

WHEREAS, the City Council on August 22, 1990 passed Resolution No. 90-2685 providing for the acceptance of a deed restriction instrument submitted in conjunction with an application for a change of zoning to an MU-3 Mixed Use District on property on the northeast corner of Greenville Avenue and Markville Drive involving Zoning File No. Z890-148/971-E; and

WHEREAS, a hearing has been authorized to terminate the deed restrictions in conjunction with a proposal to determine the proper zoning on property zoned an MU-3 Mixed Use District involving Zoning File No. Z934-211/971-E; and

WHEREAS, new deed restrictions have been submitted in conjunction with the proposed termination of the existing deed restrictions on the subject property; and

WHEREAS, the City Council at a public hearing on December 14, 1994 approved the termination of the existing deed restrictions and further approved the acceptance of the new deed restrictions in accordance with the recommendation of the City Plan Commission; and

WHEREAS, an instrument providing for the termination of the existing deed restrictions and an instrument containing the new 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 attached instrument providing for the termination of the existing deed restrictions be and is hereby accepted by the City Council of the City of Dallas, Texas.

Section 2. That the attached instrument providing for the new deed restrictions be and is 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-3 Mixed Use District.

Section 3. That said instruments be filed in the Deed Records of Dallas County, Texas.

Section 4. 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

DEC 14 1994

Approved as to form:  
SAM LINDSAY, City Attorney

By *Alexander Fernandez*  
Assistant City Attorney

*Robert T. Brown*  
City Secretary

APPROVED \_\_\_\_\_  
HEAD OF DEPARTMENT

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

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

TERMINATION OF DEED RESTRICTIONS

THE STATE OF TEXAS }

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DALLAS }

## I.

The undersigned, Texas Investments, Ltd., a California general partnership (the "OWNER"), is the owner of the following described property (the "PROPERTY") being in particular all of Lot 1 out of the Englenook Addition, a subdivision of part of City Block 8415, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to Texas Investments, Ltd., by Frank A. St. Claire, Trustee, by deed dated September 5, 1989, and recorded in Volume 89172, Page 1965, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Being all of Lot 1 in City Block 8415, located at the northeast corner of Markville Drive and Greenville Avenue, fronting 1178.19 feet on the north line of Markville Drive and fronting 671.51 feet on the southeast line of Greenville Avenue and containing 12.9 acres of land.

## II.

The PROPERTY was impressed with certain deed restrictions ("restrictions") as shown in an instrument dated August 3, 1990, signed by Arthur Burdorf, Partner of Texas Investments, Ltd., a partnership and recorded in Volume 90169, Pages 2170-2715, of the Deed Records of Dallas County, Texas, a true and correct copy of which is attached to this instrument as Exhibit "A" and made a part of this instrument.

7934-211/971-E

## III.

The OWNER does hereby terminate and release the following restrictions as they apply to the PROPERTY, to wit:

1. Development Phasing: Development of the maximum floor area, as defined in Section 51A-2.102(39) and the minimum percentage of floor area required in the Mixed Use Districts in Section 51A-4.125(b) of the Dallas Development Code, as amended, shall be phased in accordance with improvements to nearby streets and intersections, as stated below. All improvements must be designed and completed to the specifications of the director of public works.

a. Phasing Levels: Total non-residential development less than 100,000 square feet of floor area is governed by the Phase 1 requirements below, but the floor area equivalents listed in paragraph 1(b) in this document do not apply. Total non-residential development greater than 100,000 square feet but less than 1,000,000 square feet of floor area is governed by the Phase 2 requirements below. Total non-residential development greater than 1,000,000 square feet but less than 1,500,000 square feet is governed by Phase 3 requirements below. Development greater than 1,500,000 square feet is governed by Phase 4 requirements below. All phasing levels (except for less than 100,000 square feet of non-residential development) will be determined by using the office floor area or the appropriate equivalent floor area as described in paragraph 1(b) below.

b. Floor Area Equivalents: No floor area equivalents exist for phasing consisting of total non-residential development less than 100,000 square feet of floor area. In order to calculate the floor area for phasing in excess of a floor area of 100,000 square feet and less than 300,000 square feet, on both an individual and a cumulative basis, each 353 square feet of retail use is equivalent to 1,000 square feet of office use for a maximum of 300,000 square feet of retail use. To calculate the floor area for phasing for retail uses in excess of a floor area of 300,000 square feet and less than 600,000 square feet, on both an individual and a cumulative basis, each 437 square feet of retail use is

equivalent to 1000 square feet of office use for a maximum of 600,000 square feet of retail use. To calculate the floor area for phasing for retail uses in excess of a floor area of 600,000 square feet, on both an individual and a cumulative basis, each 508 square feet of retail use is equivalent to 1000 square feet of office use. Each 1.5 hotel guest rooms or residential units is equivalent to 1000 square feet of office use.

