

June 24, 1992

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for an IM Industrial Manufacturing District which was approved by the City Council on June 10, 1992, on Zoning Case #Z912-176/7031-S on property at the south corner of South Central Expressway and Linfield Road; 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 an IM Industrial Manufacturing District as described in Ordinance 21333

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 BY
CITY COUNCIL

JUN 24 1992

Robert T. Brown
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *John Lindsay*
Assistant City Attorney

APPROVED *[Signature]*
HEAD OF DEPARTMENT

APPROVED _____
DIRECTOR OF FINANCE

APPROVED _____
CITY MANAGER

DEED RESTRICTIONS.	DEED	14.00
-----A001-----	TOTL	14.00
1196 0000000	1627	8:19AM 7/07/92

THE STATE OF TEXAS]
]
 COUNTY OF DALLAS.]

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, MAHESH K. PATEL. is the owner of the following described property ("THE PROPERTY") situated in Dallas county, Texas, being in particular a tract of land out of the R. F. Smith survey, Abstract No. 1376, city Block 6102, City of Dallas, Dallas county, Texas, and being all of lot 1A and 2A of T South Addition an addition to the city of Dallas as per map or plat thereof recorded in Volume 84147, page 4137, Deed Records, Dallas county, Texas and being all of lots 4 thru 12 and all of lot 31, 32, 36, and part of lots 13 and 35 of Thomas Terrace Estates an addition to the City of Dallas as per map or plat thereof, recorded in Volume 6, page 242, Map Records, Dallas County, Texas and a utility easement abandoned by ordinance No. 12689 and that portion of Bascom Lane abandoned by ordinance No. 19569. All of the aforementioned being in block 6102 official City numbers and being the same property conveyed to Mahesh K. Patel and wife Jasu M. Patel by the following deeds, Volume 87052, Pages 2279 - 2280, Volume 88211, Pages 3001 - 3005, Volume 88211, Pages 2989 - 2993, Volume 88211, Pages 2994 - 2995, Volume 88211, Pages 2996 - 3000, Volume 88211, Pages 3008 - 3010, Volume 88213, Pages 5685 - 5689 and Volume 88212, Pages, 3388 - 3391, Deed Records, Dallas County, Texas and being more particularly described as follows;

BEGINNING at a point on the southwest line of South Central Expressway, said point being at the most easterly and of a corner clip at the south corner of South Central Expressway and Linfield road;

THENCE in a southeasterly direction along the southwest line of South Central Expressway, a distance of 570.02 feet to a point for corner on the southeast line of Lot 10 in City Block 6102;

THENCE in a southwesterly direction along the southeast line of said Lot 10 and continuing along the southeast line of Lots 11, 12, and 13, in City Block 6102, a distance of approximately 300 feet to a point for corner on the northeast line of Julius Schepps Freeway (I- 45);

THENCE in a northwesterly direction along the northeast line of Julius Schepps Freeway (I-45), a distance of approximately 640.21 feet to a point for corner on the southeast line of Linfield Road;

THENCE in a northeasterly direction along the southeast line of Linfield Road, a distance of approximately 230.79 feet to a point for corner on the most westerly end of corner clip at the south corner of South Central Expressway and Linfield Road

THENCE South 63 degrees 67' East along said corner clip, a distance of approximately 96.99 feet to a point on the southwest line of South Central Expressway, the PLACE OF BEGINNING, and containing approximately 4.32 acres of land.

II

The OWNER does hereby impress all THE PROPERTY with the following Deed restrictions, to wit;

Uses on THE PROPERTY are limited to those uses permitted in the CS Commercial Service District and a Hotel or Motel use as these uses are defined in Chapter 51A of the Dallas Development Code of the Dallas City Code, as amended.

III

These restrictions shall continue in full force and effect for a period of twenty-five (25) years from the date of execution, and shall automatically be extended for additional periods of (10) ten years unless amended or terminated in the manner specified herein.

IV

These restrictions may not be amended or terminated without a public hearing before the city plan commission and a public hearing and approval by the city council of the city of Dallas. 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 terminating or amending instrument must be filed in the Deed Records of the county or counties where THE PROPERTY is located by the owner at his 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 of Dallas 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 of Dallas, Texas, and OWNER does hereby grant to the city of Dallas the right to enforce these restrictions by any lawful means, including filing an action in 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 of Dallas may withhold the 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 and any successors, heirs, and assigns of OWNER agree to defend, indemnify, and hold harmless the city of Dallas from and against all claims or liabilities arising out of or in connection with the provisions of this document.

VIII.

These provisions of this document are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of 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," 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 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 9 day of June, 1992

OWNER: MAHESH K. PATEL
MAHESH K. PATEL.

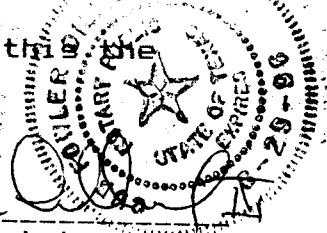
JASU M. PATEL
JASU M. PATEL.

THE STATE OF TEXAS
COUNTY OF DALLAS.

BEFORE ME, the undersigned authority, on this day personally appeared MAHESH K. PATEL JASU M. PATEL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9 day of June, 1992.

[Signature]
Notary public, state of Texas.



My commission expires 8-29-96.

Approved as to form:
SAM LINDSAY, City Attorney

By [Signature]
Assistant City Attorney