, the deed restrictions in the attached instrument have been volunteered in connection with property located at City Block B/8707 located at the northeast corner of the Dallas North Tollway and Bent Tree Forest Drive, which is the subject of Zoning Case No. Z034-278/10830(MM); and

**WHEREAS**, the City Council desires to accept the deed restrictions in the attached instrument; Now, Therefore,

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

**Section 1** That the deed restrictions 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 that is the subject of Zoning Case No. Z034-278/10830(MM).

**Section 2** That the deed restrictions in the attached instrument shall 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 Charter of the City of Dallas, Texas, and it is accordingly so resolved.

APPROVED AS TO FORM:

MADELEINE B. JOHNSON, City Attorney

By Casyn Burgess  
Assistant City Attorney

**APPROVED BY  
CITY COUNCIL**

DEC 08 2004

Shirley Geig  
City Secretary

APPROVED Deid Cor  
HEAD OF DEPARTMENT

APPROVED \_\_\_\_\_  
DIRECTOR OF FINANCE

APPROVED \_\_\_\_\_  
CITY MANAGER



## 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 Tower III Site 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 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.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this the 7<sup>th</sup> day of December, 2004.

Owner:

CARR DEVELOPMENT &  
CONSTRUCTION, L.P.,  
a Delaware limited partnership

By: CDC Texas Holdings, LLC,  
a Delaware limited liability company,  
its general partner

By: CARC Properties, LLC,  
a Delaware limited liability company,  
its sole member

By: CarrAmerica Realty Operating Partnership, L.P.,  
a Delaware limited partnership,  
its sole member

By: CarrAmerica Realty Corporation,  
a Maryland corporation,  
its general partner

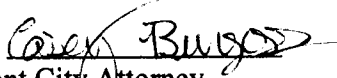
By: William H. Vanderstraten  
Printed Name: William H. Vanderstraten  
Title: Managing Director

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:   
Assistant City Attorney

[ACKNOWLEDGMENTS TO FOLLOW]

State of Texas

County of Dallas

This instrument was acknowledged before me on December 7, 2004, by William H. Vandestraaten the MANAGING Director of CarrAmerica Realty Corporation, a Maryland corporation, general partner, on behalf of CarrAmerica Realty Operating Partnership, L.P., a Delaware limited partnership, sole member, on behalf of CARC Properties, LLC, a Delaware limited liability company, sole member, on behalf of CDC Texas Holdings, LLC, a Delaware limited liability company, general partner, on behalf of Carr Development & Construction, L.P., a Delaware limited partnership.

(Notary's stamp here)

Jeanette Kay Drew (Notary's signature)  
Notary Public in and for  
the State of Texas

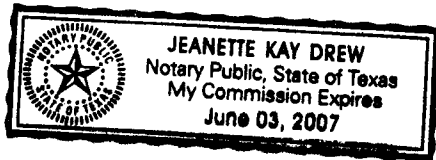


EXHIBIT ADESCRIPTION OF THE PROPERTY

WHEREAS CARR DEVELOPMENT & CONSTRUCTION, L.P., is the sole owner of individual tracts totaling 10.016 acres in the Robert Wilburn Survey, Abstract 1580, being part of Block 8707 in the city of Dallas, Dallas County, Texas, and being part of a 15.247 acre tract of land as conveyed by deed of FM Properties Operating Company, and recorded in Volume 92115, Page 4038 of the Deed Records of Dallas County, Texas (DRDCT), and being all of the 3.761 acre tract conveyed to Carr Development & Construction, L.P. by Special Warranty Deed recorded in Volume 97207, Page 00577, DRDCT, and being all of the 2.123 acre tract conveyed to Carr Development & Construction, L.P. by Special Warranty Deed recorded in Volume 97120, Page 02864, DRDCT, and being all of the 4.132 acre tract conveyed to Carr Development & Construction, L.P. by Special Warranty Deed recorded in Volume 97121, Page 00223, DRDCT, and being more particularly described as follows:

BEGINNING at a ½-inch iron rod found at the southwest corner of Lot 2, Block B/8707, Bradford Homesuites Addition, filed for record in Volume 96130, Page 6338, DRDCT, said corner also being the northwest corner of the said 3.761 acre tract, said corner also lying on the east line of the Dallas North Tollway (a variable width right-of-way);

