

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.

APPROVED AS TO FORM:

CHRISTOPHER J. CASO, City Attorney

By Casey Byers
Assistant City Attorney

Passed JUN 24 2020



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.

201030

Christopher J. Caso ^{CB}
~~LARRY E. CASTO~~, City Attorney

By: Casey Byers
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
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:

201030

ACKNOWLEDGEMENT FORM

Natural person

STATE OF TEXAS

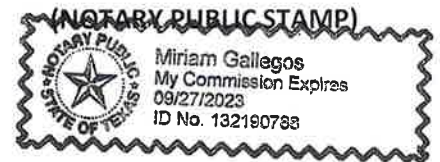
COUNTY OF DALLAS

This instrument was acknowledged before me on 26th day of May, 2020 (date of
acknowledgement), by Akram Abdul Alzoubi.

Owner

M. Gallegos

NOTARY PUBLIC



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: Akram Abdul Alzoubi
Printed Name: Akram Abdul Alzoubi
Title: OWNER

CONSENT AND CONCURRENCE OF LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

EXHIBIT A

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

THENCE North $88^{\circ} 43' 5''$ East along the centerline of Military Parkway a distance of 452.23 feet to a point for corner;

THENCE South $0^{\circ} 39' 1''$ East a distance of 418.53 feet to a point for corner;

THENCE South $88^{\circ} 12' 13''$ West a distance of 449.98 feet to a point for corner;

THENCE North $0^{\circ} 57' 48''$ 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.