

January 8, 2003

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property located on the north line of LBJ Freeway (Interstate Highway 635) west of Central Expressway, which is the subject of Zoning Case No. Z012-177/11633-NC(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 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. Z012-177/11633-NC(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 provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:

MADELEINE B. JOHNSON, City Attorney

By: 
Assistant City Attorney

APPROVED BY
CITY COUNCIL

JAN 08 2003


City Secretary

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 Landgem Office I, Ltd., a Delaware limited partnership ("**Owner**"), is the owner of that certain real property (the "**Property**") located in the City of Dallas ("**City**"), Dallas County, Texas, being in particular a tract of land out of the B. J. Prigmore Survey, Abstract No. 1159 and the B.F. Hall Survey, Abstract No. 660, and being all of Lot 1, City Block A/8417, City of Dallas, and being the same property conveyed to the Owner by Dallas Office Portfolio, L.P., by deed recorded in Volume 2001119, Page 5095, in the Deed Records of Dallas County, Texas.

II.

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

No portion of the Property shall be used for a multifamily use as such term is defined in the Dallas Development Code, as amended.

III.

Theses 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 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. 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.

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, "PART II OF THE DALLAS DEVELOPMENT CODE," 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.

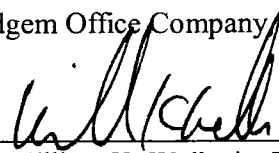
The invalidation of any provision of this instrument by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the 4 day of October, 2002.

OWNER:

Landgem Office I, Ltd.,
a Delaware limited partnership

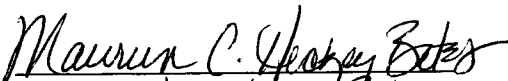
By: Landgem Office Company Inc.

By: 
William K. Wells, its President

CONSENT AND CONCURRENCE OF
LIENHOLDER:

WELLS FARGO BANK MINNESOTA, N.A., as
Trustee for the Registered Holders of Credit
Suisse First Boston Mortgage Securities Corp.
Commercial Mortgage Trust, Commercial
Mortgage Pass-Through Certificates, Series 2002-
FL1

By: WACHOVIA BANK, NATIONAL
ASSOCIATION (f/k/a First Union National
Bank) as Master Servicer, as authorized
under that certain Pooling and Servicing
Agreement dated as of December 11, 2001.

By: 
Name: MAUREEN C. HICKEY BATES
Title: Vice President

APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

By: 
Assistant City Attorney

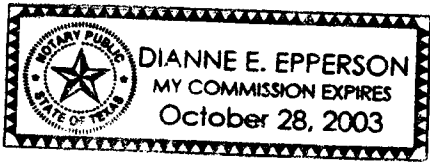
STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on Nov 18, 2002 by William K. Wells, President of Landgem Office Company, Inc., as general partner of Landgem Office I, Ltd., on behalf of said Delaware limited partnership.

Dianne E. Epperson
Notary Public in and for said State

My Commission Expires:

10-28-03



STATE OF NORTH CAROLINA)
) ss.:
COUNTY OF MECKLENBURG)

This instrument was acknowledged before me this 4th day of ~~September~~ ^{October}, 2002, by Maureen Hickey-Bates, as Vice President of Wachovia Bank, National Association, Master Servicer on behalf of Wells Fargo Bank Minnesota, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp. Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2002-FL1, on behalf of said Master Servicer.

Lindsey Bass Sloan
Notary Public

My Commission Expires: 2/10/2004

[AFFIX SEAL]