THENCE North 89 degrees 06 minutes 30 seconds East, departing said east line of the Dallas North Tollway and along the common line of said Lot 2, Block B/8707 and said 3.761 acre tract, a distance of 307.63 feet, to a ½-inch iron rod with a yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") set for corner;

THENCE South 45 degrees, 53 minutes 30 seconds East, continuing along said common line, a distance of 134.29 feet to a ½-inch iron rod with cap set for corner;

THENCE North 89 degrees 06 minutes 30 seconds East, continuing along said common line, a distance of 220.76 feet to a ½-inch iron rod with cap set for corner on the west line of Knoll Trail Drive (a 64-foot wide right-of-way), said corner also lying on a non-tangent curve to the right, having a radius of 431.00 feet and whose chord bears South 11 degrees 07 minutes 41 seconds East, a distance of 153.17 feet;

THENCE in a southerly direction, along said west line of Knoll Trial Drive and along said curve to the right, through a central angle of 20 degrees 14 seconds, an arc distance of 153.99 feet to a point of tangency of said curve, said point being a ½-inch iron rod found for corner;

THENCE South 00 degrees 53 minutes 30 seconds East, continuing along said west right-of-way line of Knoll Trial Drive, a distance of 511.77 feet to a ½-inch iron rod found for corner at the most northerly point of a 5-foot corner clip at the intersection with Bent Tree Forest Drive;

THENCE South 44 degrees 06 minutes 30 seconds West, a distance of 7.07 feet to a ½-inch iron rod found for corner on the north right-of-way line of Bent Tree Forest Drive (a 58-foot wide right-of-way at this point);

THENCE South 89 degrees 06 minutes 30 seconds West, along said north right-of-way line of Bent Tree Forest Drive, a distance of 335.49 feet to a ½-inch iron rod found at the beginning of a curve to the left having a radius of 623.92 feet and whose chord bears South 79 degrees 34 minutes 57 seconds West, a distance of 206.51 feet;

THENCE continuing along said north right-of-way and along said curve to the left, through a central angle of 19 degrees 03 minutes 06 seconds, an arc distance of 207.46 feet to a ½-inch iron rod found at a point of reverse curvature of a circular curve to the right having a radius of 574.48 feet, and whose chord bears South 71 degrees 37 minutes 34 seconds West, a distance of 31.47 feet;

THENCE continuing along said north right-of-way and along said curve to the right, through a central angle of 03 degrees 08 minutes 21 seconds, an arc distance of 31.48 feet to a ½-inch iron rod found for corner at the most easterly point of a corner clip with the east right-of-way line of the Dallas North Tollway;

THENCE North 35 degrees 41 minutes 49 seconds West, a distance of 25.47 feet to a ½-inch iron rod found for corner on said east line of the Dallas North Tollway;

THENCE North 00 degrees 23 minutes 14 seconds East, a distance of 209.27 feet to a ½-inch iron rod found for the point of curvature of a circular curve to the left having a radius of 1442.39 feet, and whose chord bears North 07 degrees 01 minutes 37 seconds West, a distance of 372.20 feet;

THENCE continuing along said east line and along said curve to the left, through a central angle of 14 degrees 49 minutes 34 seconds, an arc distance of 373.24 feet to a point of reverse curvature of a circular curve to the right having the radius of 970.00 feet and whose chord bears North 08 degrees 17 minutes 43 seconds West, a distance of 207.62 feet;

