

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MC-3 Multiple Commercial District which was approved by the City Council on August 26, 1992, on Zoning Case #Z912-225/6389-N on property bounded by Dallas North Tollway, Keller Springs Road, Knoll Trail Drive, and Bent Tree Forest Drive; 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 an MC-3 Multiple Commercial District as described in Ordinance 21387.

Section 2. That said deed restrictions shall be filed in the Deed Records of Dallas 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:  
SAM LINDSAY, City Attorney

By John Rogers  
Assistant City Attorney

APPROVED BY  
CITY COUNCIL

AUG 26 1992

Robert T. Brown  
City Secretary

APPROVED Michael I. Clark  
HEAD OF DEPARTMENT

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

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

DEED RESTRICTIONS

THE STATE OF TEXAS           §  
   §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF DALLAS           §

## I.

The undersigned, FM PROPERTIES OPERATING CO. (the "Owner"), is the owner of the following described property (the "Property"), being in particular a tract of land out of the Robert Wilburn Survey, Abstract No. 1580, City Block 8707, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to LONGHORN DEVELOPMENT COMPANY by Federal Deposit Insurance Corporation, by deed dated December 27, 1991, and recorded in Volume 91252, Page 0983, in the Deed Records of Dallas, County, Texas, and being more particularly described in Exhibit "A" which is attached hereto for all purposes.

## II.

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

1. FLOOR AREA FOR RETAIL AND PERSONAL SERVICE USES: The maximum floor area for Retail and Personal Service uses on the Property is 166,334 square feet.
2. USE LIMITATIONS: Bar, lounges and taverns are not permitted on the Property.

## 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 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 from the person so violating or attempting to violate these restrictions. 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, provided that at such time that any portion of the Property is no longer owned or controlled by Owner, such remedy shall be limited to the specific portion of the Property which is in violation of these restrictions and shall not apply to the remainder of the Property. 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, such agreement to be binding against Owner and subsequent owners of the Property only with respect to claims and/or liabilities relating to the specific portion of the Property owned by such person or entity which arise during their respective periods of ownership of the applicable portion of the Property.

## 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. Notwithstanding any provision contained in this document to the contrary, it is agreed and understood that the City may enforce this document against the Owner or the subsequent owner of any portion of the Property for any violations which occur during their respective periods of ownership of the applicable portions of the Property.

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.

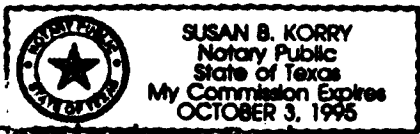
EXECUTED at the City of Dallas, Dallas County, Texas, on this the 20th day of August, 1992.

FM PROPERTIES OPERATING CO.,  
a Delaware general partnership

By: *Denny Holman*  
Denny Holman, Attorney-in-Fact

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before on the 20th day of August 1992, by DENNY HOLMAN, Attorney-in-Fact of FM PROPERTIES OPERATING CO., a Delaware general partnership, on behalf of said general partnership.



My Commissions Expires:  
\_\_\_\_\_

*Susan B. Korry*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

*Susan B. Korry*  
(Printed Name of Notary)

Approved as to form:  
SAM LINDSAY, City Attorney

By *John Rogers*  
Assistant City Attorney

EXHIBIT "A"

BEING a tract of land located in the Robert Wilburn Survey, Abstract No. 1580, and also being part of City Block 8707, City of Dallas, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod at the Northernmost corner of a corner clip at the intersection of the North line of Bent Tree Forest Drive (a 56 foot R.O.W.) with the West line of Knoll Trail Drive (a 64 foot R.O.W.);

THENCE South 44 deg. 06 min. 30 sec. West, 7.07 feet along said corner clip to an iron rod;

THENCE South 89 deg. 06 min. 30 sec. West, 335.49 feet with the North line of Bent Tree Forest Drive to an iron rod at the beginning of a curve to the left having a central angle of 19 deg. 03 min. 06 sec., a radius of 623.92 feet and a chord that bears South 79 deg. 34 min. 47 sec. West, 206.51 feet;

THENCE along said curve to the left with the North line of Bent Tree Forest Drive an arc distance of 207.46 feet to an iron rod at the beginning of a reverse curve to the right having a central angle of 06 deg. 11 min. 15 sec., a radius of 574.47 feet, and a chord that bears South 73 deg. 09 min. 22 sec. West, 62.01 feet;

THENCE along said curve to the right with the North line of Bent Tree Forest Drive an arc distance of 62.04 feet to an iron rod;

THENCE North 51 deg. 17 min. 05 sec. West, 19.85 feet to an iron rod in the East line of Dallas Parkway (a variable R.O.W.);

THENCE North 00 deg. 23 min. 14 sec. East, 338.39 feet with the East line of Dallas Parkway to an iron rod at the beginning of a curve to the left having a central angle of 13 deg. 27 min. 54 sec., a radius of 1155.92 feet, and a chord that bears North 06 deg. 20 min. 43 sec. West, 271.03 feet;

THENCE along said curve to the left with the East line of Dallas Parkway an arc distance of 271.65 feet to an iron rod at the beginning of a reverse curve to the right having a central angle of 13 deg. 27 min. 54 sec., a radius of 1135.92 feet, and a chord that bears North 06 deg. 20 min. 43 sec. West, 266.34 feet;

THENCE along said curve to the right with the East line of Dallas Parkway an arc distance of 266.95 feet to an iron rod at the point of tangency;

THENCE North 00 deg. 23 min. 14 sec. East, 359.41 feet with the East line of Dallas Parkway to an iron rod;

THENCE North 44 deg. 44 min. 52 sec. East, 15.73 feet to an iron rod in the South line of Keller Springs Road (a 65 foot R.O.W.);

