

7-21-17

ORDINANCE NO. 30572

An ordinance changing the zoning classification on the following property:

BEING a tract of land in City Block 17/8705 located at the southeast corner of Trinity Mills Road and Westgrove Drive; fronting approximately 281.87 feet along the south line of Trinity Mills Road; and containing approximately 1.845 acres,

from an NO(A) Neighborhood Office District to an NS(A) Neighborhood Service District; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, the city plan commission and the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the City of Dallas, have given the required notices and have held the required public hearings regarding the rezoning of the property described in this ordinance; and

WHEREAS, the city council finds that it is in the public interest to change the zoning classification; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the zoning classification is changed from an NO(A) Neighborhood Office District to an NS(A) Neighborhood Service District on the property described in Exhibit A, which is attached to and made a part of this ordinance (“the Property”).

SECTION 2. That, pursuant to Section 51A-4.701 of Chapter 51A of the Dallas City Code, as amended, the property description in Section 1 of this ordinance shall be construed as including the area to the centerline of all adjacent streets and alleys.

30572

SECTION 3. That the building official shall not issue a building permit or a certificate of occupancy for a use on the Property until there has been full compliance with the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the City of Dallas.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

SECTION 5. That the zoning ordinances of the City of Dallas shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 7. That this ordinance shall take effect immediately from and after its passage and publication, in accordance with the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

By  Assistant City Attorney

Passed                     AUG · 9 2017

30572

171205

GIS\_Approved

**EXHIBIT A**

BEING a tract of land situated in the KINGWELL SURVEY, ABSTRACT NO. 1107, and the EDWIN ALLEN SURVEY ABSTRACT NO. 8, situated in the City of Dallas, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the South line of Trinity Mills Road (100 foot R.O.W.) and the projected centerline of Voss Road (60 foot R.O.W.);

THENCE North, 78 degrees 28 minutes 39 seconds East, along said South line of Trinity Mills Road a distance of 30.66 feet to the PLACE OF BEGINNING, an "X" in concrete for corner;

THENCE North, 78 degrees 28 minutes 39 seconds East, continuing along said South line of Trinity Mills Road a distance of 159.18 feet to the beginning of a curve to the left having a central angle of 05 degrees 00 minutes 20 seconds a radius of 3,226.31 feet and a tangent length of 141.01 feet;

THENCE along said curve to the left and said South line of Trinity Mills Road an arc distance of 281.87 feet to an iron rod for corner;

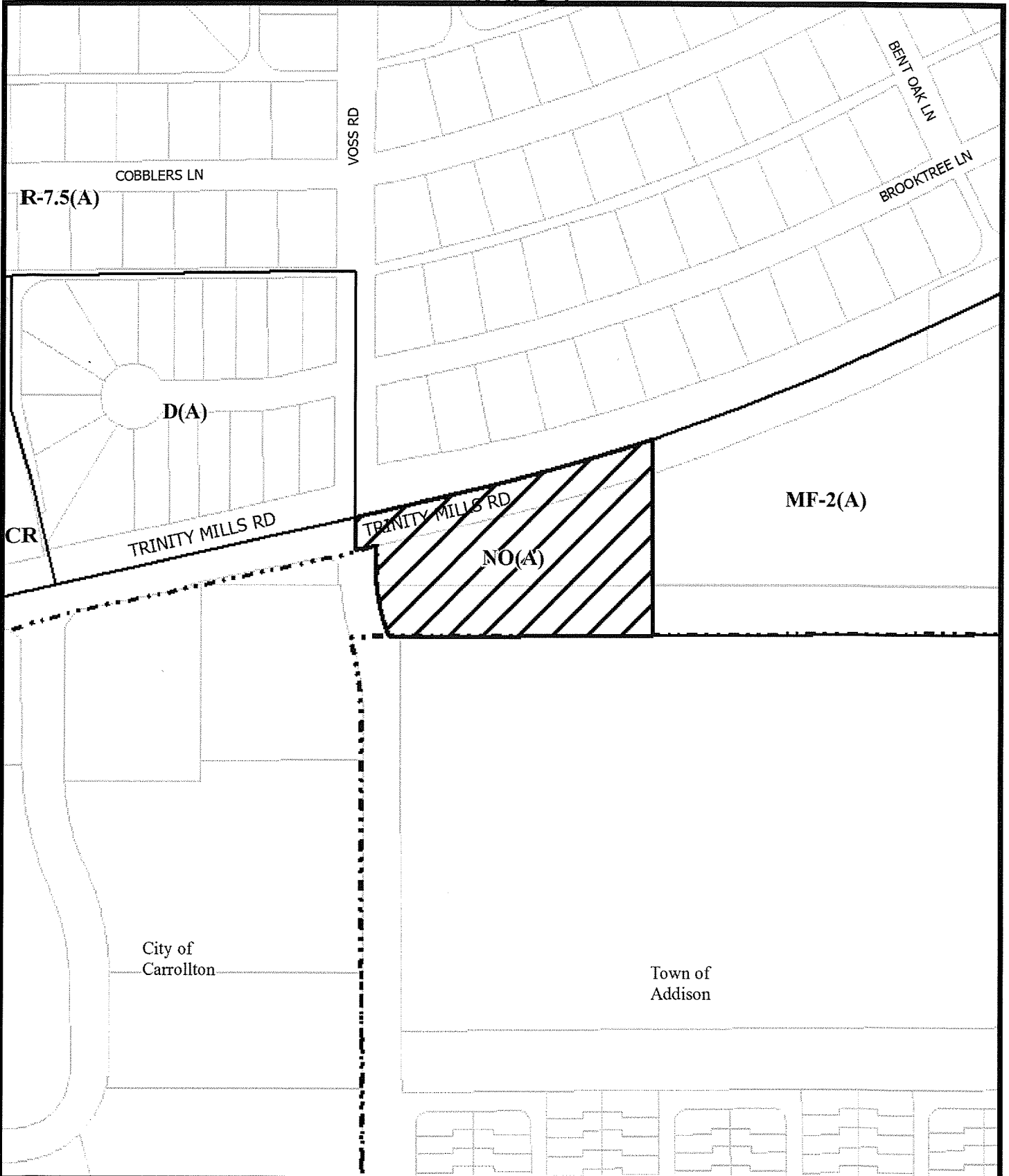
THENCE South, 00 degrees 46 minutes 02 seconds West, a distance of 246.00 feet to an iron rod for corner;

