

073184
COUNCIL CHAMBER

October 24, 2007

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property located in City Block 1/6592 on Forest Lane east of Bankway Lane, which is the subject of Zoning Case No. Z067-292(WE); 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 are accepted by the City Council of the City of Dallas to be used in conjunction with the development of property that is the subject of Zoning Case No. Z067-292(WE).

Section 2. That these deed restrictions must 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, and it is accordingly so resolved.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By 
Assistant City Attorney

APPROVED

HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

DEED RESTRICTIONS

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

I.

The undersigned, Triwest Land Investors, L.P. ("the Owner"), is the owner of the property ("the Property"), described in Exhibit A.

II.

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

1. The following uses are prohibited on the Property:

Commercial and business service uses.

- Building repair and maintenance shop.
- Tool or equipment rental.

Miscellaneous Uses

- Carnival or circus (temporary).

Retail and personal service uses.

- Auto service center.
- Car wash.
- Commercial amusement (inside).
- Commercial amusement (outside).
- Pawn shop.
- Swap or buy shop.

Wholesale, distribution, and storage uses.

- Mini-warehouse
- Recycling buy-back center.
- Recycling collection center.

- Recycling drop-off container.
- Recycling drop-off for special occasion collection.

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 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 their 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. For violations of these restrictions that occur after the sale of the Property to a subsequent purchaser, the City shall not seek to enforce these restrictions against a prior owner of the Property.

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 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 of 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 this the 17 day of October, 2007.

OWNER:

Triwest Land Investors, L.P.
a Delaware limited partnership

By: Triwest Land Investors, L.P.
Operating Corp. WLM
A Delaware corporation

Its: General Partner

By: 

Printed Name: WILLIAM MACK

Title: President

CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGOR

NONE

Property Lienholder or Mortgagor

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

Tom Perkins, City Attorney

By: Casey Buzza
Assistant City Attorney

STATE OF NEW JERSEY §
 §
COUNTY OF BERGEN §

Before me, the undersigned Notary Public in and for the State of New Jersey, on this day personally appeared William L. Mack, President of Triwest Land Operating Corp., a Delaware corporation, General Partner of Triwest Land Investors L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

[SEAL]

My Commission Expires:

9/22/2009

DEED RESTRICTIONS - Page 4

Richard C. Biletta
Notary Public - State of New Jersey

Printed Name of Notary Public
RICHARD C. BILETTA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 9-22-2009

EXHIBIT "A"

BEING a tract of land situated in the Isaac B. Webb Survey, Abstract No. 1574, in the City of Dallas, Dallas County, Texas, and also being a portion of Lot 1, Block 1/6592 of One Graystone Centre, an addition to the City of Dallas, recorded in Volume 83024, Page 3219 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the north line of Forest Lane (90 feet wide), same point being the southeast corner of said Lot 1;

THENCE South 86 deg. 12 min. 30 sec. West, along the north line of said Forest Lane, a distance of 592.55 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 deg. 21 min. 00 sec. East, passing thru said Lot 1, a distance of 330.56 feet to an "X" found in concrete for corner;

THENCE South 89 deg. 39 min. 00 sec. East, a distance of 165.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 deg. 21 min. 00 sec. East, a distance of 32.95 feet to an "X" found in concrete for corner;

THENCE South 89 deg. 39 min. 00 sec. East, a distance of 430.25 feet to a 1/2 inch iron rod found for corner;

THENCE South 01 deg. 06 min. 30 sec. West, a distance of 320.75 feet to the PLACE OF BEGINNING and containing 197,434 square feet or 4.5325 acres of land, more or less.

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