

The State of Texas, }
County of TARRANT } Know All Men by These Presents:

That GSC DEVELOPMENT CORPORATION, a Texas Corporation, with principal offices
in the City of Arlington,

of the County of Tarrant State of Texas for and in consideration

of the sum of -----

TEN AND NO/100 (\$10.00) ----- DOLLARS

cash
to it in hand paid by TRAMMELL CROW and GILLIS THOMAS

receipt of which is hereby acknowledged, and for which no lien, expressed or implied,
is retained or shall exist;

Unofficial Copy

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
TRAMMELL CROW and GILLIS THOMAS

of the County of Dallas State of Texas all that certain
lot, tract or parcel of land situated in Tarrant County, Texas, and more particularly
described as follows:

A 2.611 acre tract of land out of the J. Langley Survey, Abstract No. 975 in the City
of Arlington, Tarrant County, Texas; said tract being a portion of a 159.7 acre tract
of land conveyed to Great Southwest Corporation by A. W. Walker, Jr., trustee by Special
Warranty Deed dated April 27, 1956 as recorded in Volume 2986, Page 121 of the Deed
Records of Tarrant County, Texas, said tract being more particularly described as,
follows:

COMMENCING at the intersection of the East right-of-way line of Susan Drive
(60 foot R.O.W.) and the North right-of-way line of Pinewood Drive (60 foot
R.O.W.) extended as recorded in Volume 388-52, Page 66, Plat Records,
Tarrant County, Texas;

THENCE N 00°31'10" W along the East right-of-way line of said Susan Drive
for a distance of 24.77 feet to the Point of Beginning;

THENCE N 00°31'10" W along the East right-of-way line of Susan Drive for a
distance of 275.24 feet to a 5/8" iron rod for corner;

THENCE East for a distance of 380.88 feet to a 5/8" iron rod for corner;

THENCE South for a distance of 300.00 feet to a 5/8" iron rod for corner; said point also being in the North right-of-way line of said Pinewood Drive;

THENCE West along the North right-of-way line of said Pinewood Drive for a distance of 353.39 feet to a 5/8" iron rod at the point of curvature of a curve to the right, said curve having an internal angle of 89°28'50", a radius of 25.00 feet and a tangent of 24.77 feet;

THENCE Northwesterly along said curve to the right for a distance of 39.04 feet to a 5/8" iron rod at the Point of Beginning;

CONTAINING 113,724.83 square feet or 2.611 acres of land.

ALSO KNOWN AS SITE 62, GREAT SOUTHWEST-SOUTH, GREAT SOUTHWEST INDUSTRIAL DISTRICT, ARLINGTON, TEXAS, according to Plat recorded in Volume 388-57, Page 976 et seq, Plat Records, Tarrant County, Texas.

This deed is given and accepted subject to the following:

1. A 5-foot utility easement over and across the North side of subject property as shown by plat recorded in Volume 388-57, Page 976 et seq, Plat Records, Tarrant County, Texas.
2. A 5-foot utility easement over and across the East side of subject property as shown by said plat.
3. Restrictions attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said-----
 TRAMMELL CROW and GILLIS THOMAS, their
 Grantor Corporation does
 heirs and assigns forever and / ~~do~~ hereby bind itself and its successors
~~heirs, executors and administrators~~, to Warrant and Forever Defend, all and singular the said premises
 unto the said TRAMMELL CROW and GILLIS THOMAS, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS////////hand//////at

EXECUTED
 this 27th day of April, 19 72.

Witness at request of Grantor:

ATTEST:

By: Edward R. Crow
 Secretary

GSC DEVELOPMENT CORPORATION

By: G. Douglas Smith
 VICE President

(RESTRICTIONS ATTACHED TO AND MADE A PART OF DEED EXECUTED BY GSC DEVELOPMENT CORPORATION TO
TRAMMELL CROW and _____ DATED April 27, 1972.)
GILLIS THOMAS

MODIFIED DEED RESTRICTIONS
FOR
GREAT SOUTHWEST SOUTH
GREAT SOUTHWEST INDUSTRIAL DISTRICT

1. There shall be no right to subdivide the property conveyed herein.
2. The exterior walls of all buildings shall be of masonry construction, its equivalent or better. The use of materials shall be subject to the approval of the Planning Advisory Board of Great Southwest Corporation, herewith called "the Corporation", as provided for in Paragraph 8 of these restrictive covenants.
3. No site or lot shall be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance, or is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes or noise.
4. No loading docks shall be constructed facing on any public street or highway unless said loading dock and every part thereof is at least one hundred (100) feet inside the right-of-way line of the street or highway on which said loading dock fronts.
5. Outdoor storage yards shall be screened from public view and shall be placed so as to conform with the building line restrictions set forth in Paragraph 9 of these restrictive covenants.
6. Owners of lots shall not permit their employees or tenants to regularly park on public streets during business hours in and near the said property. It will be the responsibility of the said owners, their successors, assigns, or other persons holding under it to provide adequate off-street parking for employees and visitors within property lines. All such parking areas shall be covered with a hard, dust-free, paved surface. Adequate off-street paved areas for loading and maneuvering of all private and commercial vehicles shall be provided.

June 12, 1970

7. The ratio of building coverage to the total site area of the property conveyed herein will be subject to the approval of the Planning Advisory Board, herewith called "the Board", of the Corporation, but in no case may the ratio exceed fifty per cent (50%).