THENCE North 89 deg. 06 min. 30 sec. East, 320.54 feet with the South line of Keller Springs Road to an iron rod;

THENCE South 46 deg. 53 min. 48 sec. East, 7.19 feet to an iron rod in the West line of Knoll Trail Drive at the beginning of a curve to the left having a central angle of 42 deg. 42 min. 12 sec., a radius of 499.00 feet and a chord that bears South 24 deg. 32 min. 24 sec. East, 363.36 feet;

THENCE along said curve to the left with the West line of Knoll Trail Drive an arc distance of 371.91 feet to an iron rod at the point of tangency;

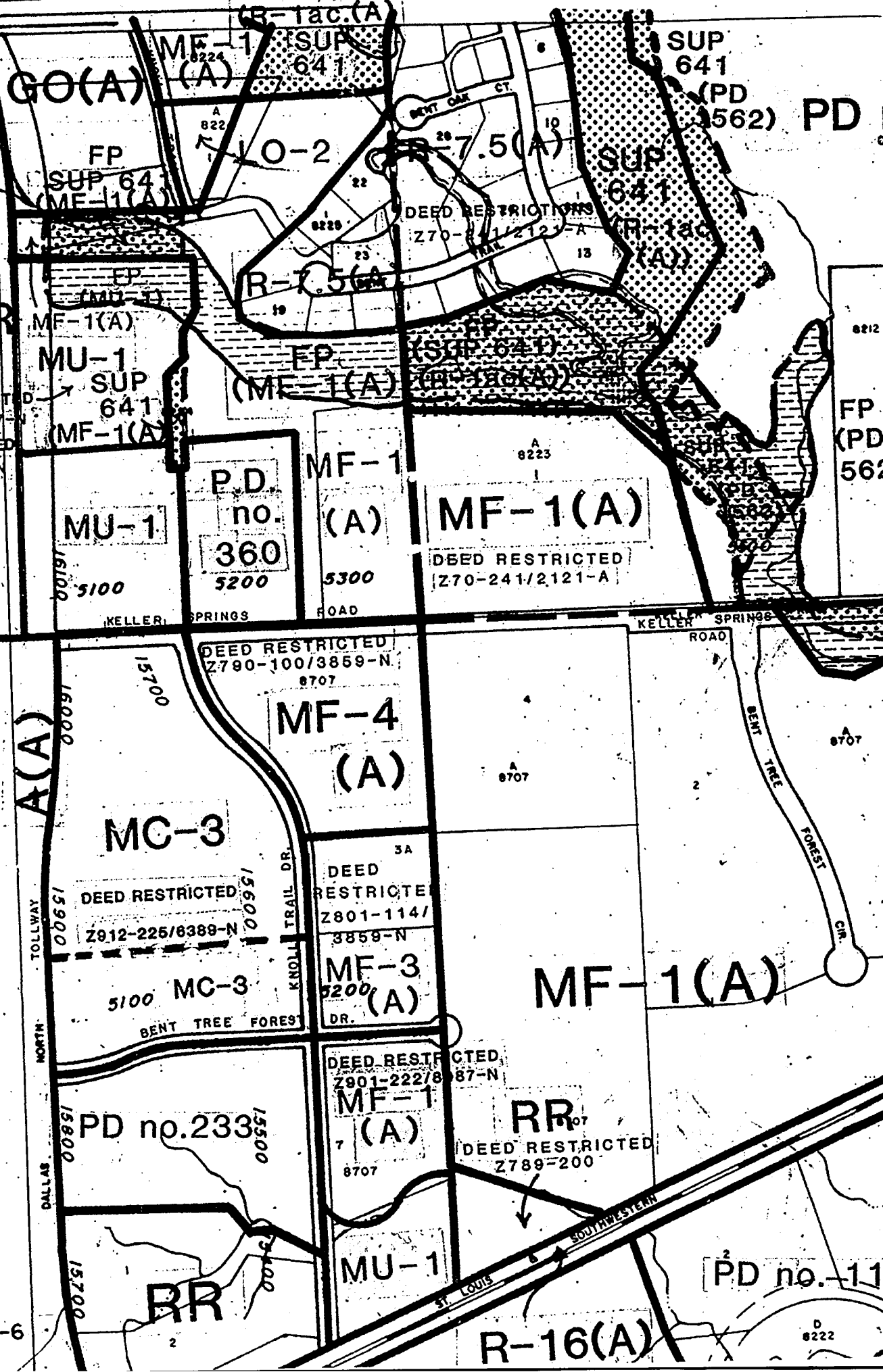
THENCE South 45 deg. 53 min. 30 sec. East, 64.50 feet with the West line of Knoll Trail Drive to an iron rod at the beginning of a curve to the right having a central angle of 45 deg. 00 min. 00 sec., a radius of 431.00 feet and a chord that bears South 23 deg. 23 min. 30 sec. East, 329.87 feet;

THENCE along said curve to the right with the West line of Knoll Trail Drive an arc distance of 338.51 feet to an iron rod at the point of tangency;

THENCE South 00 deg. 53 min. 30 sec. East, 511.77 feet with the West line of Knoll Trail Drive to the POINT OF BEGINNING and containing 664,155 square feet of 15.247 acres of land, more or less.



- 15496
- 17070
- 17382
- 17108
- 17687
- 17954
- 17622
- 18528
- 16427
- 19133
- 19250
- 19255
- 19595
- 19612
- 19625
- 20067
- 20286
- 20333
- 20637



DEED RESTRICTED  
2945-134/6497-N

DEED RESTRICTED  
2923-194/6497-N

P.D. no. 360

B-6

P.D. no. 114