

WHEREAS, the deed restrictions in the attached instrument were volunteered in conjunction with a request for a GR General Retail Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, which was approved by the City Council on April 28, 1999, on Zoning Case No. Z989-101/10719-C(ML) on property on the northeast side of Dickason Avenue, southeast of Reagan 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 GR General Retail Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, as described in Ordinance 23865.

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:
ANGELA K. WASHINGTON, Interim City Attorney

By James R. S.
Assistant City Attorney

APPROVED BY
CITY COUNCIL

APR 28 1999

Shirley Geig
City Secretary

Re...
APPROVED
HEAD OF DEPARTMENT

APPROVED
DIRECTOR OF FINANCE

APPROVED
CITY MANAGER

- (3) If the property is used for off-street parking, a 20 foot front yard setback measured from the existing curb line of Dickason Avenue shall be provided. The front yard setback shall be provided as shown on the site plan attached hereto as Exhibit A.

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 approved 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 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, 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 51, "PART I OF THE DALLAS DEVELOPMENT CODE," of the Dallas City Code, as amended, and the ordinance that governs PD-193, 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 4th day of ~~February~~ ^{MARCH}, 1999. *ER LR*

Raspberry Inc.
By: *[Signature]*
Printed Name: Jess Gilbert
Title: President, Raspberry Inc.

CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGEE

Ernest W. Rials & Linda K. Rials
Property Lienholder or Mortgagee

By: *Ernest W Rials*
Printed Name: ERNEST W RIALS
By: *Linda Rials*
Printed Name: LINDA RIALS
Title: PRESIDENT, WAYNE RIALS INC

APPROVED AS TO FORM:
ANGELA K. WASHINGTON, Interim City Attorney

By: *James RS*
Assistant City Attorney