

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an MF-3(A) Multifamily District which was approved by the City Council on March 28, 2001, on Zoning Case No. Z001-128/11319-NW(JC) on property on the south side of Maple Avenue, southwest of Hudnall 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 CR Community Retail District as described in Ordinance 24576.

**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:  
MADELEINE B. JOHNSON, City Attorney

By *John O'Leary*  
Assistant City Attorney

APPROVED BY  
CITY COUNCIL

APR 11 2001

*Shirley Geis*  
City Secretary

RECEIVED  
2001 MAY -3 AM 11:20  
CITY SECRETARY  
DALLAS, TEXAS

APPROVED *Shirley Geis* APPROVED  
HEAD OF DEPARTMENT

APPROVED \_\_\_\_\_  
DIRECTOR OF FINANCE

APPROVED \_\_\_\_\_  
CITY MANAGER

**DEED RESTRICTIONS**

**1373741**

Deed 05/08/01 2637359 \$23.00

THE STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §)

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, ANIMAL NUTRITION DIVISION OF CARGILL, INCORPORATED ("the Owner"), is the owner of the following described property ("the Property"), being in particular four tracts of land in City Block 2318, City of Dallas, Dallas County, Texas, and being those same tracts of land conveyed by Anderson, Clayton & Company, a Delaware Corporation to ACCO Feeds, Inc., a Delaware Corporation, by warranty deed dated December 13, 1985, and recorded in Volume 85243, Page 3388, in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated by reference; and

II.

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

1. The maximum number of dwelling units permitted on the Property is 250.
2. A minimum 8-foot high solid wall must be constructed along side of the length of the existing building located adjacent to the southern boundary line of the Property as shown on Exhibit "B" attached hereto and incorporated by reference.
3. All residential leases on the Property must provide within the lease, or within an addendum to the lease, notice of the nature of adjacent uses, including, but not limited to, any industrial uses.
4. Buildings occupied with multifamily uses must be constructed using noise mitigation methods so that outside noise levels, measured within the habitable space of a dwelling unit, do not exceed 45 Ldn.

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 and the owner, from time to time, of the adjacent tract of land described in Exhibit "C" ("the Adjacent Owner"). The Owner hereby grants the City and the Adjacent Owner 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 or the Adjacent Owner substantially prevails in a legal proceeding to enforce these restrictions, the Owner agrees that the City or Adjacent Owner 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 and the Adjacent Owner 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 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 4<sup>th</sup> day of April, 2001.

OWNERS:

By: [Signature]  
Printed Name: Michael Laughlin  
Title: V President

CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE:

\_\_\_\_\_  
Property Lienholder or Mortgagee  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT "A"

BEING a 4.9631 acre tract of land in City Block 2318, City of Dallas, and out of the C. Grigsby Survey, Abstract No. 533, and being the same four tracts of land conveyed to ACCO Feeds, Inc., described in Warranty Deed recorded in Volume 85243, Page 3388, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the Westerly ROW line of Maple Avenue (a 70' ROW) at the most North corner of ACCO Tract and the Southeast corner of a tract conveyed to Hyon Dok Lee and Sun Yi Lee in Volume 98206, Page 2350, said point being S 45° 00' 00" E, 149.63 feet from the Southerly ROW line of the M. K. & T. Railroad ROW (a 60' ROW);

THENCE: S 45° 00' 00" E, 433.90 feet along the Westerly ROW line of Maple Avenue to a 1/2 inch iron rod found at the Southeast corner of said ACCO Tract and the Northerly corner of a tract conveyed to Ralph F. Lofland in Volume 3034, Page 117, Deed Records, Dallas County, Texas,

