

Deed Rest
to mu-3 (SAH)

ORD 23563

E/6499

COUNCIL CHAMBER

June 24, 1998

981927

WHEREAS, deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MU-3 (SAH) Mixed Use (Standard Affordable Housing) District which was approved by the City Council on June 24, 1998 on Zoning Case Z978-231/9142-NW(ML) on property on the southeast corner of Technology Boulevard West and Connector Drive; and

WHEREAS, said 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 deed restrictions set forth 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 zoned an MU-3 (SAH) Mixed Use (Standard Affordable Housing) District as described in Ordinance ~~23563~~.

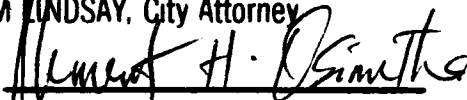
Section 2. That said deed restrictions shall be filed in the Deed Records of Dallas County, Texas.

Section 3. 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:

SAM LINDSAY, City Attorney

By


Assistant City Attorney

**APPROVED BY
CITY COUNCIL**

JUN 24 1998


Acting City Secretary

APPROVED

HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS)
)
 COUNTY OF DALLAS)

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Rosebriar Stemmons II, L.P., a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Eli Marrell Survey, Abstract No. 978, City Block E/6499, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Legacy DTC Limited Partnership by deed dated June 2, 1994, and recorded in Volume 94105, Page 05302, in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes.

II.

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

- (1) The Property shall be restricted to a maximum of 55 multifamily dwelling units per acre.
- (2) The Property shall be restricted to the following maximum Floor Area Ratios:
 - a) Retail and personal service use: 0.5:1
 - b) Any combination of lodging, office, and retail and personal service uses: 0.75:1
 - c) All uses combined: 2.0:1

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 her sole cost and expense before the amendment or termination becomes effective.

V.

These restrictions is 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," 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 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 23 day of JUNE, 1998.

OWNER:

ROSEBRIAR STEMMONS II, L.P.,
a Texas limited partnership

By: ROSEBRIAR PROPERTIES, INC.,
a Texas corporation,
General Partner

By: 

Robert V. Dorazil, President

CONSENT AND CONCURRENCE OF LIENHOLDER:

N/A

Property Lienholder

By: _____

Title: _____

APPROVED AS TO FORM:

SAM A. LINDSAY, City Attorney

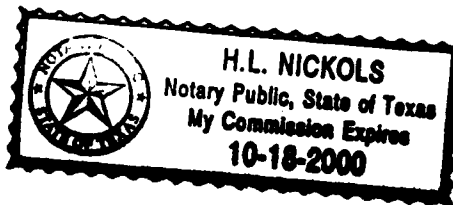
By: [Signature]
Assistant City Attorney

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on ^{June 9th} 23, 1998 by Robert V. Dorazil, President of Rosebriar Properties, Inc., a Texas corporation, on behalf of said corporation, general partner on behalf of Rosebriar Stemmons II, L.P., a Texas Limited Partnership.

[Signature]
(Signature of notary and notary stamp)



⚠ Description of a 14.993 acre tract of land situated in the Eu Merrell Survey, Abstract No. 978, and the Benjamin Merrell Survey, Abstract No. 932 Dallas County Texas, said tract being located in City of Dallas Block E/6499, and being part of Dallas Technology Center, an addition to the City of Dallas, Texas, recorded in Volume 85199 Page 3322, Deed Records, Dallas County, Texas, said tract being Tract 1, Parcel 1, and Tract 2 Parcel 2, as described in a Warranty Deed from Mary Kay to Bank One Texas, NA recorded in Volume 91178, Page 1375, Deed Records, Dallas County, Texas, said 14.993 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "AM Hall" cap found for corner at the easterly end of a corner chip at the intersection of the south right-of-way line of Connector Drive (56 foot right-of-way) and the east right-of-way line of Technology Boulevard West 156 foot right of way,

THENCE, South 41 degrees 37 minutes, 58 seconds East, with said south line of Connector Drive, a distance of 3730 feet to a 1/2-inch iron rod found at the beginning of a curve to the left whose center bears North 48 degrees, 22 minutes 02 seconds East a distance of 258.00 feet from said point,

THENCE, in a southeasterly direction, continuing with said south line of Connector Drive, along said curve to the left, through a central angle of 48 degrees, 22 minutes, 02 seconds, an arc distance of 21750 feet to a 5/8-inch iron rod with "BM" cap found at the end of said curve,

THENCE, East, continuing with said south line of Connector Drive, a distance of 412.75 feet to a 1/2-inch iron rod with "AM Hall" cap found for corner,

THENCE, South, a distance of 968.16 feet to a 1/2-inch iron rod with "AM Hall" cap found for corner, said point being in the north line of said Technology Boulevard West, said point also being in a curve to the right whose center bears North 20 degrees, 03 minutes, 56 seconds East, a distance of 972.00 feet from said point;

THENCE, in a northwesterly direction, with said north line of Technology Boulevard West along said curve to the right, through a central angle of 07 degrees, 51 minutes, 17 seconds, an arc distance of 13325 feet to a 5/8-inch IR with "BM" cap found at the end of said curve,

THENCE North 62 degrees 04 minutes 47 seconds West continuing with said north line of Technology Boulevard West, a distance of 55151 feet to a point for corner said point being in a curve to the right whose center bears North 27 degrees, 55 minutes 13 seconds East, a distance of 532.00 feet from said point

THENCE in a northwesterly direction, continuing with said north line of Technology Boulevard West, along said curve to the right through a central angle of 54 degrees, 04 minutes, 18 seconds, an arc distance of 50206 feet to a 5/8-inch iron rod found at the end of said curve, said point being the beginning of a curve to the right whose center bears North 81 degrees, 59 minutes, 31 seconds East, a distance of 272.00 feet from said point,

THENCE, in a northwesterly and northeasterly direction continuing with said north line and said east line of Technology Boulevard West along said curve to the right, through a central angle of 56 degrees, 22 minutes, 31 seconds an arc distance of 26753 feet to a 5/8 inch iron rod with "BM" cap found at the end of said curve

THENCE, North 48 degrees 22 minutes 02 seconds East, continuing with said east line of Technology Boulevard West, a distance of 20153 feet to a 1/2 inch iron rod with "AM Hall" cap found at the west end of said corner chip

THENCE, South 86 degrees, 37 minutes, 28 seconds East, with said corner chip a distance of 14.14 feet to the POINT OF BEGINNING,

CONTAINING, 653,097 square feet or 14.993 acres of land, more or less

SURVEYOR'S CERTIFICATE.