201030 COUNCIL CHAMBER

June 24, 2020

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with property located at the southeast corner of Saint Augustine Road and Military Parkway, which is the subject of zoning case no. Z189-221(CT) 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. Z189-221(CT).

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.

CHRISTOPHER J. CASO, City Attorney

APPROVED BY CITY COUNCIL

Assistant City Attorney

JUN 24 2020

Passed JUN 2 4 2020

APPROVED AS TO FORM:

DEED RESTRICTIONS

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

I.

The undersigned, <u>Akram Abdul Alzoubi</u> ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the <u>J. Badgley</u> Survey, Abstract No. <u>75</u>, City Block <u>6794</u>, City of Dallas ("City"), <u>Dallas</u> County, Texas, and being that same tract of land conveyed to the Owner by <u>Military Parkway Joint Venture</u>, by deed dated <u>November 29, 2017</u>, and recorded in Instrument Number <u>201700334710</u>, in the Deed Records of <u>Dallas</u> County, Texas, and being more particularly described as follows:

See Exhibit A

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

The following retail and personal service uses are prohibited:

- 1. Liquor store.
- 2. Massage establishment. [MASSAGE ESTABLISHMENT and MASSAGE mean a message establishment or massage as defined by Texas Occupations Code Chapter 455, as amended.]
- 3. Pawn shop.
- 4. Swap or buy shop.
- 5. 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 but does not include permanent makeup application or intradermal cosmetics as a component or service of a duly licensed beauty parlor or salon.]

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.

Christopher J. Caso CB LARRY E. CASTO, City Attorney

Assistant City Attorney

[Attach an acknowledgment for each signer]

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 26th day of May, 2020.
Akram Abdul Alzoubi
Akram Abdul Alzoubi Owner By: Akram Abdul Alzoubi Printed Name: Title: Owner
CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

By: _______
Printed Name: ______
Title: _____

APPROVED AS TO FORM:

ACKNOWLEDGEMENT FORM

Natural person

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on 26th day of May, 200 atte of acknowledgement), by Akram Albau Ajzoubi.

Owner

NOTARY PUBLIC

Miriam Gallegos
My Commission Expires
09/27/2023

M. Grallegos

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 26th day of May, 2020.

Owner

By: Akvam Aboul Alzoubi Printed Name: Akvam Aboul Alzoubi Title: Duner

CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

By: _______
Printed Name: ______
Title:

GIS Approved

EXHIBIT A

BEGINNING at the intersection of Military Parkway and North Saint Augustine Road;

THENCE North 88 ° 43' 5" East along the centerline of Military Parkway a distance of 452.23 feet to a point for corner;

THENCE South 0 ° 39' 1" East a distance of 418.53 feet to a point for corner;

THENCE South 88 ° 12' 13" West a distance of 449.98 feet to a point for corner;

THENCE North 0 ° 57' 48" West along the centerline of North Saint Augustine Road, a distance of 422.55 feet, to the POINT OF BEGINNING, and containing approximately 189687.78 square feet or 4.35 acres.

NOTE: This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in the real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.