

June 28, 2000

**WHEREAS**, the attached deed restrictions were volunteered in conjunction with a request for an NO(A) Neighborhood Office District, which was approved by the City Council on December 11, 1996, in Zoning Case No. Z956-306/10157-NC(RB), by Ordinance No. 832681 on property at the northwest corner of North Central Expressway and Maham Road; and

**WHEREAS**, on August 3, 1983, the City Council accepted the deed restriction instrument by Resolution No. 832681; and

**WHEREAS**, application has been made to terminate the deed restrictions because the deed restrictions cover an area greater than originally intended, and

**WHEREAS**, the instrument terminating the deed restrictions has been approved as to form; and

**WHEREAS**, substitute deed restrictions which cover the intended area were accepted by the Dallas City Council on June 28, 2000; Now, Therefore,

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

**Section 1.** That the attached instruments terminating the existing deed restrictions are accepted by the City Council.

**Section 2.** That the attached termination instruments shall be filed in the Deed Records of Dallas County, Texas.

**Section 3.** That the attached deed restrictions are hereby accepted by the City Council.

**Section 4.** That the attached deed restrictions shall be filed in the Deed Records of Dallas County, Texas.

**Section 5.** 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:

MADELEINE B. JOHNSON, City Attorney

APPROVED BY  
CITY COUNCIL

JUN 28 2000

By *John Reynolds*  
Assistant City Attorney

*Shirley Geif*  
City Secretary

APPROVED *Ray Couch*  
HEAD OF DEPARTMENT

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

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



of 220.17 feet to a 5/8-inch iron rod found at the southeast corner of said Lot 3;

THENCE, South 99 degrees, 14 minutes, 02 seconds West, departing the said north line of Lot 21D, a distance of 129.83 feet to a 1/2-inch iron pipe found at a re-entrant corner of said Lot 21D; said point also being the northeast corner of Lot 1, Block D/7756 of said Valley View Estates;

THENCE, South 89 degrees, 31 minutes, 11 seconds West, along the south line of said Lot 21D and the north line of said Lot 1, a distance of 220.78 feet to a 5/8-inch iron rod found in the said east line of Emily Road; said point being the northwest corner of said Lot 1;

THENCE, North 01 degrees, 40 minutes, 11 seconds East, along the said east line of Emily Road, a distance of 24.17 feet to a 1/2-inch iron rod with "Nelson Corp" cap found at an angle point;

THENCE, North 00 degrees, 14 minutes, 11 seconds East, continuing along the said east line of Emily Road, a distance of 105.68 feet to the POINT OF BEGINNING.

CONTAINING 28,590 square feet or 0.656 acres of land, more or less.

## II.

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

1. The only improvements permitted on the Property shall be: (1) a 24 foot wide access road which shall traverse the Property from its West boundary line where it connects with Emily Road, to its East boundary line, surface parking, and signage in compliance with the applicable zoning ordinances.

2. Upon completion of the improvements, a 10 foot wide landscaped buffer zone shall be installed and maintained adjacent to and extending for the full length of the north boundary line of 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. 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.

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## 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 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.



CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE

\_\_\_\_\_  
Firststar Bank  
By: *John Anfinrud*  
Printed Name: John Anfinrud  
Title: Vice-President

STATE OF KENTUCKY            )  
  ) ss  
COUNTY OF Jefferson        )

This instrument was acknowledged before me on 11<sup>th</sup>, April, by John Anfinrud as Vice President on behalf of Firststar Bank.

*Mary Kinnes*  
Notary Public

(SEAL)

APPROVED AS TO FORM:

Madeline B. Johnson City Attorney

By: John Royce  
Assistant City Attorney