

COUNCIL CHAMBER

October 13, 2004

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property located at City Block 2/7045 fronting on the southeast corner of Ferguson Road and Little Pocket Road, which is the subject of Zoning Case No. Z034-280/12222(MM); 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. Z034-280/12222(MM).

Section 2 That the deed restrictions in the attached instrument shall 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 Charter of the City of Dallas, Texas, and it is accordingly so resolved.

APPROVED AS TO FORM:

MADELEINE B. JOHNSON, City Attorney

By CADIX BURGOS
Assistant City Attorney

APPROVED BY
CITY COUNCIL

OCT 13 2004

Shirley Geig
City Secretary

APPROVED Dail Lerner 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, Vincent Landrum , an individual ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the D.A. Murdock Survey, Abstract No.998 , City Block 2/7045, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Estate of Chadwin H. Pierce, by deed dated May 27, 2004 , and recorded in Volume 2004111, Page 155, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Description is attached as exhibit "A"

II.

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

All uses permitted in the Mixed Use-1 (MU-1) zoning district as amended are permitted except the following.

- Crop production
- Temporary concrete or asphalt batching plant
- Cemetery or mausoleum
- Extended stay hotel or motel
- Hotel or motel
- Attached non-premise sign
- Carnival or circus
- Group residential facility
- Multifamily
- Residential hotel
- Alcoholic beverage establishments
- Commercial amusement (inside)
- Commercial amusement (outside)
- Commercial parking lot or garage
- Commercial radio or television transmitting station
- Radio, television or microwave tower
- Tower/antenna for cellular communication
- Mini-warehouse
- Recycling buy-back center

Recycling collection center
Recycling drop-off center
Recycling drop-off for special occasion collection
Swap or buy shop
Electrical substation
Local Utilities
Free standing car wash as a main use (permitted only as an accessory use)

Height is limited to 36 feet and three stories.

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 this the 13 day of Sept, 2004.

Vincent Landrum

Vincent Landrum

Title: owner (individual)

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

There are no liens on this property.

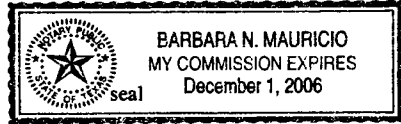
APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

By: Casey Buyess
Assistant City Attorney

State of Texas
County of Dallas

Before me, Vincent Landrum on this day personally appeared Vincent Landrum, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 13 day of Sept, 2004.

Barbara N. Mauricio
Notary Public Signature



METES & BOUNDS DESCRIPTION

BEING a tract of land situated in the D.A. Murdock Survey, Abstract No. 998 in the City of Dallas Block 2/7045, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found at the intersection of the southeasterly right-of-way of Ferguson Road (a 100 foot right-of-way) and the southwesterly corner clip of Little Pocket Road;

THENCE along said corner clip, South 89 degrees 49 minutes 23 seconds East a distance of 21.28 feet to a 5/8-inch iron rod found in the southeasterly right-of-way of Little Pocket Road (a 30-foot right-of-way at this point);

THENCE along the southeasterly right-of-way of said Little Pocket Road, South 45 degrees 00 minutes 00 seconds East, a distance of 370.60 feet to a 1/2-inch iron rod found;

THENCE departing the southeasterly right-of-way of said Little Pocket Road, South 45 degrees 21 minutes 11 seconds West, a distance of 150.00 feet to a 1/2-inch iron rod set;

THENCE North 45 degrees 00 minutes 00 seconds West, a distance of 385.60 feet to a 5/8-inch iron rod found in the southeasterly right-of-way of said Ferguson Road;

THENCE along the southeasterly right-of-way of said Ferguson Road, North 45 degrees 21 minutes 14 seconds East, a distance of 135.00 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.325 acres or 57,726 square feet of land, more or less.