8. Before commencing the construction or alteration of all buildings, enclosures, fences, loading docks, parking facilities, storage yards or any other structures or permanent improvements on the property conveyed herein, the property owner shall first submit site plans or plans and specifications therefor to the Board for its written approval. The Board shall be appointed by the Corporation and composed of an officer of the Corporation, a representative of the property owners of lots within the Great Southwest Industrial District, and a representative of the Architectural Consultants to the Corporation. The Board will be guided by the "GSC Planning Standards", which will be kept on file at the offices of said Corporation. In the event that such Board, or its designated representative shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted to the Board, such approval will not be required, and this covenant will be deemed to have been complied with. Neither the members of such Board nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

9. No building shall be constructed on any lot nearer than twenty-five (25) feet to the right-of-way line of streets. In case of corner lots both twenty-five (25) foot front setbacks will apply. Each lot must be developed with ten per cent (10%) of its total area landscaped for "green" treatment. There must be maintained a minimum strip of ten (10) feet of landscaped ground along the normal curb line of adjacent streets. There shall be provided, at a location convenient to such landscaped area or areas adequate water faucets or lawn sprinkler system for the maintenance of landscaped areas. In the event the

owner of any site or lot fails to comply with the above requirements with respect to landscaping, then, and only then, the Corporation shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such landscaping requirements all at the sole cost and expense of the owner of said lot or site.

10. Minimum side yards shall be ten (10) feet, and shall aggregate a minimum of twenty (20) feet on each individually owned lot; provided, however, where suitable either or both the ten (10) foot minimum and the twenty (20) foot aggregate minimum may be waived by the Board. In the event more than one lot shall be owned by one person or entity and in the improvement of such lot or tract a building shall be erected on more than one lot, then the side line restriction on the interior line or lines shall be waived. Provided further, that if a part of a tract or lot shall be sold before any improvement shall have been erected, then the line between the part sold and the part retained shall be the property line to which this setback restriction shall apply.

11. The owner of the property conveyed herein shall at all times keep the premises, building, improvements and appurtenances in a safe, clean, wholesome condition, and comply in all respects with all government, health, fire and police requirements and regulations, and the owner will remove at his or its own expense any rubbish of any character whatsoever which may accumulate on said property; and in the event said owner fails to comply with any or all of the aforesaid specifications and/or requirements, then and only then, the Corporation shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards.

12. If, at the expiration of two (2) years from the date of execution of a warranty deed conveying any lot lying within said Industrial District any owners or assigns shall not have begun in good faith the construction of a permanent building upon said lot, the Corporation shall have an option to repurchase said lot for the original purchase price and enter into possession of said property.

This option to repurchase must be exercised in writing within ninety (90) days after the expiration of the two (2) year period following the execution of the warranty deed referred to above. Closing of the repurchase shall take place within sixty (60) days of the exercise of the option to repurchase and shall be at the office of the Corporation.

Provided, however, anything in this paragraph to the contrary notwithstanding, the Corporation, its successors and assigns, may extend in writing the time in which such construction may be begun.

13. Plans and specifications for the construction, installation or alteration of all outdoor signs shall be first submitted to and have the written approval of the Corporation, its successors or assigns.

14. The invalidation of any one of the restrictions herein set forth or the failure to enforce any of the said restrictions at the time of its violation shall in no event affect any of the other restrictions, nor be deemed a waiver of the right to enforce the same thereafter.

15. These restrictions and covenants are made for the benefit of the owners, their successors and assigns, and of the Corporation, its successors and assigns; however, these restrictive covenants are intended to be and are restrictive covenants running with the land. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other lawful procedure, and to recover damages resulting therefrom.

THE STATE OF TEXAS,
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the _____ day of _____ A. D. 19 _____

(L. S.)

Notary Public in and for _____

County, Texas

THE STATE OF TEXAS,
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the _____ day of _____ A. D. 19 _____

(L. S.)

Notary Public in and for _____

County, Texas

THE STATE OF TEXAS,
COUNTY OF TARRANT

CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. Doyle Smith, President, GSC Development Corporation whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GSC Development Corporation a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 27 day of April A. D. 19 72

Notary Public in and for _____

Tarrant

County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the _____ day of _____, A. D. 19 _____ at _____ o'clock _____ M., and was duly recorded by me on the _____ day of _____, A. D. 19 _____ in Vol. _____, page _____, of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk

County, Texas

By _____, Deputy.

125

Warranty Deed

FROM

LSC DEVELOPMENT CORPORATION

TO

TRAMMELL CROW and GILLIS THOMAS

FILED FOR RECORD

A.D. 19

This day of

at o'clock M.

County Clerk

Deputy

RECORDED

A. D. 19

County Records

In Book, on Page

County Clerk

Deputy

Recording Fee \$

This instrument should be filed immediately with the County Clerk for Record.

RETURN TO: Trammell Crow and Gillis Thomas

201 Stemmons Tower South

2720 Stemmons Freeway

Dallas, Texas 75247

The Odess Company, Publishers, Dallas



JUN 6 1972

COUNTY CLERK
TARRANT COUNTY, TEXASBY
COUNTY CLERK
E.M. LOFTIN
DEPFILED
TARRANT COUNTY, TEXAS
72 JUN 6 AM 11:21

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Tarrant County, Texas, as stamped hereon by me.