2. Phase 1 Conditions: No application for a building permit may be made for the PROPERTY until the easements listed below are obtained by the City of Dallas:

- (a) An easement for street purposes having a width of 10 feet along the entire length of the PROPERTY fronting Greenville Avenue;
- (b) An easement for street purposes having a width of 10 feet along the entire length of the PROPERTY fronting LBJ Freeway south frontage road; and
- (c) An easement for street purposes having a width of 10 feet and a length not to exceed 300 feet along a portion of the PROPERTY fronting Markville Drive for a westbound to northbound right turn lane from Markville Drive onto Greenville Avenue.

3. Phase 2 Conditions: No application for a building permit for a non-residential use may be made for the PROPERTY until the improvements listed below are completed:

- (a) All conditions required in PHASE 1;
- (b) A continuous acceleration/deceleration lane, not to exceed 10 feet in width, along the entire length of the PROPERTY fronting Greenville Avenue; and
- (c) A right turn lane, not to exceed 10 feet in width and 300 feet in length, on the westbound approach of Markville Drive at its intersection with Greenville Avenue including any relocation of existing traffic signal equipment.

4. Phase 3 Conditions: No application for a building permit for a non-residential use may be made for the PROPERTY until the improvements listed below are completed:

- (a) All conditions required in Phase 1 and Phase 2; and
  - (b) A right turn lane, not to exceed 10 feet in width and 300 feet in length, on the northbound approach
-

of Greenville Avenue at its intersection with the LBJ Freeway south frontage road.

5. Phase 4 Conditions: No application for a building permit may be made for the PROPERTY until the improvements listed below are completed:
  - (a) All conditions required in Phase 1, Phase 2 and Phase 3; and
  - (b) A right turn lane, not to exceed 10 feet in width and 300 feet in length, on the westbound approach of Forest Lane at its intersection with Greenville Avenue.
  
6. Maximum Total Floor Area: The maximum total floor area for all phases combined on the PROPERTY is 1,900,000 square feet. For uses other than office uses, the development is limited to an equivalent number of square feet as calculated by using the ratios described in paragraph 1(b) above.
  
7. Existing Residential Exemption: The existing residential units on the PROPERTY are not counted against the floor area allowed in Phase 1 are described in paragraph 1(a) above.
  
8. Internal Road: No application shall be made for a certificate of occupancy for any structure on the PROPERTY that is located 500 feet or greater from the eastern right-of-way line of Greenville Avenue until a two lane road connecting Markville Drive and LBJ south frontage road is provided to service the PROPERTY. The road must be a minimum of 22 feet in width, not less than 400 feet in length, and cannot be used for maneuvering a vehicle into or out of a parking space. Driveway(s) located on the south frontage road of LBJ Freeway must be constructed with a deceleration lane.

#### IV.

The above termination was made following 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 was given as would have been required by law for a zoning change on the PROPERTY. The OWNER must file this 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 termination becomes effective.

V.

The termination of these restrictions is not 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.

VI.

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 this instrument.

VII.

Unless stated otherwise in this instrument, the definitions and provisions of CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," as amended, apply and are incorporated into this instrument as if recited in this instrument.

VIII.

The invalidation of any provision in 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.

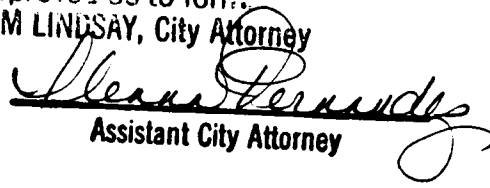
EXECUTED this the 7<sup>th</sup> day of December, 1994.

Texas Investments, Ltd., a  
California general partnership

By: 

Arthur Burdoff  
General Partner

Approved as to form.  
SAM LINDSAY, City Attorney

By   
Assistant City Attorney

STATE OF CALIFORNIA}

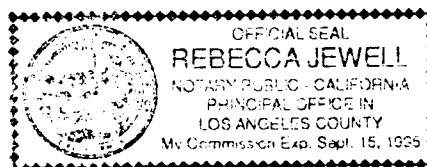
COUNTY OF LOS ANGELES}

BEFORE ME, the undersigned authority, on this day personally appeared Arthur Burdorf, General Partner of Texas Investments, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he subscribed the same as the act of Texas Investments, Ltd., a California general partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7<sup>th</sup>  
day of December, 1994.

Rebecca Jewell  
Notary Public

My commission expires 9-15-95.



DEED RESTRICTIONS

THE STATE OF TEXAS }

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DALLAS }

I.

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II.

The OWNER does hereby impress all THE PROPERTY with the following deed restrictions, to wit:

1. Development Phasing: Development of the maximum floor area, as defined in Section 51A-2.102(39) and the minimum percentage of floor area required in the Mixed Use Districts in Section 51A-4.125(b) of the Dallas Development Code, as amended, shall be phased in accordance with improvements to nearby streets and intersections, as stated below. All improvements must be designed and completed to the specifications of the director of public works.

