

COUNCIL CHAMBER

June 28, 2006

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property located in City Block B/5710 at the north corner of Inwood Road and Maple Avenue, which is the subject of Zoning Case No. Z056-215(DW); 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 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. Z056-215(DW).

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:

THOMAS P. PERKINS, JR., City Attorney

By Cady Burgess
Assistant City Attorney

APPROVED BY
CITY COUNCIL

JUN 28 2006

Deborah Watkins
City Secretary

APPROVED Paul [Signature] APPROVED
HEAD OF DEPARTMENT DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF Dallas)

I.

The undersigned, Maplewood Business Park, Ltd. , 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 Miles Bennet Survey, Abstract No. 52 , City Block B/5710 of Maple Lawn Terrace , City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Maplewood Ltd , by deed dated January 25, 1996 , and recorded in Volume, 96018 Page 798, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Being more particularly described in Exhibit A.

II.

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

A nonconforming alcoholic beverage establishment ("bar") is prohibited if any of the following circumstances occur:

The bar ceases daily operations for more than 30 consecutive business days.

There is any change in the bar which requires the issuance of a new certificate of occupancy for the space occupied by the nonconforming bar.

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 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 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 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, 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 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 this the 28th day of June, 2006

Owner Maplewood Business Park, Ltd.

By: 
Printed Name: Sam
Title: President Agent for Maplewood Business Park

CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

By:
Printed Name:
Title:

APPROVED AS TO FORM:
TOM PERKINS, City Attorney

By: 
Assistant City Attorney

Signature block if the owner is a partnership.

Maplewood Business Park, Ltd.

By: *[Signature]*
Saul Waranch, Registered Agent

Form of acknowledgment if the owner is a partnership

State of Texas

County of Dallas

This instrument was acknowledged before me on 6/28/2006 (date of *June 28, 2006* acknowledgment) by Saul Waranch (name of person who signed the deed restrictions), partner, on behalf of Maplewood Business Park, Ltd. (name of partnership), a partnership.

(Notary's stamp here)

IRINA Dimov (Notary's signature)

Notary Public in and for
the State of Texas

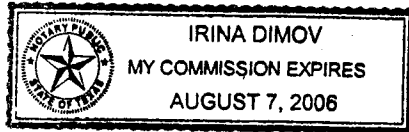


Exhibit A

2056-215-CLOSES REC

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS MAPLEWOOD BUSINESS PARK, LTD., is owner of all that certain lot, tract or parcel of land located in the MILES BENNET SURVEY, ABSTRACT 52, Dallas County, Texas, and being all of Lot 2 and a part of Lots 1, 3, 6 and 7, Block B/5710, of MAPLE LAWN TERRACE, an addition to the City of Dallas, Dallas County, Texas, according to the revised map thereof recorded in Volume 4, Page 1, Deed Records, Dallas County, Texas, the herein described property is comprised of the following three tracts of land, being all of the land described in deed to Maplewood Business Park, Ltd., filed for record April 17, 1992, recorded in Volume 92076, Page 4024, Deed Records, Dallas County, Texas, and being all of the land described in to MAPLEWOOD LIMITED, a Texas limited partnership, filed for record March 11, 1993, recorded in Volume 93049, Page 0983, Deed Records, Dallas County, Texas, and being all of the land described in deed to Maplewood Business Park, Ltd., filed for record January 25, 1996, recorded in Volume 96018, Page 798, Deed Records, Dallas County, Texas, said tracts being more particularly described as follows:

BEGINNING at a "X" cut in concrete found for corner at the intersection of the Northwest line of Inwood Road, a public right-of-way with the Northeast line of Maple Avenue, a public right-of-way;

THENCE North 45 degrees 10 minutes 57 seconds West, along said Northeast line of Maple Avenue, a distance of 467.32 feet to a 5/8-inch diameter iron rod found for corner;

THENCE North 43 degrees 44 minutes 33 seconds East, along the Southeasterly line of a called 5.7755 acre tract of land described in deed to John J. Tomalino, recorded in Volume 82033, Page 2109, Deed Records, Dallas County, Texas, a distance of 186.62 feet to a 5/8-inch diameter iron rod found for corner;

THENCE North 39 degrees 43 minutes 11 seconds East, a distance of 20.04 feet to a 1/2-inch diameter iron rod found at the West corner of a called 0.9028 acre tract of land described in deed to Nancy H. Feaster, recorded in Volume 2004138, Page 7469, Deed Records, Dallas County, Texas;

THENCE South 54 degrees 43 minutes 06 seconds East, departing said Tomalino tract, a distance of 143.19 feet passing a 1/2-inch diameter iron rod found, continuing a total distance of 181.07 feet to a 5/8-inch iron rod found at the South corner of said Feaster tract;

THENCE North 45 degrees 49 minutes 51 seconds East, along the Southeast line of said Feaster tract, a distance of 38.12 feet to a P.K. Nail found for corner, said point being the West corner of a tract of land described in deed to Dennis W. Ake, recorded in Volume 99135, Page 3887, Deed Records, Dallas County, Texas;

THENCE South 40 degrees 09 minutes 58 seconds East, departing said Feaster tract, a distance of 48.07 feet to a 1/2-inch diameter iron rod found for corner;

THENCE North 45 degrees 49 minutes 51 seconds East, a distance of 5.02 feet to a 1/2-inch diameter iron rod found for corner;

THENCE South 43 degrees 51 minutes 27 seconds East, a distance of 86.93 feet to a 1/2-inch diameter iron rod found for corner;

THENCE North 43 degrees 05 minutes 34 seconds East, a distance of 147.01 feet to a 1/2-inch diameter iron rod found for corner in the Southwest line of Sadler Circle, a public right-of-way;

THENCE South 44 degrees 41 minutes 54 seconds East, a distance of 161.89 feet to an "X" cut in concrete found at the East corner of said Lot 1, Block B/5710, said point being the intersection of the said Southwest line of Sadler Circle and the Northwest line of Inwood Road;

THENCE South 45 degrees 07 minutes 36 seconds West, along said Northwest line of Inwood Road, a distance of 71 .01 feet to an "X" cut in concrete found for corner;

THENCE North 44 degrees 58 minutes 34 seconds West, continuing along said Northwest line of Inwood Road, a distance of 1.98 feet to an "X" cut in concrete found for corner;

THENCE South 45 degrees 07 minutes 36 seconds West, a distance of 347.13 feet to the POINT OF BEGINNING and CONTAINING 142,839 square foot or 3.2781 acres of land, more or less.