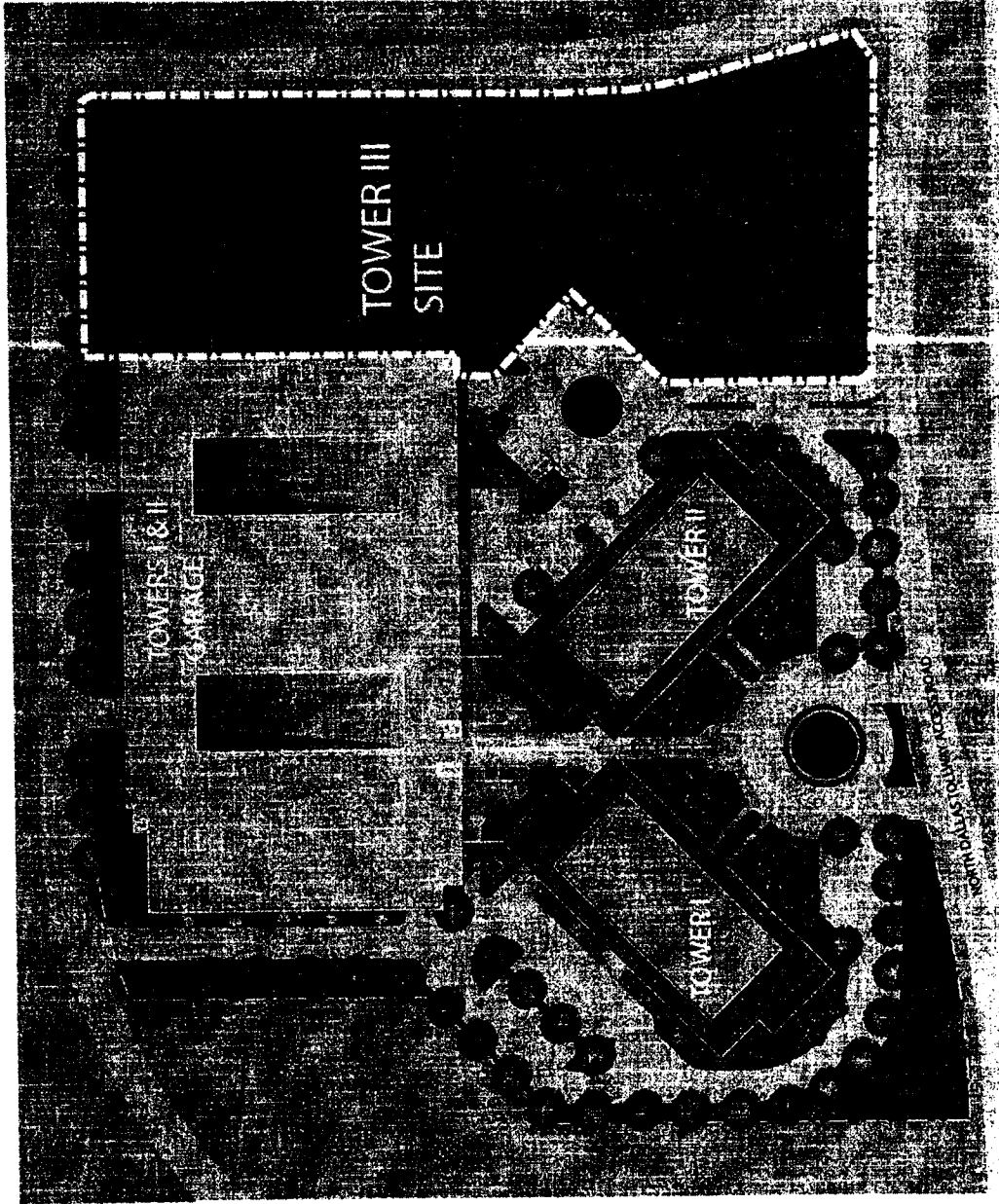
THENCE continuing along said east right-of-way line and along said curve to the right, through a central angle of 12 degrees 17 minutes 14 seconds, an arc distance of 208.02 feet to the POINT OF BEGINNING AND CONTAINING 436,297 square feet or 10.016 acres of land, more or less.

