

191426

COUNCIL CHAMBER

September 11, 2019

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property located along the north line of Forest Lane west of Greenville Avenue, which is the subject of Zoning Case No. Z189-121 (CY); 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:

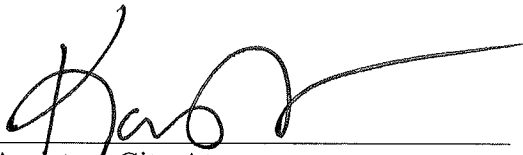
Section 1. That the deed restrictions in the attached instrument are accepted by the City Council of the City of Dallas to be used in conjunction with the development of property that is the subject of Zoning Case No. Z189-121 (CY).

Section 2. That these deed restrictions must 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, and it is accordingly so resolved.

APPROVED AS TO FORM:

CHRISTOPHER J. CASO, Interim City Attorney

By 
Assistant City Attorney



APPROVED _____ APPROVED _____ APPROVED _____
HEAD OF DEPARTMENT DIRECTOR OF FINANCE CITY MANAGER

- o. Commercial Amusement (Inside).
 - p. General merchandise or food store 3,500 square feet or less.
 - q. General merchandise or food store greater than 3,500 square feet.
 - r. General merchandise or food store 100,000 square feet or more.
 - s. Paraphernalia shop.
 - t. Swap or buy shop.
 - u. Temporary retail use.
 - v. Mini warehouse.
 - w. Recycling buy-back center.
 - x. Recycling collection center.
2. Unless further restricted by Section 51A-4.412, "*Residential Proximity Slope*," of the Dallas Development Code, as amended, maximum structure height is 54 feet.

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 7 day of August, 2019.

Gomvest Texas, LLC
Owner
By: [Signature]
Printed Name: Jonathan Gamble
Title: Owner & Manager

CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGEE

Gomvest Texas, LLC
Property Lienholder or Mortgagee
By: [Signature]
Printed Name: Jonathan Gamble
Title: Owner, Manager

APPROVED AS TO FORM:
CHRIS CASO, Acting City Attorney

By: [Signature]
Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Jonathan Gamble, owner/manager, for Gamvest Texas, LLC, a Texas limited liability company, on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of August, 2019.

[SEAL]



Mary Crawley
Notary Public in and for the State of Texas