

BK J/5296

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a P(A) Parking District which was approved by the City Council on November 12, 1997, on Zoning Case No. Z967-271/1147-NE(KC) on property at the north corner of Angora Street and Ocalla Street; 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 P(A) Parking District as described in Ordinance 23359.

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

DEC 10 1997

Robert Horn
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *Aleandra Hernandez*
Assistant City Attorney

APPROVED

HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS §
 COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

I.

The undersigned, LARRY D. SMITH, an individual resident of Dallas County, Texas (the "Owner"), is the owner of that certain specific tract of real property (the "Property"), being Lot 3, Block J/5296 in the Broadvu No. 3 Addition to the City of Dallas (the "City"), Dallas County, Texas, according to the Map thereof recorded in Volume 6, Page 85, Map Records, Dallas County, Texas, and being that same tract of land conveyed to LARRY D. SMITH by JACK A. MATTHEW and wife, ESTER MATTHEW, by deed dated February 6, 1997, and recorded in Volume 97029, Page 00190, in the Deed Records of Dallas County, Texas, commonly known as 9003 Angora Street, Dallas, Texas, and more particularly described in EXHIBIT "A".

II.

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

Prior to the issuance of a *Certificate of Occupancy*, screening and lighting shall be provided and maintained on the Property as shown on the *Site Plan* attached hereto as EXHIBIT "B".

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, "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.

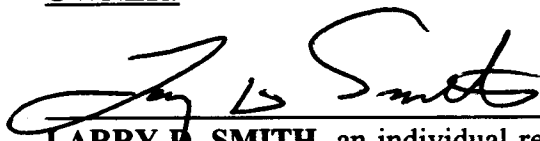
The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagors or lienholders subscribed below.

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 2nd day of December, 1997


OWNER:



 LARRY D. SMITH, an individual resident
 of Dallas County, Texas

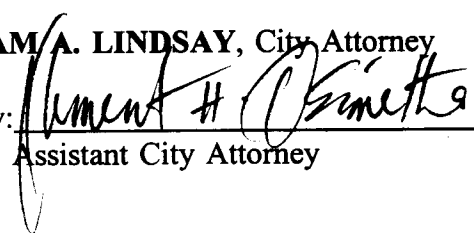
CONSENT AND CONCURRENCE OF LIENHOLDER:

FIDELITY BANK
 NATIONAL ASSOCIATION

By: 

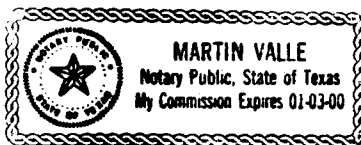
 Print Name: DAVID B. LEWIS
 Title: Vice-president

APPROVED AS TO FORM:

SAM A. LINDSAY, City Attorney
 By: 

 Assistant City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §



This instrument was acknowledged before me on the 2nd day of December, 1997, by LARRY D. SMITH.

My commission expires:
01-03-00

Martin Valle
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §



This instrument was acknowledged before me on the 3 day of December, 1997, by Linda M Collins David Travis Vice President of FIDELITY BANK NATIONAL ASSOCIATION, on behalf of said bank.

My commission expires:
9/2/2001

Linda M Collins
Notary Public in and for the State of Texas

EXHIBIT "A"LEGAL DESCRIPTION

Being Lot 3, Block J/5296, Broadvu No. 3 Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 6, Page 85, Map Records, Dallas County, Texas and being more particularly described as follows:

Beginning at a 1/2 inch dia. iron rod found for corner at the intersection of the Northeast line of Ocalla Street (a 45 foot public right-of-way) and the Northwest line of a 15 foot public right-of-way, said point being the West corner of said Lot 3;

Thence North 45 deg. 00 min. 00 sec. East, along the Northwest line of said alley, a distance of 55.00 feet to a 1/2 inch dia. iron rod found for corner;

Thence South 45 deg. 00 min. 00 sec. East, along the common line of Lot 2 and Lot 3, Block J/5296 of said Addition, a distance of 150.00 feet to a 1/2 inch dia. iron rod set for corner in the North west line of Angora Street (a 50 foot public right-of-way);

Thence South 45 deg. 00 min. 00 sec. West, along the Northwest line of said Angora Street, a distance of 40.00 feet to a 1/2 inch dia. iron rod set for corner at the beginning of a curve to the right having a central angle of 90 deg. 00 min. 00 sec. and a radius of 15.00 feet;

Thence in a Westerly direction, along said curve to the right, leaving the Northwest line of said Angora Street, an arc distance of 23.56 feet to a 1/2 inch dia. iron rod set for corner in the Northeast line of said Ocalla Street;

