

**REPAIR AGREEMENT BETWEEN THE  
CITY OF DALLAS AND LA REUNION TOWNCENTER, LLC**

Whereas, the City of Dallas is a home-rule municipal corporation situated in Dallas County, Texas, incorporated and operating under the laws of the State of Texas.

Whereas, La Reunion Towncenter, LLC ("La Reunion Towncenter") is a domestic limited liability company doing business and owning property in the City of Dallas, Dallas County, Texas.

Whereas, La Reunion Towncenter owns and controls the structures and the property described as Lot 1, Dallas City Block A/4689, (commonly referred to as 2300 Fort Worth Avenue, Dallas, Texas), and Lot 2, Dallas City Block F/6173, commonly referred to as 2600 Bahama Drive, Dallas, Texas) (collectively the "Property").

Whereas, the Property consists of an occupied multi-family complex.

Whereas, the condition of the Property violates various sections of the Dallas City Code ("Code"), including the following:

1. There are sharp objects that are reasonably capable of causing injury to a person in violation of Section 27-11(a)(1);
2. Failure to provide drainage to prevent standing water and flooding on the land in violation of Section 27-11(a)(4);
3. Failure to remove dead trees and tree limbs that are reasonably capable of causing injury to a person in violation of Section 27-11(a)(5);
4. Failure to keep the doors and windows of a vacant structure or vacant portions of a structure securely closed to prevent unauthorized entry in violation of Section 27-11(a)(6);
5. Failure to protect the exterior surfaces of the structure from decay by application of paint or other coating in violation of Section 27-11(b)(1);
6. Failure to keep the structure in a water-tight and weather-tight condition in violation of Section 27-11(b)(5);

7. Failure to maintain floors, walls, ceilings, and all supporting structural members in a sound condition, capable of bearing imposed loads safely in violation of Section 27-11(b)(6);
8. Failure to repair holes, cracks and loose surface materials that are health or safety hazards in or on floors, walls or ceilings in violation of Section 27-11(b)(9);
9. Failure to repair or replace rotted, fire damaged or broken wood slats and support posts of a fence on the property in violation of Section 27-11(b)(10)(B);
10. Failure to repair or replace broken or bent metal posts and torn, cut, bent or ripped metal fencing materials in violation of Section 27-11(b)(10)(C);
11. There are accumulations of litter that are not in authorized private receptacles for collection in violation of Section 7A-18;
12. Failure to provide and maintain in operating condition electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures in violation of Section 27-11(c)(11);
13. Failure to provide a structure intended for human habitation with a screen for keeping out insects at each opening of the structure if the structure is not cooled with refrigerated air in violation of Section 27-11(d)(2);
14. Failure to maintain the interior of a vacant structure or vacant portion of a structure free from rubbish and garbage in violation of Section 27-11(d)(3);
15. Failure to keep the interior of a structure free from insects, rodents and vermin, except as specified in Section 27-12(b), in violation of Section 27-11(d)(4);
16. Failure to post and maintain the proper number of signs that comply with the "Lock, Take, Hide" requirements of the Dallas City Code in violation of Section 31-41;
17. Permitting weeds or grass located on the premises to grow to a height greater than twelve (12) inches in violation of Section 18-13(a)(1);
18. Permitting junked motor vehicle(s) to be parked, left or maintained on real property in violation of Section 18-20(b);
19. Failure to remove all graffiti from the property in violation of Section 31-38(b);
20. Allowing the accumulation of lumber, boxes, barrels, bricks or stones and similar materials that may be permitted to remain thereon and that may be used as a harborage by rats in violation of Section 40-4;

21. Items that are not customarily stored outside or resistant to the outside environment have been left outside for a period in excess of twenty-four (24) hours in violation of Sections 51A-4.217(b)(6)(A) and 51A-4.213(9)(E);
22. Failure to maintain the maneuvering area and parking surfaces free of potholes in violation of Section 51A-4.301(d)(6);
23. Failure to properly visually screen garbage storage areas in violation of Section 51A-4.602(b)(6);
24. Failure to conspicuously post the official number for each unit in violation of Section 43-104;
25. Failure to provide and maintain in operating condition connections to discharge sewage from a structure or land into a public sewer system in violation of Section 27-11(c)(1);
26. Failure to provide and maintain in operating condition connections and pipes to supply potable water at adequate pressure to a structure intended for human occupancy in violation of Section 27-11(c)(3); and
27. Failure to provide and connect a kitchen sink, bathtub or shower, and lavatory to a cold and hot water source in each structure intended for human habitation in violation of Section 27-11(c)(5).

