

6592

August 10, 1994

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an RR Regional Retail District which was approved by the City Council on August 10, 1994, on Zoning Case #Z934-228/9649-N on property at the southwest corner of the Lyndon B. Johnson Freeway and Webb Chapel Road; 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 RR Regional Retail District as described in Ordinance \_\_\_\_\_

22146

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 BY  
CITY COUNCIL

AUG 10 1994

*Robert T. Brown*  
City Secretary

Approved as to form:  
SAM LINDSAY, City Attorney

By *Sam Lindsay*  
Assistant City Attorney

APPROVED

*[Signature]*  
HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

**DEED RESTRICTIONS**

THE STATE OF TEXAS §  
 COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

**I.**

The undersigned, North American Mortgage Investors, Inc., a Texas corporation (the "Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Isaac B. Webb Survey, Abstract No. 1574, City Block No. 6592, City of Dallas ("City"), Dallas County, Texas, being that same tract conveyed to North American Mortgage Investors, Inc. by Southmark Corporation by deed dated February 29, 1988, and recorded in Volume 88053, Page 289, 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. Development of the Property is limited to a .25:1 floor area ratio as defined in Part II of the Dallas Development Code, as amended.

**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 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. Immediately upon sale and permanent transfer of the Property for consideration other than to relieve Owner of its obligations under this paragraph, Owner shall be relieved of future applications of this indemnity provision.

**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.**

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 lienholders subscribed below.

**X.**

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.

## XI.

The Owner understands and agrees that this document shall be governed by laws of the State of Texas.

## 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.

EXECUTED this the 24 day of July, 1994.

**NORTH AMERICAN MORTGAGE  
INVESTORS, INC.,**  
a Texas corporation

By: Charles B. Bruner  
Its: Exec. V.P.

**APPROVED AS TO FORM:**

**SAM A. LINDSAY, City Attorney**

By: Heaven Fernandez  
Assistant City Attorney

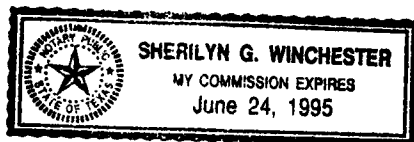
STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 24 day of July, 1994, by CHARLES B. BEWER, as EXECUTIVE V.P. of NORTH AMERICAN MORTGAGE INVESTORS, INC., a Texas corporation, on behalf of said corporation.

Sherilyn G. Winchester  
Notary Public, State of Texas

My Commission Expires:

6-24-95



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179D:C3331-44165-LBJA

**EXHIBIT "A"**

BEING a tract of land situated in the Isaac B. Webb Survey, Abstract No. 1574, Dallas County, Texas, and being part of City of Dallas Block No. 6592, and including all of a 10.86 acre tract of land conveyed to North American Mortgage Investors, (NAMI) a wholly owned subsidiary of Southmark Corp., according to deed recorded in Volume 87226, Page 0439 of the Deed Records, Dallas County, Texas (DRDCT), and including all of Lot A Block 6592, as conveyed to NAMI according to the deed recorded in Volume 88053 Page 2894 of the DRDCT, and including all of a 0.41 acre tract of land conveyed to NAMI according to the Deed Recorded in Volume 88053 Page 2894 of the DRDCT, and including all of a 0.3506 acre tract of land described as Tract 4 conveyed to Southmark Corporation according to the Correction Deed recorded in Volume 93100 Page 5021 of the DRDCT, and being more particularly described as follows:

BEGINNING at a 1/2" set iron rod at the intersection of the South right-of-way line of Interstate Highway 635 with the west right-of-way line of Webb Chapel Road (100 foot right-of-way), said beginning point also being the northeast corner of said 0.41 acre tract of land;

THENCE South 00 degrees 41 minutes 00 seconds West along the West right-of-way line of Webb Chapel Road, passing at 160.96 feet a found iron rod being the Southeast corner of said 0.41 acre tract, continuing in all a total distance of 231.39 feet to a found iron rod at the point of curvature of a curve to the left having a central angle of 27 degrees 00 minutes 00 seconds and radius of 1005.31 feet;

THENCE Southerly with said curve to the left same being the west right-of-way of Webb Chapel Road, passing at an arc distance of 146.02 feet, a found iron rod being the most northerly corner of said Lot A, continuing in all a total arc distance of 473.77 feet to found iron rod for the point of tangency;

THENCE South 26 degrees 19 minutes 00 seconds East continuing along the right-of-way of Webb Chapel Road, a distance of 60.00 feet to an 'x' in concrete found for the southeast corner of said Lot A, said point also being the northeast corner of a tract of land described in deed to Gulf Oil Corp., as recorded in Volume 67072, Page 0654, DRDCT;

THENCE North 89 degrees 42 minutes 00 seconds West departing the right-of-way of Webb Chapel Road and along the south line of Lot A and the north line of said Gulf Oil tract, passing at 124.75 feet the southwest corner of Lot A, continuing in all a total distance of 125.05 feet to a set iron rod;

THENCE South 00 degrees 18 minutes 00 seconds West along the west line of said Gulf Oil tract passing at 11.25 feet a found iron rod at the northeast corner of said Tract 4, continuing in all a total distance of 129.99 feet to a set 'x' in the north right-of-way of Forest Lane (120 foot right-of-way);

THENCE South 87 degrees 04 minutes 05 seconds West along the north right-of-way of Forest Lane, passing at 125.21 feet, the southwest corner of said Tract 4, continuing in all a total distance of 644.77 feet to a found iron rod for a corner at the southwest corner of said 10.86 acre tract;

THENCE North 01 degrees 55 minutes 20 seconds East, departing the north right-of-way of Forest Lane, a distance of 736.03 feet to a concrete monument for a corner; said monument being in the south right of way of Interstate Highway 635;

THENCE North 74 degrees 38 minutes 00 seconds East along the right-of-way line of IH 635 passing at 509.80 feet a found iron rod at the northwest corner of said 0.41 acre tract, continuing in all a total distance of 639.87 feet to the POINT OF BEGINNING AND CONTAINING 524,700 square feet or 12.0455 acres of land more or less.

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