

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an IR Industrial Research District which was approved by the City Council on October 11, 1995, on Zoning Case #Z945-257/9893-N on property on the northeast side of John W. Carpenter Freeway, southeast of Empire Central 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 IR Industrial Research District as described in Ordinance 22575

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 John Rozers  
Assistant City Attorney

**APPROVED BY  
CITY COUNCIL**

OCT 11 1995

Robert T. Brown  
City Secretary

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

DEED RESTRICTIONS

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

## I.

The undersigned, SELWIN BELOFSKY (the "Owner"), is the owner of the following described property (the "Property"), being in particular a part of City Block E-3/7940 of Empire Central Addition, an Addition to the City of Dallas, Dallas County, Texas, recorded in Volume 34, Page 203 of the Map Records of Dallas County, Texas, and said parcel being more particularly described as follows:

BEGINNING at a cross found for corner in the Northeast right of way line of John W. Carpenter Freeway (State Highway 183 - a variable width right of way); said point being the South corner of that same tract of land described in deed to the State of Texas, recorded in Volume 5038, Page 463 of the Deed Records of Dallas County, Texas, and being South 51 degrees 51 minutes 00 seconds East, 217.00 feet from the Southernmost corner of a corner cut-off line at the present intersection of the Northeast line of John W. Carpenter Freeway with the Southeast right of way line of Empire Central (a 140 foot right of way);

THENCE North 38 degrees 09 minutes 00 seconds East, 379.60 feet along the Southeast line of said State of Texas property to a 1/2 inch iron rod found for corner in the Southwest line of Tract 2, Block E-2/7940 of A Revision of Block E-2/7940 of Empire Central Addition, recorded in Volume 68009, Page 0903 of the Deed Records of Dallas county, Texas;

THENCE South 51 degrees 51 minutes 00 seconds East, 398.00 feet along the Southwest line of said Tract 2 to a 1/2 inch rod found at the North corner of that same tract of land described in deed to Business Micrographics, recorded in Volume 93163, Page 2975 of the Deed Records of Dallas County, Texas;

THENCE South 38 degrees 09 minutes 00 seconds West, 379.60 feet along the Northwest line of said Business Micrographics property to a

cross found for corner in the Northeast line of John W. Carpenter Freeway;

THENCE North 51 degrees 51 minutes 00 seconds West, 398.00 feet along the Northeast line of John W. Carpenter Freeway to the POINT OF BEGINNING and containing 151,080.80 square feet or 3.4683 acres of land, more or less.

## II.

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

The only uses permitted on the Property are:

- (a) Any uses that are permitted in a Mixed Use - 3 ("MU-3") zoning district; and
- (b) Vehicle display, sales and service uses.

The following uses are not permitted on the Property:

- (a) Vehicle or engine repair or maintenance.

## 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 hearing 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 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 against the Property, other than liens for ad valorem taxes and the liens held by the lienholder or mortgagee 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 at the City of Dallas, Dallas County, Texas, on this the 5<sup>th</sup> day of October, 1995.

OWNER:

  
 \_\_\_\_\_  
 SELWIN BELOFSKY

CONSENT AND CONCURRENCE OF  
 LIENHOLDER OR MORTGAGEE:

BANK ONE, TEXAS, NATIONAL  
 ASSOCIATION

By:   
 \_\_\_\_\_  
 Name: BRUCE P. THOMSON  
 Title: ASSISTANT VICE PRESIDENT

APPROVED AS TO FORM:  
SAM A. LINDSAY, CITY ATTORNEY

By: *John Rogers*  
Assistant City Attorney

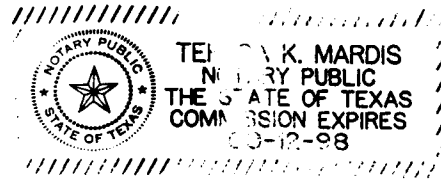
THE STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5 day of October, 1995, by SELWIN BELOFSKY.

My Commission Expires:  
09-12-98

*Teresa K. Mardis*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
Teresa K. Mardis  
Print or Type Name of Notary

THE STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §



This instrument was acknowledged before me on the 5 day of October, 1995, by Bruce Thomson, Assistant V.P. of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, on behalf of such banking association.

My Commission Expires:  
09-12-98

*Teresa K. Mardis*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
Teresa K. Mardis  
Print or Type Name of Notary

DEED RESTRICTIONS - Page 5