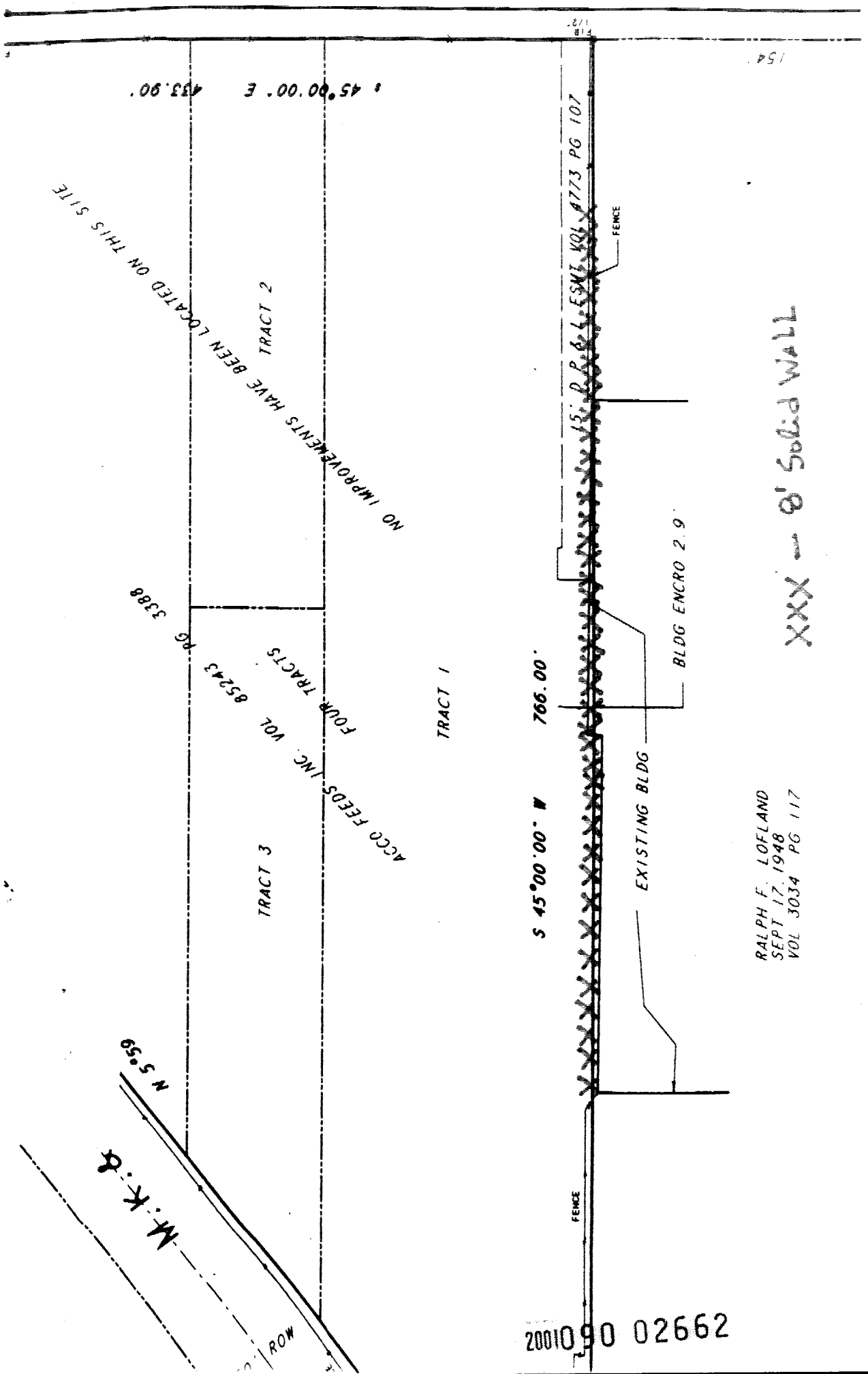
THENCE: S 45° 00' 00" W, 766.00 feet along the common line of said ACCO Tract and Lofland Tract to a 1/2 inch iron rod set in the Easterly ROW line of the M. K. & T. Railroad ROW,

THENCE: N 05° 59' 00" E, 689.22 feet along the Easterly ROW line of the M. K. & T. Railroad to a 1/2 inch iron rod set at the Northwest corner of the ACCO Tract,

THENCE: N 45° 00' 00" E, 230.50 feet along the North line of said ACCO Tract to the PLACE OF BEGINNING and containing 4.9631 acres of land.

2001090 02661

Exhibit "B"



RALPH F. LOFLAND  
SEPT 17, 1948  
VOL 3034 PG 117

XXXX - 8' Solid Wall

2001090 02662

## EXHIBIT C

BEING a 3.044 acre tract of land in City Block 2318 of the City of Dallas, DALLAS County, Texas, and being part of the CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533, DALLAS County, Texas, and being that tract of land conveyed to RALPH F. LOFLAND by Deed as recorded in Volume 3034, Page 117 Deed Records, DALLAS County, Texas, and being more particularly described as follows:

BEGINNING, at a 1/2 inch iron rod with "Powell & Powell" cap found for corner in the Westerly Right-of-Way line of Maple Avenue, a 70 foot Right-of-Way, said point being the Southeast corner of the Lawther Grain Company tract as described by deed recorded in Volume 572, Page 543 Deed Records, DALLAS County, Texas;

THENCE, South 45 degrees 09 minutes 24 seconds East, with the Westerly Right-of-Way line of Maple Avenue, a distance of 154.00 feet to a 1/2 inch iron rod with "Powell & Powell" cap found for corner, said point being the Northeast corner of a Tract of land conveyed to Mosher Steel Co., by Deed recorded in Volume 73061, Page 2350 Deed Records, DALLAS County, Texas, and being North 45 degrees 09 minutes 25 seconds West, a distance of 878.90 feet from the Northerly Right-of-Way line of Motor street formerly Amelia Street (a 60 foot right-of-way);

THENCE, SOUTH 45 degrees 36 minutes 26 seconds West, with the Northerly line of said Mosher Steel Co. Tract, at a distance of 940.45 feet passing the Northwesterly corner of said Mosher Steel Co. Tract, in all a distance of 956.00 feet to a 1/2 inch iron rod with "Powell & Powell" cap found for corner in the Easterly Right-of-Way line of Missouri, Kansas & Texas Railroad, (a 60 foot Right-of-Way at this point);

THENCE, North 06 degrees 16 minutes 44 seconds East, with said Easterly Right-of-Way line of said Missouri, Kansas & Texas Railroad, a distance of 242.97 feet to a 1/2 inch iron rod with "Powell and Powell" cap found for corner, said point being the Southwesterly corner of said Lawther Grain Company Tract;

THENCE, North 45 degrees 36 minutes 24 seconds East, with the Southerly line of said Lawther Grain Company Tract, a distance of 766.00 feet to the POINT OF BEGINNING;

CONTAINING, 132,585 square feet or 3.044 acres of land, more or less.

2001090 02663

49920 060100Z

FILED

2001 MAY -7 PM 3:51

EARL BULLOCK  
COUNTY CLERK  
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the \_\_\_\_\_ and \_\_\_\_\_ page of the named records of Dallas County, Texas as shown hereon by me.

MAY 8 2001



*Earl Bullock*  
COUNTY CLERK, Dallas County, Texas

No. 01-1259  
Return to City Secretary  
City Hall  
Dallas, Texas 75201