

COUNCIL CHAMBER

12-8-03

WHEREAS, the deed restrictions and avigation easement in the attached instrument have been volunteered in connection with the property located on the southeast line of Stutz Road, beginning at a point approximately 607.15 feet northeast of the northeast line of Forest Park Road, which is the subject of Zoning Case No. Z023-301/12005; 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 and avigation easement 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. Z023-301/12005.

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:

MADELEINE B. JOHNSON, City Attorney

By John F. Kumbeneo
Assistant City Attorney

APPROVED BY
CITY COUNCIL

DEC 08 2003

Shirley Geff
City Secretary

Passed DEC 08 2003

APPROVED [Signature]
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

GRANTOR does hereby waive, release, quitclaim and forever hold harmless GRANTEE, and its respective successors assigns, officers, agents and employees from any and all claims for damages of any kind that GRANTOR might hereafter assert by reason of the passage of any and all aircraft and related effects as described above. By execution of this Avigation Easement, Release, Indemnification, and Disclosure Agreement, GRANTOR agrees not to file a claim or lawsuit against GRANTEE, its successors and assigns, officers, agents and employees, and agrees to indemnify and hold harmless GRANTEES, the Board, their successors and assigns, and their officers, agents and employees, against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by the operation of aircraft landing at or taking off from, or operation at or on the Love Field Airport as it is now or as it may hereafter be configured, or any other airport owned by the GRANTEE, except that the indemnity and release provided for in this paragraph shall not be construed to release the owners or operators of aircraft from liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, vibration, fumes, dust and lubricant particles.

GRANTOR, their heirs, successors and assigns, hereby agrees that they have an affirmative duty at the time of offering for sale all or any portion of the Property to disclose the existence of this instrument and avigation easement on the Property to prospective purchasers by means of a sales listing sheet, whether the sale is listed by GRANTOR or by a licensed agent. Further, GRANTOR specially agrees that the execution by the GRANTEE of any assignment or assignments of the terms of this Avigation Easement, Release, Indemnification, and Disclosure Agreement to any other municipal corporation or public agency shall extend the terms hereof to any such assignee without extinguishment of its terms, and it is agreed that this Avigation Easement, Release, Indemnification, and Disclosure Agreement shall be binding upon GRANTOR, their heirs and assigns, and to any and all successors in interest to all or any portion of the Property.

This Avigation Easement, Release, Indemnification, and Disclosure Agreement shall be binding upon GRANTOR, their successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land, same to be recorded in the Deed Records of the county in which the Property is situated.

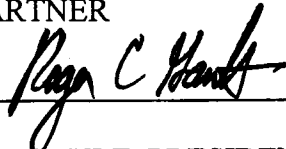
TO HAVE AND TO HOLD said Avigation Easement, Release, Indemnification, and Disclosure Agreement and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until said Love Field Airport or successor airports shall be abandoned and shall cease to be used for public airport purposes, and GRANTOR does hereby bind itself, its heirs, successors and assigns to WARRANT AND FOREVER DEFEND all singular this Avigation Easement, Release, Indemnification and Disclosure Agreement unto GRANTEE, and its respective successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 3rd day of October, 2003.

GRANTORS:

FARRELL & GAULT GENERAL
PARTNERSHIP

By: GAULT COMPANY,
PARTNER

By: 

ROGER C. GAULT, PRESIDENT

By: FARRELL INTERESTS, INC.,
PARTNER

By: 

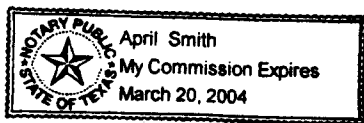
RICHARD FARRELL, PRESIDENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 3rd day of November 2003, by ROGER C. GAULT, PRESIDENT of GAULT COMPANY, PARTNER of FARRELL & GAULT GENERAL PARTNERSHIP, a TEXAS GENERAL PARTNERSHIP, on behalf of said GENERAL PARTNERSHIP.

(SEAL)



April Smith

Notary Public

My commission expires:

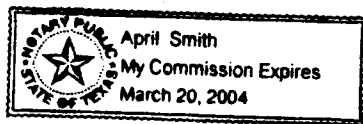
3.20.04
(date)

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 3rd day of November 2003, by RICHARD FARRELL, PRESIDENT of FARRELL INTERESTS, INC., PARTNER of FARRELL & GAULT GENERAL PARTNERSHIP, a TEXAS GENERAL PARTNERSHIP, on behalf on said GENERAL PARTNERSHIP.

(SEAL)



April Smith

Notary Public

My commission expires:

3.20.04
(date)

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

LIBERTY FEDERAL SAVINGS
BANK

a Federally chartered savings bank
Property Lienholder or Mortgagee

By: Jon W. Stephenson

Printed Name: Jon W. Stephenson

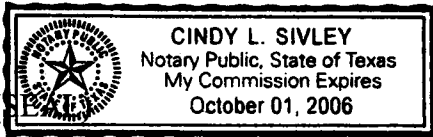
Title: Senior Vice President

APPROVED AS TO FORM:
MADELEINE JOHNSON, City Attorney

By: John F. Maubanago
Assistant City Attorney

STATE OF TEXAS
COUNTY OF Collin

This instrument was acknowledged before me on this 8th day of December, 2003 by Jon W. Stephenson as Senior Vice President of Liberty Federal Savings Bank, a federally chartered savings bank.



Cindy L. Sivley

Notary Public

My commission expires: October 01, 2006

EXHIBIT A

BEING all of Lot 19 in City Block D/2371 in the Miles Bennett Survey, Abstract No. 52, in the City of Dallas, Dallas County, Texas, said lot fronting 100.00 feet on the southeast line of Stutz Road, beginning at a point 607.15 feet northeast of the northeast line of Forest Park Road, and containing 27,200 square feet of land.