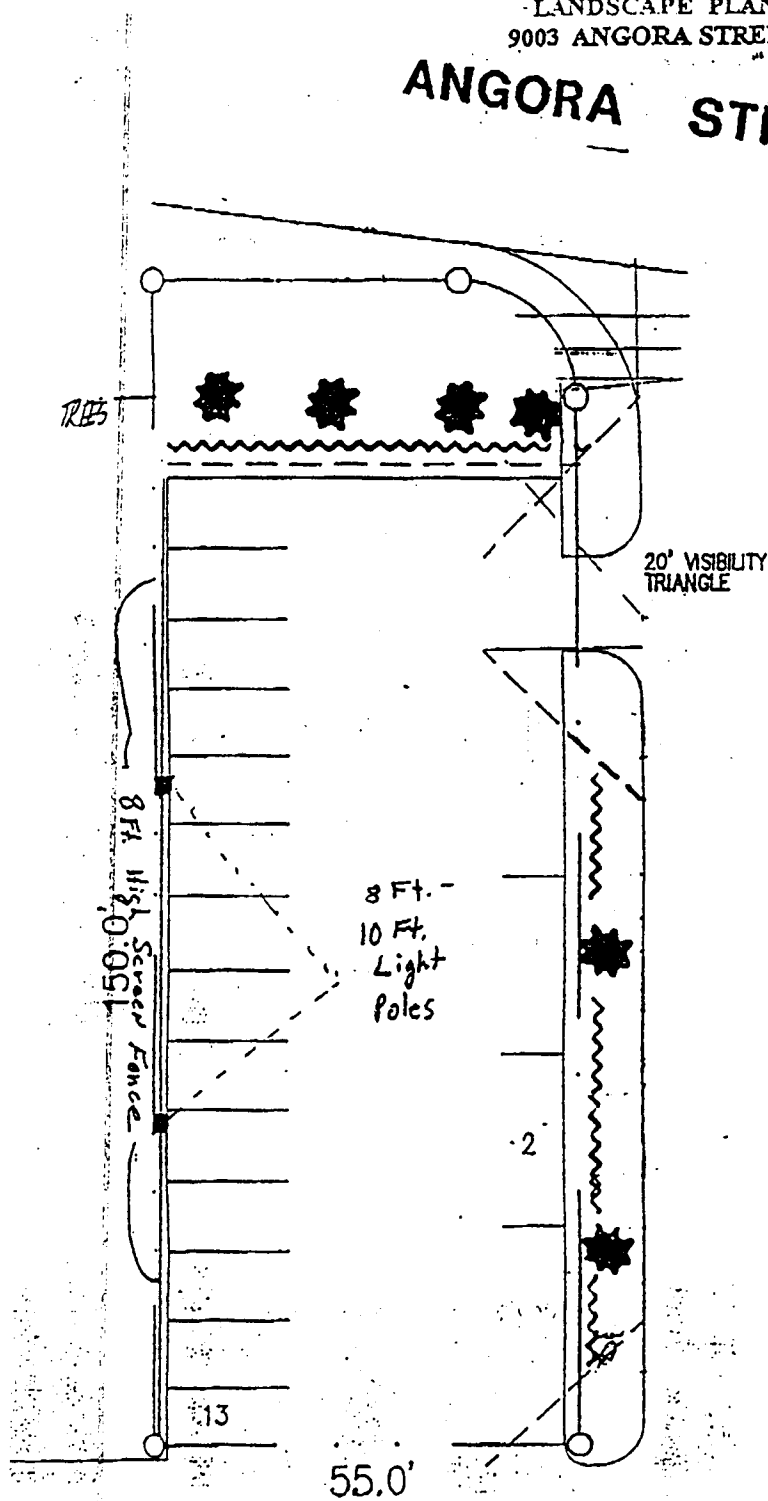
Thence North 45 deg. 00 min. 00 sec. West (directional control per plat), along the Northeast line of said Angora Street, a distnace of 135.00 feet to the PLACE OF BEGINNING.



EXHIBIT "B"

SITE PLAN

LANDSCAPE PLAN
9003 ANGORA STREET

ANGORA STREET



 Trees: Minimum 6, Existing.
 Dead trees will be replaced with 2" caliper Native Texas trees, including CREPE MYRTLE SHRUBS (allowed).
 Evergreen Variety 36" at time of planting.
 Planted 2' on center or less.

← North

Scale 1"=2'

FIDELITY BANKNATIONAL ASSOCIATION
Member FDIC**SECRETARY'S CERTIFICATE**

I hereby certify that I am the Secretary of Fidelity Bank, N.A., a national banking association located in the City of Dallas, State of Texas (the "Bank"), and that I have been duly appointed and am presently serving in that capacity in accordance with the Bylaws of said Bank.

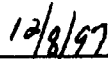
I further certify that the following are duly elected officers of Fidelity Bank:

William C. Murphy, CEO and President
James A. Murphy, Senior Vice President
Robert G. White, Senior Vice President
C. Malcolm Holland, Senior Vice President
Edward Purcell, Senior Vice President
Virginia L. Anderson, Senior Vice President and Controller
Matthew N. Washburn, Vice President
Sam Henry, Vice President
David Smith, Vice President
Greg A. Smith, Vice President
David B. Twiss, Vice President

I further certify that these officers have been empowered by the Bylaws of the Bank to execute, acknowledge, verify, deliver or accept any instruments on behalf of the Bank.



