

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 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 9 day of September, 1999.

Owner:

DFW-Forest and LBJ, L.P., a Texas Limited Partnership

By: DFW Forest and LBJ, Inc., a Delaware corporation, its ~~Manager~~ *general partner*

By: Thomas O. McNeer *for* 1772

Printed Name: Thomas O. McNeer *for*

Title: E.V.P.

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

North American Savings Bank, F.S.B.
Property Lienholder or Mortgagee

By: Keith B. Cox

Printed Name: Keith B. Cox

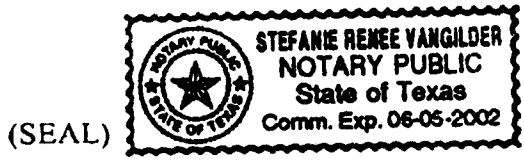
Title: EVP/CFO

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

By: *John Rogers*
Assistant City Attorney

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on this 9 day of September, 1999, by Thomas A. McNearney of DFW Forest and LBJ, Inc., a Delaware corporation as ~~manager~~ general partner of DFW-Forest and LBJ, L.P., a Texas Limited Partnership on behalf of said partnership. *SW*



Stefanie Renee Vangilder
Notary Public

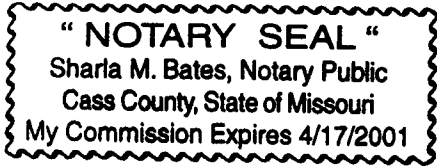
My commission expires: 06-05-2002
(date) *SW*

STATE OF Missouri

COUNTY OF Jackson

This instrument was acknowledged before me on this 9th day of September 1999, by Keith B. Cox, Executive Vice President of North American Savings Bank, F.S.B., MISSOURI corporation, on behalf of said corporation.
(State of corporation)

(SEAL)



My commission expires:

Sharla M. Bates

Notary Public

4/17/2001

(date)

EXHIBIT A

Situated in the City of Dallas, County of Dallas, State of Texas, and being part of Lot 2, Block A/8420 of the Forest LBJ Addition, and addition to the City of Dallas as recorded on Plat Volume 85060, Page 3791 of the Dallas County records of plats also being part of the lands now or formerly owned by DFW-Forest and LBJ, L.P. as recorded in Volume 98028, page 1402 of the Dallas County records of Deeds, being more particularly described as follows:

COMMENCING at the intersection of the Northeast right-of-way of LBJ Freeway (Interstate Highway 635) and the North right-of-way of Forest Lane;

THENCE along the Northerly right-of-way line of said LBJ Freeway, N 52° 24' 44" W, 379.14 feet to a point at the POINT OF BEGINNING for the parcel herein described;

THENCE, continuing along said right-of-way, N 52° 24' 44" W, 205.72 feet to a ½" rebar found, said point being the southwest corner of said Lot 2 of Block A/8420;

THENCE, along the westerly line of said Lot 2, N 00° 15' 01" W, 148.98 feet to a point;

THENCE, N 89° 44' 59" E, 243.25 feet to a point;

THENCE S 51° 28' 02" E, 105.01 feet to a point;

THENCE S 37° 35' 16" W, 265.14 feet to the point of beginning containing 1.3657 acres of land.