

COUNCIL CHAMBER

April 25, 2007

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with Lot 1B of City Block A/5456, located at the southeast corner of Central Expressway and Park Lane, and containing 33.3171 acres, which is the subject of Zoning Case No. Z067-162; 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:

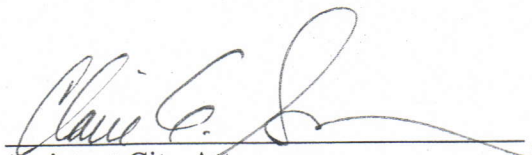
Section 1. That the deed restrictions in the attached instrument are hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property that is the subject of Zoning Case No. Z067-162.

Section 2. That the deed restrictions in the attached instrument must be filed in the Deed Records of Dallas County, Texas.

Section 3. That this resolution takes effect immediately from and after its passage in accordance with the Charter of the City of Dallas, Texas, and it is accordingly so resolved.

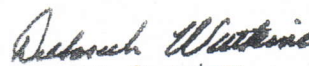
APPROVED AS TO FORM:


THOMAS P. PERKINS, JR., City Attorney

By 
Assistant City Attorney

APPROVED BY
CITY COUNCIL

APR 25 2007


City Secretary

APPROVED  APPROVED _____ APPROVED _____
HEAD OF DEPARTMENT DIRECTOR OF FINANCE CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF DALLAS §

I.

The undersigned, Harvest NPE, L.P. ("the Owner"), is the owner of the following described property ("the Property"), being in particular all of Lot 1B, City Block A/5456, of the NorthPark East Revised addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 5034, page 342 of the Map Records of Dallas, Dallas County Texas.

II.

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

1. The maximum floor area allowed on the property is 2,902,568 sq. ft.

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 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 their 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. For violations of these restrictions that occur after the sale of the Property to a subsequent purchaser, the City shall not seek to enforce these restrictions against a prior owner of the Property.

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 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.

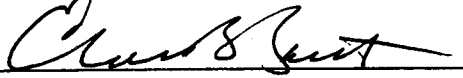
EXECUTED this the 30 day of March TM, 2007.

OWNER:

Harvest NPE, L.P.
a Delaware limited partnership

By: Harvest/NPE GP LLC
A Delaware LLC

Its: General Partner

By: 

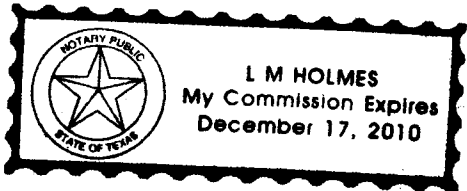
Printed Name: Eliot B Barnett

Title: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 29th day of March, 2007, by **Eliot B. Barnett**, as Manager of Harvest/NPE GP LLC, a Delaware limited liability company, as general partner of **HARVEST/NPE L.P.**, a Delaware limited partnership, who is personally known to me to be the person who signed the foregoing instrument and he acknowledged that the execution thereof was his free act and deed as such manager for the uses and purposes therein expressed, and that the said instrument is the act and deed of said partnership for the uses and purposes therein expressed.

WITNESS my hand and official seal this 29th day of March, 2007.



L M Holmes

Notary Public in and for the State of Texas
My Commission Expires: _____

CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGOR

Bank of America, N.A., a national banking association

Property Lienholder or Mortgagor

By: 

Printed Name: Sergio Reyes

Senior Vice President

Title: _____

APPROVED AS TO FORM:

Tom Perkins, City Attorney

By: 
Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Todd Ruble, Manager of Harvest/NPE GP LLC, a Delaware corporation, as the General Partner of Harvest/NPE, L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

[S E A L]

My Commission Expires:

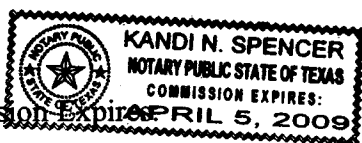
Notary Public - State of Texas

Printed Name of Notary Public

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared SERGIO REYES, the SENIOR VICE PRESIDENT of Bank of America, a national association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

[SEAL]



My Commission Expires April 5, 2009

Kandi N. Spencer
Notary Public - State of Texas
Kandi N. Spencer
Printed Name of Notary Public

EXHIBIT A**Property Description**

Being all of Lot 1B, City Block A/5456, of NorthPark East Revised Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof.

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15517-2 2/7/2007