Virginia L. Anderson
Secretary



WARRANTY DEED WITH VENDOR'S LIEN

973954

Date: February 6, 1997

Grantor: Jack A. Matthew and wife, Esther Matthew

Grantor's Mailing Address (including county): 6018 Steamboat Drive
Dallas, Texas 75230

Grantee: Larry D. Smith

Grantee's Mailing Address (including county): 11085 Strayhorn Drive
Dallas, Texas 75228

Consideration:

Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration and a note of even date herewith in the principal amount of \$125,000.00 executed by Grantee payable to Fidelity Bank National Association. The note is secured by a vendor's lien retained herein in favor of Fidelity Bank National Association and by a deed of trust of even date herewith from Grantee to William C. Murphy, Trustee(s).

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof for all purposes.

Subject to the Following Exceptions to Conveyance and Warranty:

Standby Fees and Taxes for the year 1997, payment of which Grantee herein assumes, and subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof, except as to the reservations from and exceptions to conveyance and warranty.

Fidelity Bank National Association, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note hereinabove described. The vendor's lien and superior title to the property are retained for the benefit of Fidelity Bank National Association, and are transferred to that party without recourse on Grantor.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED as of the date first above written.

Jack A. Matthew

Jack A. Matthew

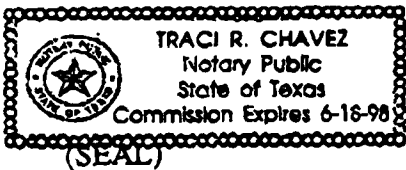
Esther Matthew

Esther Matthew

STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on the 10th day of February, 1997, by Jack A. Matthew and wife, Esther Matthew.



(SEAL)

Traci R. Chavez

Notary Public, State of Texas

Print Name: _____

Commission Expires _____

EXHIBIT "A"

973954

DESCRIPTION

Tract I:

Being all that certain lot, tract or parcel of land located in R. Scurry Survey, Abstract No. 1382, Dallas, Dallas County, Texas and being part of City Block No. 5284 and also being part of a 5.50 acre tract of land conveyed to R. E. Alexander, by deed dated March 8, 1939, recorded in Volume 2124, Page 577, Deed Records, Dallas County, Texas and being more particularly described as follows:

Beginning at a 1/2 inch dia. iron rod set for corner at the intersection of the Southeast line of Garland Road (a 100 foot public right-of-way) and the Northeast line of Ocala Street (a 45 foot public right-of-way), said point being in the Southwest line of said 5.50 acre tract;

Thence North 45 deg. 00 min. 00 sec. East (directional control per subject deed Vol. 89229, Pg. 4963), along said Southeast line, a distance of 165.00 feet to a cross cut (set) in concrete for corner, said point being in the Northeast line of said 5.50 acre tract;

Thence South 45 deg. 00 min. 00 sec. East, along the common line of said 5.50 acre tract and a tract of land conveyed to D. J. White, by deed dated March 24, 1994, recorded Volume 94057, Page 784, Deed Records, Dallas County, Texas, a distance of 150.00 feet to a 1/2 inch dia. iron rod set for corner in the Northwest line of a 15 foot public alley right-of-way as shown on plat of Broadvu No. 3 Addition, an Addition to the City of Dallas, Dallas County, according to the Map thereof recorded in Volume 6, Page 85, Map Records, Dallas County, Texas;

Thence South 45 deg. 00 min. 00 sec. West, along the Northwest line of said alley, a distance of 165.00 feet to a 1/2 inch dia. iron rod set for corner in the Northeast line of said Ocala Street;

Thence North 45 deg. 00 min. 00 sec. West, along the Northeast line of said Ocala Street, a distance of 150.00 to the PLACE OF BEGINNING.

EXHIBIT "A" CONT.

Tract II:

Being Lot 3, Block J/5296, Broadvu No. 3 Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 6, Page 85, Map Records, Dallas County, Texas and being more particularly described as follows:

Beginning at a 1/2 inch dia. iron rod found for corner at the intersection of the Northeast line of Ocalla Street (a 45-foot public right-of-way) and the Northwest line of a 15 foot public right-of-way, said point being the West corner of said Lot 3;

Thence North 45 deg. 00 min. 00 sec. East, along the Northwest line of said alley, a distance of 55.00 feet to a 1 1/2 inch dia. iron rod found for corner;

Thence South 45 deg. 00 min. 00 sec. East, along the common line of Lot 2 and Lot 3, Block J/5296 of said Addition, a distance of 150.00 feet to a 1/2 inch dia. iron rod set for corner in the North west line of Angora Street (a 50 foot public right-of-way);

Thence South 45 deg. 00 min. 00 sec. West, along the Northwest line of said Angora Street, a distance of 40.00 feet to a 1/2 inch dia. iron rod set for corner at the beginning of a curve to the right having a central angle of 90 deg. 00 min. 00 sec. and a radius of 15.00 feet;

Thence in a Westerly direction, along said curve to the right, leaving the Northwest line of said Angora Street, an arc distance of 23.56 feet to a 1/2 inch dia. iron rod set for corner in the Northeast line of said Ocalla Street;

Thence North 45 deg. 00 min. 00 sec. West (directional control per plat), along the Northeast line of said Angora Street, a distnace of 135.00 feet to the PLACE OF BEGINNING.