

September 27, 1999

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an LC Light Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District which was approved by the City Council on September 27, 1999, on Zoning Case No. Z990-208/11199-C(RB) on property on Noble Street, southwest of Lemmon Avenue.

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 LC Light Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, as described in Ordinance 24393.

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 Christine Lamm
Assistant City Attorney

APPROVED BY
CITY COUNCIL

SEP 27 2000

Shirley Geary
City Secretary

Passenger Bus Station and Terminal

Railroad Passenger Station

Pawn Shop

Automobile or Motorcycle Display, Sales, and Service (Inside Display)

Automobile or Motorcycle Display, Sales, and Service (Outside Display)

Car Wash

Warehouse

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.

DEED RESTRICTIONS

Dallas 484265 v 4, 44240.00002

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 51, "DALLAS DEVELOPMENT CODE," of the Dallas City Code, as amended, and Ordinance No. 21859, 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.

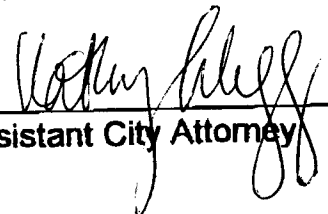
XII.

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 16th day of August, 2000.

APPROVED AS TO FORM:

MADELEINE B. JOHNSON, City Attorney

By: 
Assistant City Attorney

Deed RESTRICTIONS

OWNER:

McHall Properties, LLC

By: Cromwell Properties, Inc., General Partner, Manager

By: *Joe M. Graham*

Printed Name: Joe M. Graham

Title: President

STATE OF TEXAS

§

COUNTY OF DALLAS

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This instrument was acknowledged before me on the 16th day of Aug, 2000, by Joe M. Graham, President of Cromwell Properties, Inc. as general partner of ^{and Manager} McHall Properties, L.L.C. on behalf of McHall Properties L.L.C.

Connie J. Nichols
Signature of notary and notary stamp)
CONNIE J. NICHOLS
MY COMMISSION EXPIRES
October 16, 2001

002952

CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

By: Printed Name: Title:

STATE OF TEXAS COUNTY OF DALLAS § § §

This instrument was acknowledged before me on the ___ day of ___, 2000, by ___ of ___, a national banking association, in such capacity and on behalf of such national banking association.

(Signature of notary and notary stamp)

200194 03003

EXHIBIT "A"

FIELD NOTES DESCRIPTION

STATE OF TEXAS
COUNTY OF DALLAS

PART OF THE J. GRIGSBY SURVEY, ABSTRACT NUMBER 495, IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, EMBRACING A PORTION OF TRACT 2 DESCRIBED IN THE DEED TO CHIEFTAN INVESTMENT INC. RECORDED IN VOLUME 86106, PAGE 5570 OF THE DALLAS COUNTY DEED RECORDS, BEING BOUNDED ON THE NORTHWEST AND THE NORTHEAST BY LOT 5A OF BLOCK 11/971 OF THE PAN COASTAL ADDITION TO THE CITY OF DALLAS, IN DALLAS COUNTY, TEXAS, AS SHOWN ON THE PLAT RECORDED IN VOLUME 99100, PAGE 15 OF SAID DEED RECORDS, AND BOUNDED ON THE SOUTHEAST BY NOBLE AVENUE A VARIABLE WIDTH RIGHT OF WAY.

COMMENCING AT THE MOST SOUTHERLY WEST CORNER OF THE INTERSECTION OF THE SOUTHWEST LINE OF LEMMON AVENUE WEST, A VARIABLE WIDTH RIGHT OF WAY WITH THE NORTHWEST LINE OF SAID NOBLE AVENUE.

THENCE SOUTH 42 DEGREES 37 MINUTES 08 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID NOBLE AVENUE, AT A DISTANCE OF 215.16 FEET PASS A POWER POLE FOR THE MOST EASTERLY CORNER OF SAID LOT 5A, AND CONTINUING ALONG THE NORTHWEST LINE OF SAID NOBLE AVENUE AND THE SOUTHEAST LINE OF SAID LOT 5A, FOR A TOTAL DISTANCE OF 315.27 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 5A AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE SOUTH 42 DEGREES 34 MINUTES 11 SECONDS WEST, CONTINUING ALONG THE NORTHWEST LINE OF SAID NOBLE AVENUE, A DISTANCE OF 42.05 FEET TO A CUT "X" IN CONCRETE SET FOR CORNER.

THENCE NORTH 45 DEGREES 05 MINUTES 25 SECONDS WEST, A DISTANCE OF 95.13 FEET TO A PK NAIL SET FOR CORNER IN A SOUTHWEST LINE OF SAID LOT 5A.

THENCE ALONG THE SOUTHWEST LINE OF SAID LOT 5A:
NORTH 79 DEGREES 17 MINUTES 41 SECONDS EAST, A DISTANCE OF 24.03 FEET TO A PK NAIL FOUND FOR CORNER.
NORTH 44 DEGREES 43 MINUTES 21 SECONDS EAST, A DISTANCE OF 22.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CSM INC" SET FOR CORNER.
AND SOUTH 45 DEGREES 13 MINUTES 19 SECONDS EAST, A DISTANCE OF 79.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,518 SQUARE FEET OR 0.081 OF AN ACRE OF LAND.