THENCE North 89 degrees 13 minutes 58 seconds West, along the county line between Dallas and Collin County, a distance of 408.63 feet to an iron rod for a corner, said point also being the beginning of a nontangent curve to the left having a central of 01 degrees 27 minutes 19 seconds, a radius of 372.71 feet, a tangent length of 4.73 feet and a tangent bearing of North 16 degrees 58 minutes 34 seconds West;

THENCE along said curve to the left an arc distance of 9.47 feet to the beginning of a reversed curve to the right having a central angle of 18 degrees 48 minutes 58 seconds a radius of 289.41 feet and a tangent of 47.95 feet;

THENCE along said curve to the right an arc distance of 95.04 feet to the point of tangency;

THENCE North 00 degrees 23 minutes 05 seconds East, a distance of 37.96 feet to the PLACE OF BEGINNING and Containing 80,386 square feet or 1.84541 acres of land, more or less.



1:2,400

# ZONING MAP

Case no: Z167-113

Date: 11/3/2016



## PROOF OF PUBLICATION – LEGAL ADVERTISING

The legal advertisement required for the noted ordinance was published in the Dallas Morning News, the official newspaper of the city, as required by law, and the Dallas City Charter, Chapter XVIII, Section 7.

DATE ADOPTED BY CITY COUNCIL AUG 9 2017

ORDINANCE NUMBER 30572

DATE PUBLISHED AUG 12 2017

ATTESTED BY:

171205

COUNCIL CHAMBER

August 9, 2017

**WHEREAS**, the deed restrictions in the attached instrument have been volunteered in connection with property located at the southeast corner of Trinity Mills Road and Westgrove Drive, which is the subject of Zoning Case No. Z167-113(WE); 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 are accepted by the City Council of the City of Dallas to be used in conjunction with the development of property that is the subject of Zoning Case No. Z167-113(WE).

**Section 2.** That these deed restrictions must be filed in the Deed Records of Dallas and Collin Counties, 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, and it is accordingly so resolved.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

By  \_\_\_\_\_  
Assistant City Attorney

APPROVED BY  
CITY COUNCIL  
  
AUG 09 2017  
  
  
City Secretary

APPROVED \_\_\_\_\_  
HEAD OF DEPARTMENT

APPROVED \_\_\_\_\_  
DIRECTOR OF FINANCE

APPROVED \_\_\_\_\_  
CITY MANAGER

DEED RESTRICTIONS

THE STATE OF TEXAS     )  
   )  
 COUNTY OF COLLIN        )     KNOW ALL PERSONS BY THESE PRESENTS:

