

Deed Rest
mu-3

A/6061
#6061

COUNCIL CHAMBER
June 24, 1998

981928

WHEREAS, deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MU-3 Mixed Use District which was approved by the City Council on June 24, 1998 on Zoning Case Z978-232/10566-NW(ML) on property on the southwest side of Harry Hines Boulevard, northwest of Mockingbird Lane; 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 Mixed Use District as described in Ordinance 23564.

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 BY
CITY COUNCIL

JUN 24 1998

Shirley Grey
Acting City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *Clement H. Smith*
Assistant City Attorney

APPROVED *Channing Bell*
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, Vantex Enterprises, Inc., a Texas corporation ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Eli Chandler Survey, Abstract No. 356, City Block 6061, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Vanson Development Corporation, and Vanson Development Corporation, J.W. Vandevener and E. J. Chupik, by deeds dated April 6, 1998, and April 10, 1998, respectively, and recorded in Volume 98092, Page 03846, and Volume 98070, Page 04766, respectively, 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 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," 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.

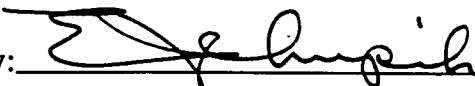
XII.

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 24th day of ~~May~~ ^{June}, 1998.

OWNER:

VANTEX ENTERPRISES, INC.,
a Texas corporation

By: 
E. J. Chupik, President

CONSENT AND CONCURRENCE OF
LIENHOLDER:

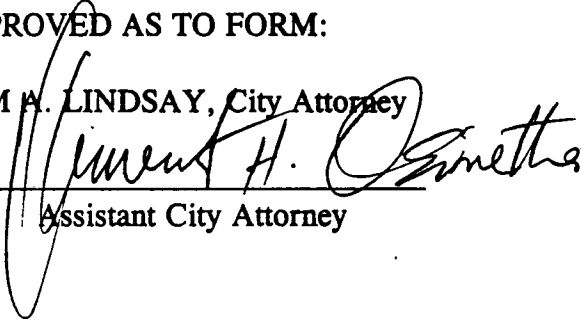
N/A
Property Lienholder

By: _____

Title: _____

APPROVED AS TO FORM:

SAM A. LINDSAY, City Attorney

By: 
Assistant City Attorney

Revised 4/18/94

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on June 24, 1998 by E. J. Chupik,
President of Vantex Enterprises, Inc., a Texas corporation, on behalf of said corporation.

Dianna L. Everly
(Signature of notary and notary stamp)



EXHIBIT A

FIELD NOTE DESCRIPTION

BEING a 7.094 acre tract of land situated in the Eli Chandler Survey, Abstract No. 356, City of Dallas Block No. 6061, Dallas County, Texas, and being all of those certain tracts of land described by deed as Tract II and Tract III, recorded in Volume 91006, Page 4253, Deed Records of Dallas County, Texas, (DRDCT), said 7.094 acre tract of land being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the southwesterly right-of-way line of Harry Hines Boulevard (a variable width right-of-way) and being the northeast corner of that called 4.9036 acre tract of land described by deed recorded in Volume 86201, Page 1816, DRDCT;

THENCE South $47^{\circ}34'31''$ East along said southwesterly right-of-way line, a distance of 481.11 feet to a 1/2-inch iron rod with cap stamped "RLG" found for the northeast corner of said Tract III same being the most northerly northwest corner of that certain tract of land described by deed as Tract I, recorded in Volume 91006, Page 4253, DRDCT;

THENCE South $42^{\circ}24'00''$ West along the common line of said Tract I and said Tract III, at a distance of 86.00 feet passing the south corner of said Tract III, continuing in all for a total distance of 202.40 feet to a 1/2-inch iron rod with cap stamped "RLG" found for corner;

THENCE South $87^{\circ}24'00''$ West along a northerly line of said Tract I, a distance of 226.02 feet to a 1/2-inch iron rod with cap stamped "RLG" found for corner;

THENCE North $46^{\circ}32'36''$ West continuing along a northerly line of said Tract I, a distance of 72.14 feet to an axle found for the most westerly northwest corner of said Tract I;

THENCE South $39^{\circ}55'12''$ West along the northwesterly line of said Tract I at a distance of 255.08 feet passing the most westerly corner of said Tract I same being the most northerly northwest corner of Lot 1, Block A/6061 of VANTEX ADDITION No. 3 and addition to the City of Dallas described by plat recorded in Volume 75073, Page 2286, DRDCT continuing along the northwest line of said Lot 1 in all for a total distance of 419.01 feet to a 1/2-inch iron rod with cap stamped "RLG" found for the most westerly northwest corner of said Lot 1;

THENCE South $03^{\circ}09'47''$ East along the west line of said Lot 1, a distance of 235.85 feet to chiseled "x" found for corner in the northerly right-of-way line of Mockingbird Lane (a 100-foot right-of-way);

THENCE along said northerly right-of-way line the following:

South $84^{\circ}19'14''$ West, a distance of 28.10 feet to a chiseled "x" found for the point of curvature of a curve to the right having a radius of 856.32 feet;

Southwesterly with said curve to the right through a central angle of $05^{\circ}50'10''$ for an arc distance of 87.22 feet, a chord bearing of South $87^{\circ}14'19''$ West and a chord distance of 87.19 feet to a chiseled "x" found for the point of tangency;

North $89^{\circ}50'36''$ West, a distance of 84.64 feet to a 1/2-inch iron rod with cap stamped "NDM 2609" found for corner;

THENCE North $00^{\circ}19'03''$ East at a distance of 19.27 feet passing a 1/2-inch iron rod with cap stamped "RLG" found for the southeast corner of that called 10.2147 acre tract of land corner described by deed recorded in Volume 91252, Page 2434, continuing along the east line of said 10.2147 acre tract of land for a total distance of 550.62 feet to 5/8-inch iron rod found for the most southerly northeast corner of said 10.2147 acre tract of land and being in the south line of the aforementioned 4.9036 acre tract of land;

THENCE South $89^{\circ}28'10''$ East along the south line of said 4.9036 acre tract of land, a distance of 225.89 feet to a 1/2-inch iron rod found for the southeast corner of said 4.9036 acre tract of land;

THENCE North $32^{\circ}27'48''$ East along the southeasterly line of said 4.9036 acre tract of land, a distance of 533.04 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 309,025 square feet or 7.094 acres of land.