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EXHIBIT A-1

DIAGRAM OF THE PROPERTY  
INCLUDING TOWER I, TOWER II AND TOWER III SITE

[attached]



CarrAmerica

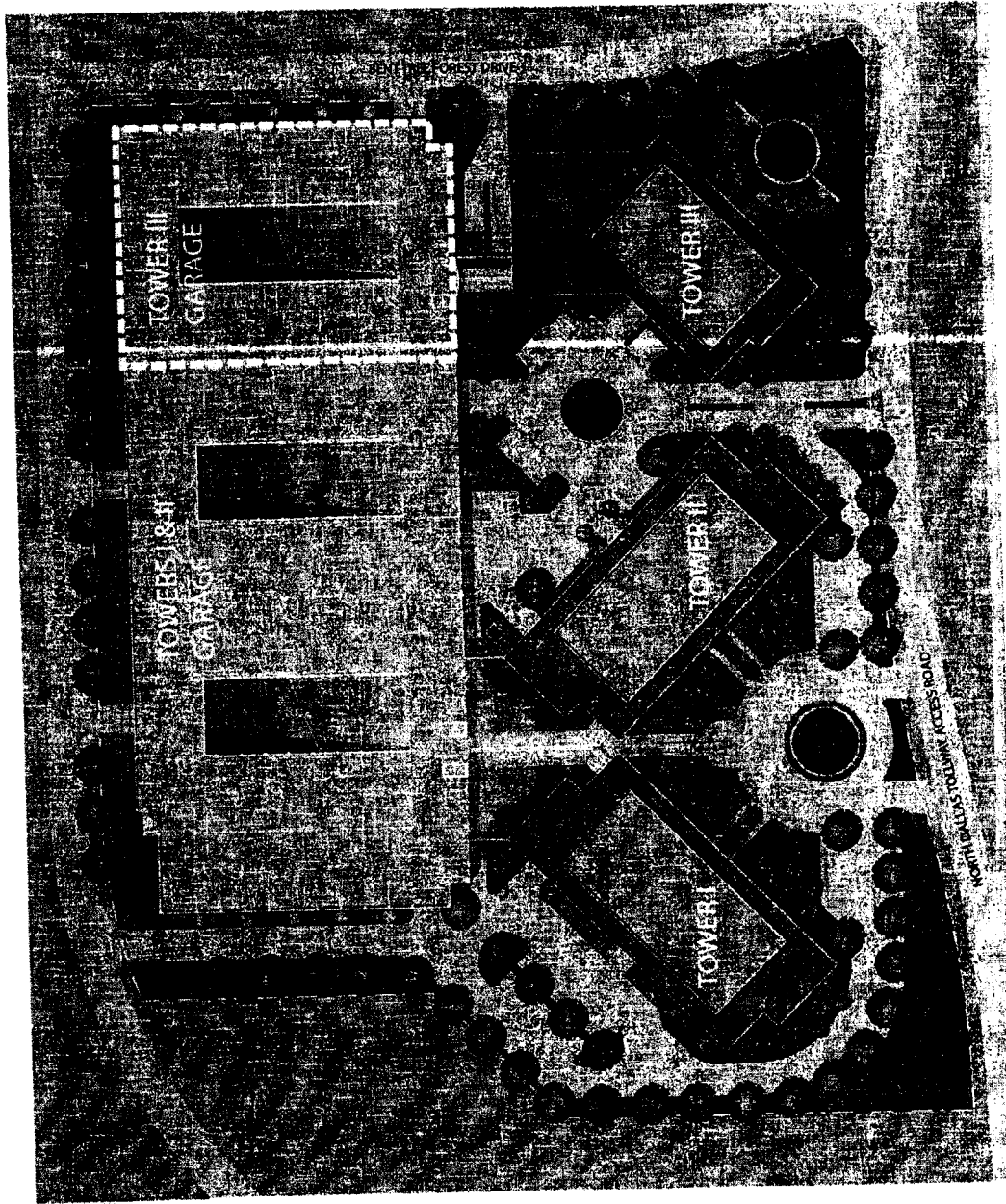
TOLLWAY PLAZA EXHIBIT A - 1

CORRELLAN ARCHITECTS

EXHIBIT A-2

DIAGRAM OF THE PROPERTY  
INCLUDING TOWER III AND TOWER III GARAGE

[attached]



TOLLWAY PLAZA EXHIBIT A-2

CarrAmerica.