## I.

The undersigned, Tsay Properties – Westgrove, LTD., a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), being in a particular a tract of land out of the Kingwell Survey, Abstract No. 1107, and the Edwin Allen Survey, Abstract No. 8 City Block 8705, City of Dallas ("City"), Collin County, Texas, and being that same tract of land conveyed to the Owner by Special Warranty Deed dated July, 24, 1990, and recorded in Volume 3323, Page 240, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

Being a tract of land situated in the KINGWELL SURVEY, ABSTRACT NO. 1107, and the EDWIN ALLEN SURVEY ABSTRACT NO. 8, situated in the City of Dallas, Collin County, Texas, and being more particularly described as follows:

Commencing at the intersection of the South line of Trinity Mills Road (100 foot R.O.W.) and the projected centerline of Voss Road (60 foot R.O.W.);

Thence North, 78 degrees 28 minutes 39 seconds East, along said South line of Trinity Mills Road a distance of 30.66 feet to the PLACE OF BEGINNING, an "X" in concrete for corner;

THENCE North, 78 degrees 28 minutes 39 seconds East, continuing along said South line of Trinity Mills Road a distance of 159.18 feet to the beginning of a curve to the left having a central angle of 05 degrees 00 minutes 20 seconds a radius of 3,226.31 feet and a tangent length of 141.01 feet;

THENCE along said curve to the left and said South line of Trinity Mills Road an arc distance of 281.87 feet to an iron rod for corner;

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THENCE along said curve to the left an arc distance of 9.47 feet to the beginning of a reversed curve to the right having a central angle of 18 degrees 48 minutes 58 seconds a radius of 289.41 feet and a tangent of 47.95 feet;

THENCE along said curve to the right an arc distance of 95.04 feet to the point of tangency;

THENCE North 00 degrees 23 minutes 05 seconds East, a distance of 37.96 feet to the PLACE OF BEGINNING and Containing 80,386 square feet or 1.84541 acres of land, more or less.

## II.

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

The following uses are prohibited:

- Adult day care facility.
- Agricultural uses.
- Attached non-premise sign
- Carnival or circus (temporary).
- Cemetery or mausoleum.
- College dormitory, fraternity or sorority house.
- Community service center.
- Convent or monastery.
- Country club with private membership.
- Dry cleaning or laundry store.
- Gas drilling and production.
- General merchandise or food store 3,500 square feet or less, except for a drug store. DRUG STORE means a retail establishment for the preparing, preserving, compounding, and retail sale of drugs, medicines, and other health care related items. This drug store use does not include the sale of cosmetics, notions, fountain sodas, beverages, dry goods, sports equipment, apparel, equipment for hobbies, gifts, flowers, household plants, toys, furniture, antiques, books and stationary, pets, auto parts, and accessories, and similar consumer goods.
- Motor vehicle fueling station.
- Photography studio. PHOTOGRAPHY STUDIO means an establishment for taking and processing photographs.
- Private recreation center, club or area.
- Public park, playground, or golf course.
- Radio, television, or microwave tower.
- Recycling drop-off container.
- Recycling drop-off for special occasion collection.
- Restaurant without drive-in or drive-through service.
- Tattoo studio. TATTOO STUDIO means an establishment in which tattooing is performed. TATTOOING means the practice of producing an indelible mark or figure on the human body by scarring or inserting a pigment under the skin using needles, scalpels, or other related equipment.
- Temporary concrete or asphalt batching plant.
- Tower/antenna for cellular communication.
- Transit passenger station or transfer center.

## III.

These restrictions shall continue in full force and effect for a period of 20 years from the date of execution, and shall automatically be extended for additional periods of 10 years unless amended or terminated in the manner specified in this document.



## IV.

These restrictions may be amended or terminated as to any portion of the Property, upon application to the City of Dallas by the current owner of that portion of the Property, without the concurrence of the owners of the remaining portion of the Property. 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 1st day of August, 2017.

Tsay Properties – Westgrove LTD., a Texas  
limited partnership  
Owner  
By: Tsay Properties GP, LLC, General Partner  
By:   
Printed Name: Sam Tsay  
Title: Sole Manager

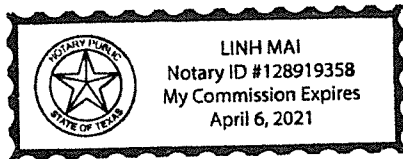
APPROVED AS TO FORM:  
Larry E. Casto, City Attorney

By:   
Assistant City Attorney

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on August 1<sup>st</sup> 2017 by Sam Tsay, Sole Manager, of Tsay Properties GP, LLC, general partner of Tsay Properties – Westgrove LTD., a Texas limited partnership.



  
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NOTARY PUBLIC