

BLK 7408

7408

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MU-2 Mixed Use District 2 which was approved by the City Council on November 8, 1989, on Zoning Case #Z889-213/8755-N on property on the south side of the Lyndon B. Johnson Freeway, west of Preston Road; and,

WHEREAS, said deed restrictions have been approved as to form and content;

Now, Therefore,

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

Section 1. That the deed restrictions as 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 MU-2 Mixed Use District 2 as described in Ordinance \_\_\_\_\_.


Section 2. That said deed restrictions shall be filed with the County Clerk of Dallas County, Texas, to be recorded 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.

- c: Building Inspection - 2
- Planning and Development - 2

89-12/ct

Approved as to form:  
ANALESIE MUNCY, 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

That the undersigned, Haverly Furniture Companies, Inc., is the owner of the following described property situated in Dallas County, Texas, being in particular a tract of land out of the Isaiah Park Survey, Abstract No. 1144, City Block 7400, City of Dallas, Dallas County, Texas, and being that same tract of land conveyed to Haverly Furniture Companies, Inc. by deed dated December 6, 1983 and recorded in Volume 83238, Page 1669 in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point in the South line of Lyndon B. Johnson Freeway, a variable width right-of-way, said point being Easterly 302.88 feet along the South line of said Interstate Highway No. 635 from the intersection of the East line of Spurling Drive, a highway monument with brass disc found for corner;

THENCE, South 80 deg. 53 min. East, with the said Southwest line of Lyndon B. Johnson Freeway, Interstate Highway No. 635, a distance of 337.97 feet, to a brass property mark found for corner;

THENCE, South a distance of 176.62 feet, to a P. K. nail found for corner;

THENCE, West, a distance of 335.0 feet, an iron stake for corner;

THENCE, North 00 deg. 19 min. 30 sec. East, a distance of 230.17 feet to the PLACE OF BEGINNING and CONTAINING 68,022 square feet of land.

That the undersigned, Haverly Furniture Companies, Inc., does hereby impress all of the above described property, herein after referred to as "THE PROPERTY", with the following deed restrictions, to-wit:

1) Except for a furniture store, all retail and personal service uses, as defined in Chapter 51 (A) Part II of the Dallas Development Code of the Dallas City Codes, as amended, are limited to a floor area ratio of .3:1.

2) All office uses, as defined in Chapter 51 (A) Part II of the Dallas Development Code of the Dallas City Codes, as amended, are limited to a floor area ratio of 1.6:1.

3) Structures are limited to ten (10) stories with a maximum height of 135 feet.

These restrictions shall continue in full force and effect for a period of twenty-five (25) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless terminated in the manner specified herein.

These restrictions must not be altered, amended, or terminated without a public hearing before the City Plan Commission and the City Council of the City of Dallas. Notice of such public hearings must be given as would be required by law for a zoning change on THE PROPERTY described herein.

The restrictions contained herein are not in any manner intended to restrict the right of the City Council of the City of Dallas to exercise its legislative duties and powers insofar as zoning of THE PROPERTY is concerned.

These restrictions inure to the benefit of the City of Dallas, and the undersigned owner hereof does hereby grant to the City of Dallas the right to prosecute, at law and in equity, against the person violating or attempting to violate such restrictions, either to prevent him or her from so doing or to correct such violation and for further remedy, the City of Dallas may withhold the Certificate of Occupancy necessary for the lawful use of THE PROPERTY until such restrictions described herein are fully complied with.

2869-213/8755-11

These restrictions are hereby declared covenants running with the land and are fully binding upon all persons acquiring property within the above described tract, and any person by acceptance of title to any of THE PROPERTY shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.

EXECUTED this the 14 day of November, 19 85.

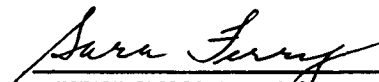
  
Rawson Haverty, Chairman of the Board & CEO  
Haverty Furniture Companies, Inc.

THE STATE OF GEORGIA

COUNTY OF FULTON

BEFORE ME, the undersigned, a Notary Public in and for Fulton County, Georgia, on this day personally appeared Rawson Haverty known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14<sup>th</sup> day of November, 19 85.

  
NOTARY PUBLIC in and for  
Fulton County, Georgia  
Notary Public, DeKalb County, Georgia  
My Commission Expires Dec. 11, 1992

Approved as to form:  
ANALESIE MUNCY, City Attorney

By   
Assistant City Attorney