

052786

COUNCIL CHAMBER

September 28, 2005

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property located in City Blocks 6538 and B/6537 on Goodnight Lane between Glenda Lane and Merrell Road, which is the subject of Zoning Case No. Z045-241(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. Z045-241(WE).

Section 2. That the deed restrictions in the attached instrument shall 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 Charter of the City of Dallas, Texas, and it is accordingly so resolved.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By

Cora Burgess
Assistant City Attorney

APPROVED BY
CITY COUNCIL

SEP 28 2005

Shirley Gray
City Secretary

APPROVED

Paul Turner
HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

SEN 750-000-000

SUP-00005A

9. Where the property abuts Goodnight Lane, the following uses are prohibited within 490 feet of the west right of way line of Goodnight Lane:

- a. Industrial (outside) potentially incompatible
- b. Livestock auction pens or sheds
- c. Hazardous waste management facility

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

and 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 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.

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EXECUTED at the City of Dallas, Dallas County, this the 25th day of August, 2005.

Brown-Lewisville Railroad Family First, L.P.
Owner

By: [Signature]

Printed Name: Masa Brown

Title: President, BLRR Management, L.L.C.
Its General Partner

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

None
Owner

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR., City Attorney

[Signature]
Assistant City Attorney

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 25th day of August 2005
by Masa Brown, Partner on behalf of Brown-Lewisville Railroad Family First, LP, a partnership

[Signature]
Notary Public

My commission expires: 24 April 2007
(date)

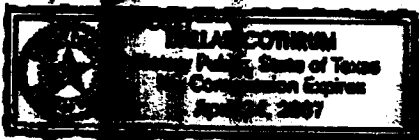


EXHIBIT A

PROPERTY DESCRIPTION

BEING a tract or parcel of land situated in the D.R.S.C. Galloway Survey, Abstract No. 522, in City Block 6538 in the City of Dallas, Dallas County, Texas, and being 16.536 acres of land described in the deed to Brown-Lewisville Railroad Family First, L.P. recorded in Volume 2003 184, Page 00107 in the Dallas County Deed Records, and being 2.273 acres of land described in the deed to Brown-Lewisville Railroad Family First, L.P. recorded in Volume 2003 184, Page 00102 in the Dallas County Deed Records, and being more particularly described as follows:

BEGINNING at a set ½-inch iron rod with yellow plastic cap stamped RPLS 2628 on the west right-of-way line of Goodnight Lane (50' wide right-of-way), said iron rod being South 89° 54' 43" East, 2.16 feet from the southeast corner of Lot 1A, Block A 636 of the "Replat of A. T. Hicks Subdivision & H.L. Lathem Subdivision", an addition to the City of Dallas recorded in Volume 76182 Page 0095 in the Dallas County Map Records;

THENCE South 91° 33' 24" West, 100.04 feet along the west line of Goodnight Lane to a found ½-inch iron rod;

THENCE South 00° 43' 26" West, 201.72 feet along the west line of Goodnight Lane to a found ½-inch iron rod;

THENCE South 89° 56' 26" West, 490.08 feet to a found ½-inch iron rod;

THENCE South 00° 15' 50" West, 300.78 feet along the east side of said 11.7805 acre tract to a found ½-inch iron rod;

THENCE South 89° 43' 43" West, 842.86 feet along the north line of the 16.03 foot wide right-of-way dedicated in the "Austin Addition", an addition to the City of Dallas recorded in Volume 93079, Page 0605 in the Dallas County Map Records, to a set ½-inch iron rod with a yellow plastic cap stamped RPLS 2628;

THENCE North 89° 48' 12" East, 522.09 feet along the west side of said 11.7805 acre tract to a found ½-inch iron rod;

THENCE South 89° 34' 11" East, 50.12 feet to a found ½-inch iron rod;

THENCE South 89° 34' 00" East, 399.85 feet along the common line between City Block 6537 and 6538 to a found ½-inch iron rod;

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ENCE South 88° 13' 12" East, 389.27 feet to a set ½ -inch iron rod with a
low plastic cap stamped RPLS 2628;

ENCE North 89° 56' 26" East, 491.87 feet to the POINT OF BEGINNING, and
containing 15.43 acres of land more or less.

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MASTERPLAN

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