CARR  
ARCHITECTS

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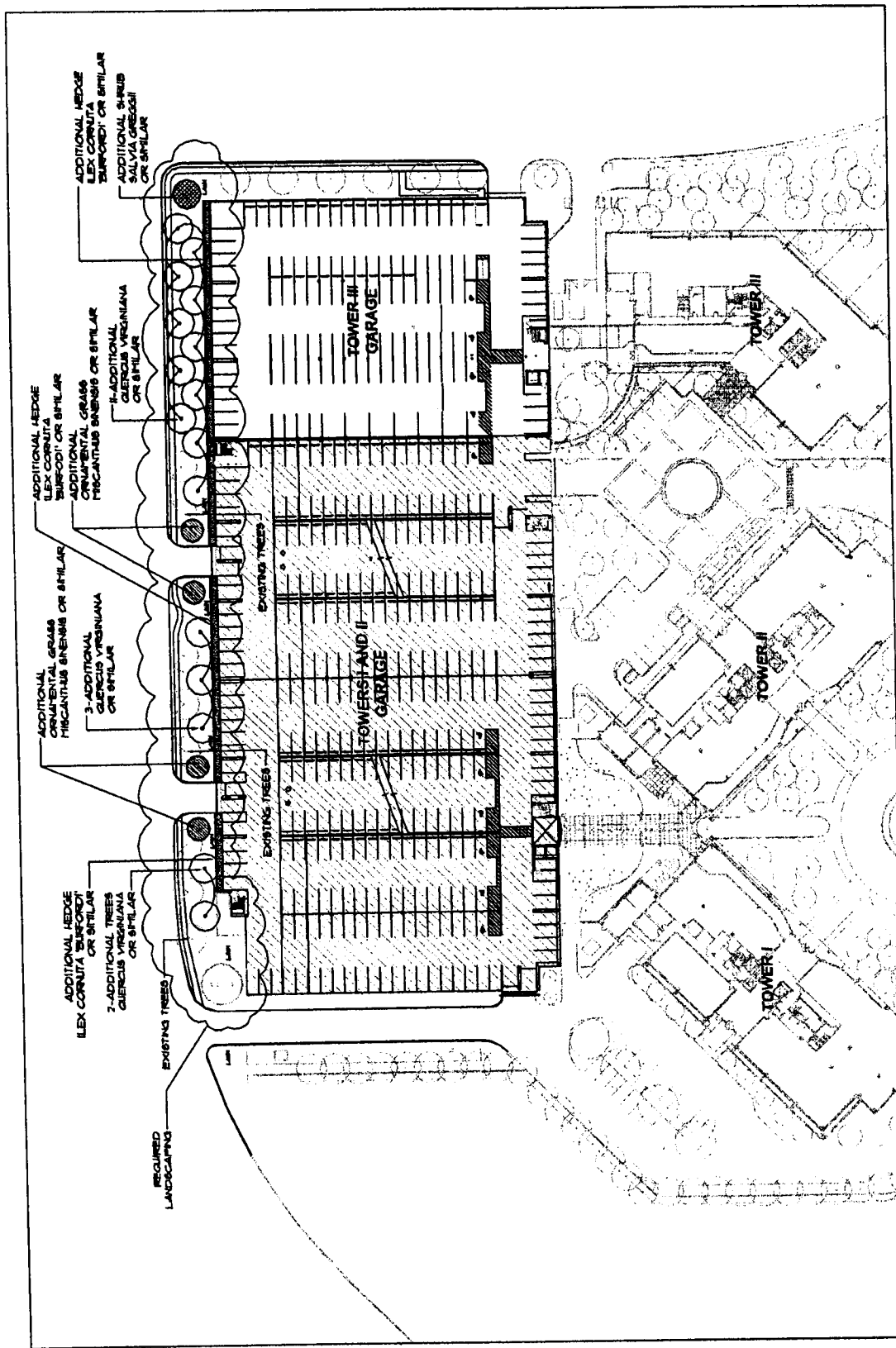
**EXHIBIT B**

**DIAGRAM OF LANDSCAPING RESTRICTIONS**

[attached]

TOLLWAY PLAZA  
 ADDITIONAL LANDSCAPE PLAN  
 EXHIBIT B

NOVEMBER 8, 2004



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 Dallas TX 75222  
 Fax 214.954.1727  
 TEL. 214.954.3310

