

May 11, 2005

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with a tract of land land located on the northwest line of Buena Vista Street, southwest of Fitzhugh Avenue, and containing approximately 13,216 square feet, which is the subject of Zoning Case No. Z045-188 (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:

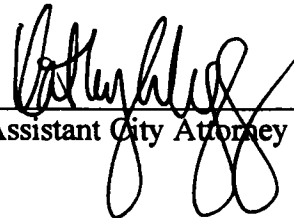
Section 1. That the deed restrictions in the attached instrument be and are hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property that is the subject of Zoning Case No. Z045-188 (DW).

Section 2. That these deed restrictions must 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 provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:

THOMAS P. PERKINS, Interim City Attorney

By:  _____
Assistant City Attorney

**APPROVED BY
CITY COUNCIL**

MAY 11 2005


City Secretary

APPROVED  _____
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, William E. Munoz ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the W. Grigsby Survey, Abstract No. 501, part of City Block 2/1521, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Trinity Floor Company Revised and Restated Profit Sharing Plan and Trust, by deed dated March 8, 2001, and recorded in Volume 2001047, Page 9217 in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Being all of Lots 11 and 12 in City Block 2/1521 of Cole's Travis Avenue Addition according to the plat thereof recorded in Volume 2, Page 205 of the Map Records of said county.

II.

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

A non-vehicular access point which allows 24-hour public access to the Katy Trail must be located on the Property.

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 at the City of Dallas, Dallas County, this the 8 day of April, 2005.

Owner

By: William E. Munoz

Printed Name: William E. MUNOZ

Title: _____

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

TRINITY FLOOR CO REVISED / RESTATED
PROFIT SHARING PLAN; TRUST

Owner

By: Jon Roy Reid

Printed Name: Jon Roy Reid

Title: ADMINISTRATOR

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR., Interim City Attorney

By: [Signature]
Assistant City Attorney

STATE OF TEXAS

COUNTY OF DALLAS

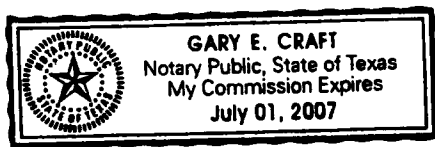
This instrument was acknowledged before me on the 11 day of April 2005
by Jon Roy Reid

(Seal)

[Signature]
Notary Public

My commission expires:

7-1-07
(date)



STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 8 day of April
by William E. Munoz

Catherine W. Clark
Notary Public

(Seal)



My commission expires: 12-01-2005
(date)

NOTARY PUBLIC
STATE OF TEXAS
12001 LAKELAND DRIVE