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b. Floor Area Equivalents: No floor area equivalents exist for phasing consisting of total non-residential development less than 100,000 square feet of floor area. In order to calculate the floor area for phasing in excess of a floor area of 100,000 square feet and less than 300,000 square feet, on both an individual and a cumulative basis, each 353 square feet of retail use is equivalent to 1,000 square feet of office use for a maximum of 300,000 square feet of retail use. To calculate the floor area for phasing for retail uses in excess of a floor area of 300,000 square feet and less than 600,000 square feet, on both an individual and a cumulative basis, each 437 square feet of retail use is equivalent to 1000 square feet of office use for a maximum of 600,000 square feet of retail use. To calculate the floor area for phasing for retail uses in excess of a floor area of 600,000 square feet, on both an individual and a cumulative basis, each 508 square feet of retail use is equivalent to 1000 square feet of office use. Each 1.5 hotel guest rooms or residential units is equivalent to 1000 square feet of office use.

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  - (c) An easement for street purposes having a width of 10 feet and a length not to exceed 300 feet along a portion of THE PROPERTY fronting Markville Drive for a westbound to northbound right turn lane from Markville Drive onto Greenville Avenue.

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3. Phase 2 Conditions: No application for a building permit for a non-residential use may be made for THE PROPERTY until the improvements listed below are completed:
  - (a) All conditions required in Phase 1;
  - (b) A continuous acceleration/deceleration lane, not to exceed 10 feet in width, along the entire length of THE PROPERTY fronting Greenville Avenue; and
  - (c) A right turn lane, not to exceed 10 feet in width and 300 feet in length, on the westbound approach of Markville Drive at its intersection with Greenville Avenue including any relocation of existing traffic signal equipment.
  
4. Phase 3 Conditions: No application for a building permit for a non-residential use may be made for THE PROPERTY until the improvements listed below are completed:
  - (a) All conditions required in Phase 1 and Phase 2; and
  - (b) A right turn lane, not to exceed 10 feet in width and 300 feet in length, on the northbound approach of Greenville Avenue at its intersection with the LBJ Freeway south frontage road.
  
5. Phase 4 Conditions: No application for a building permit may be made for THE PROPERTY until the improvements listed below are completed:
  - (a) All conditions required in Phase 1, Phase 2 and Phase 3; and
  - (b) A right turn lane, not to exceed 10 feet in width and 300 feet in length, on the westbound approach of Forest Lane at its intersection with Greenville Avenue.
  
6. Maximum Total Floor Area: The maximum total floor area for all phases combined on THE PROPERTY is 1,900,000 square feet. For uses other than office uses, the development is limited to an equivalent number of square feet as calculated by using the ratios described in paragraph 1(b) above.
  
7. Existing Residential Exemption: The existing residential units on THE PROPERTY are not counted against the floor area allowed in Phase 1 as described in paragraph 1(a) above.
  
8. Internal Road: No application shall be made for a certificate of occupancy for any structure on THE PROPERTY that is located 500 feet or greater from the eastern right-of-way line of Greenville Avenue until a two lane road connecting Markville Drive and LBJ south frontage road is provided to service THE PROPERTY. The road must be a minimum of 22 feet in width, not less than 400 feet in length, and cannot be used for maneuvering a vehicle into or out of a parking space. Driveway(s) located on the south frontage road of LBJ Freeway must be constructed with a deceleration lane.

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## III.

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 amended or terminated in the manner specified herein.

## IV.

These restrictions may not be amended or terminated without a public hearing before the City Plan Commission and a public hearing and approval by the City Council of the City of Dallas. Notice of the public hearings must be given as would be required by law for a zoning change on THE PROPERTY. If the City Council approves an amendment or termination of these restrictions, the terminating or amending instrument must be filed in the Deed Records of the county or counties where THE PROPERTY is located by the owner 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 of Dallas to exercise its legislative duties and powers insofar as zoning of THE PROPERTY is concerned.

## VI.

These restrictions inure to the benefit of the City of Dallas, Texas, and OWNER does hereby grant to the City of Dallas the right to enforce these restrictions by any lawful means, including prosecuting, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent him from so doing or to correct such violation. For further remedy, the City of Dallas may withhold the certificate of occupancy or final inspection necessary for the lawful use of THE PROPERTY until these restrictions are complied with.

## VII.

The OWNER and any successors, heirs, and assigns of OWNER agree to defend, indemnify, and hold harmless the City of Dallas from and against all claims or liabilities arising out of or in connection with these restrictions.

VIII.

These restrictions are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of OWNER who acquire any interest in any property within THE PROPERTY. Any person who acquires any interest in any portion of THE PROPERTY thereby agrees and covenants to abide by and fully perform the foregoing restrictions and covenants.

IX.

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 herein.

EXECUTED this the 3rd day of August, 1990.

Texas Investments, Ltd.

By: [Signature]  
Arthur Burdorf  
Partner

THE STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES }

BEFORE ME, the undersigned authority, on this day personally appeared Arthur Burdorf, a member of the partnership firm of Texas Investments, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he subscribed the same as the act of Texas Investments, Ltd., a partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of August, 1990.

[Signature]  
Notary Public, State of California  
Rebecca Jewell

My commission expires 9/7/91.

