

February 9, 1994

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a CR Community Retail District which was approved by the City Council on January 12, 1994, on Zoning Case #Z934-120/9557-N on property at the northwest corner of Northwest Highway and Mixon 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 a CR Community Retail District as described in Ordinance No. 21947.

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 *[Signature]*  
Assistant City Attorney

APPROVED *[Signature]* APPROVED \_\_\_\_\_ APPROVED \_\_\_\_\_  
HEAD OF DEPARTMENT DIRECTOR OF FINANCE CITY MANAGER

DEED RESTRICTIONS

THE STATE OF MINNESOTA        )  
  )  
COUNTY OF HENNEPIN            )    KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Dayton Hudson Corporation, a Minnesota corporation, ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land in City Block 5087, City of Dallas ("City"), Dallas County, Texas, and being part of that same tract of land conveyed to Dayton Hudson Corporation by Sam Ventura, by deed dated January 26, 1994, and recorded in Volume 94016, Page 5041, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEING a tract of land in City Block 5087 in the Wm. C. Trimble Survey, Abstract No. 1484, in the City of Dallas, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point on the southwesterly end of a corner clip at the intersection of the north line of Northwest Highway and the west line of Mixon Drive;

THENCE N 35°44'30" E along said corner clip, a distance of 15.77 feet to the POINT OF BEGINNING;

THENCE N 22°18'14" W, a distance of 203.64 feet to a point for corner at the beginning of a curve to the left whose chord bears N 36°16'40" E, having a central angle of 16°00'00", and a radius of 1,424.33 feet;

THENCE in a northwesterly direction along said curve to the left, a distance of 398.09 feet to a point for corner on the common line between City Blocks 5086 and 5087;

THENCE S 89°46'15" E along said common block line, a distance of 397.66 feet to a point for corner on the west line of Mixon Drive;

THENCE S 00°07'00" W along the west line of Mixon Drive, a distance of 388.87 feet to a point for corner on the most northeasterly end of a corner clip at the northwest corner of Northwest Highway and Mixon Drive;

THENCE S 35°44'30" W along said corner clip, a distance of 145.17 feet to the POINT OF BEGINNING, and containing 2.3834 acres of land.

II.

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

1. So long as the predominant use of the Property is for a general merchandise store or a food store, and prior to the issuance of a Certificate of Occupancy, the property owner must install and maintain a six foot high solid screening fence along the eastern boundary of the "Property," beginning 30 feet south of the northeast corner of the Property and continuing 425 feet south, with a break for any driveways on the Property providing ingress and egress to Mixon Drive, and provide a landscape buffer east of that fence, composed of a ten foot wide strip on the Property.
2. So long as the predominant use of the Property is for a general merchandise store or a food store, truck deliveries are to be normally allowed on the Property between the hours of 7:00 a.m. and 6:00 p.m.
3. So long as the predominant use of the Property is for a general merchandise store or a food store, and prior to the issuance of a Certificate of Occupancy, the property owner must install and maintain a traffic control sign at any driveway on the Property providing ingress and egress to Mixon Drive, that reads as follows:

"Entrance limited to employee  
automobiles and delivery vehicles,"

so long as all of the three existing full access median cuts in Northwest Highway at or east of Marsh Lane and at or west of Mixon Drive providing access to property north of Northwest Highway are open to and usable by vehicles traveling on Northwest Highway.

### 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 otherwise amended or terminated in the manner specified in this document.

IV.

These restrictions also 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 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 City's acceptance of, or the enforcement of these restrictions.

VIII.

The provisions of this document are hereby declared covenants running with the land and are fully binding on all successors 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 invalidation of any provision in this document by any court shall in no way effect any other provision, which shall remain in full force and effect, and to this end of the provisions are declared to be severable.

EXECUTED at the City of Minneapolis, Hennepin County, Minnesota, on the 7th day of February, 1994.

DAYTON HUDSON CORPORATION

By: Bob McMahon

Bob McMahon  
Sr. Vice President  
Target Stores

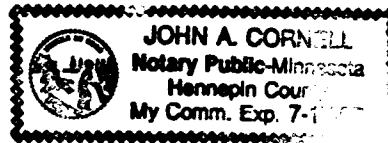
Approved as to form:  
SAM LINDSAY, City Attorney

By Heather Fernandez  
Assistant City Attorney

STATE OF MINNESOTA            )  
  )    SS  
COUNTY OF HENNEPIN         )

On this 7th day of February, 1994, before me, a Notary Public within and for said County, personally appeared Bob McMahon, to me personally known, who, being first by me duly sworn, did say that he is the Senior Vice President, Target Stores, and an authorized signatory of Dayton Hudson Corporation, a Minnesota corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and Bob McMahon acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public



**SECRETARY'S CERTIFICATE**

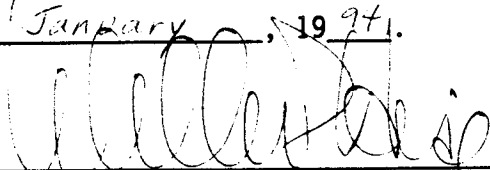
The undersigned, the duly elected Assistant Secretary of Dayton Hudson Corporation, a Minnesota corporation, hereby certifies that the following is a true and correct excerpt from the By-Laws of the Corporation and that as of the date hereof the same remains in full force and effect:

Section 6.01. Execution of Instruments

All contracts, deeds, mortgages, notes, checks, conveyances, releases of mortgages and other instruments shall be signed on behalf of the Corporation: by the Chairman of the Board, the President, the Chairman of the Executive Committee or any Vice President, and by the Secretary or an Assistant Secretary; or by such other person or persons as may be designated or authorized from time to time by the Board or by the Chief Executive Officer of the Corporation.

The undersigned further certifies that on August 12, 1991, Edward J. Bierman was authorized to execute documents on behalf of the Corporation pursuant to the Corporate Signature Authorization for Target Stores attached hereto and that as of the date hereof such Authorization remains in full force and effect.

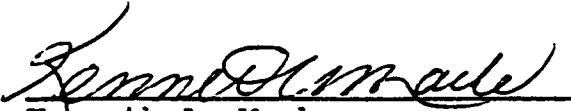
Certified this 26th day of January, 1994.

  
\_\_\_\_\_  
William P. Hise  
Assistant Secretary

Corporate Signature Authorization  
for Target Stores,  
a division of Dayton Hudson Corporation

Pursuant to Section 6.01 of the By-Laws of Dayton Hudson Corporation, as amended through January 1, 1984, I, Kenneth A. Macke, Chief Executive Officer of Dayton Hudson Corporation, hereby designate and authorize Edward J. Bierman as an authorized signatory for Dayton Hudson Corporation to sign contracts, deeds, mortgages, options, notes, checks, conveyances, releases of mortgages and other instruments, including those affecting the title to real property which relate to Target Stores Division of Dayton Hudson Corporation. This authorization shall continue in full force and effect until revoked or cancelled either by action of the Board of Directors or by the Chief Executive Officer of the Corporation, or an amendment to the Articles or By-Laws of Dayton Hudson Corporation specifically revoking the authorization or upon the cessation of Signatory's employment at Target Stores. Any authorization of Edward J. Bierman as a signatory, other than contained herein, is revoked and cancelled.

Dated: 8/12/91

  
Kenneth A. Macke  
Chief Executive Officer