Whereas, these ordinances relate to:

- a. the preservation of public safety, relating to the material or methods used to construct a building or other structure or improvement, including the foundation, structural elements, electrical wiring or apparatus, plumbing fixtures, entrances, or exits;
- b. the preservations of public health or to the fire safety of a building or other structure or improvement;
- c. dangerously damaged or deteriorated structures or improvements; or
- d. conditions caused by accumulation of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.

Whereas, other individuals and property will continue to suffer from adverse impacts and risk substantial danger of injury unless La Reunion Towncenter complies with these ordinances.

Whereas, without resort to the legal system, the City of Dallas and La Reunion Towncenter desire to settle their dispute.

**IT IS THEREFORE AGREED** that La Reunion Towncenter, as owner of the Property, shall, in accordance with applicable law:

1. Remove or repair sharp objects that are reasonably capable of causing injury to a person **on or before September 15, 2008;**
2. Provide drainage to prevent standing water and flooding on the land **on or before September 15, 2008;**
3. Remove dead trees and tree limbs that are reasonably capable of causing injury to a person **on or before September 15, 2008**, and maintain the Property free of dead trees and tree limbs;
4. Securely close the doors and windows of a vacant structure or vacant portions of a structure to prevent unauthorized entry **on or before September 15, 2008;**
5. Protect the exterior surfaces of the structure from decay by application of paint or other coating **on or before March 15, 2009;**
6. Repair or replace all broken windows **on or before September 15, 2008;**
7. Repair and maintain the structure in a water-tight and weather-tight condition **on or before March 15, 2009;**
8. Repair and maintain floors, walls, ceilings and all supporting structural members in a sound condition, capable of bearing imposed loads safely **on or before March 15, 2009;**
9. Repair holes, cracks and loose surface materials that are health or safety hazards in or on floors, walls or ceilings **on or before March 15, 2009;**
10. Repair or replace rotted, fire damaged or broken wooden fence slats and support posts on the property **on or before October 15, 2008;**

11. Repair or replace broken or bent metal posts and torn, cut, bent or ripped metal fencing materials **on or before September 15, 2008;**
12. Remove accumulations of litter that are not in authorized private receptacles for collection **on or before September 15, 2008** and continue to remove litter as it appears;
13. Provide and maintain in operating condition electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures **on or before October 15, 2008;**
14. Maintain the interior of a vacant structure or vacant portion of a structure free from rubbish and garbage **on or before September 15, 2008;**
15. Keep the interior of a structure free from insects, rodents and vermin, except as specified in Section 27-12(b), **on or before September 15, 2008;**
16. Post and maintain the proper number of signs that comply with the "Lock, Take, Hide" requirements of the Dallas City Code **on or before September 15, 2008;**
17. Maintain weeds and grass on premises such that they are not permitted to grow to a height greater than twelve (12) inches **on or before September 15, 2008;**
18. Remove inoperable or abandoned motor vehicle(s) from the premises **on or before September 15, 2008** and continue to remove junked motor vehicles as they appear;
19. Remove all graffiti from the property **on or before September 15, 2008** and continue to remove graffiti as it appears;
20. Remove all accumulations of lumber, boxes, barrels, bricks or stones and similar materials that may be used as a harborage by rats **on or before September 15, 2008;**
21. Remove all items that are not customarily stored outside or resistant to the outside environment that have been left outside for a period in excess of twenty-four (24) hours **on or before September 15, 2008** and continue to remove such items as they appear;
22. Maintain the maneuvering area and parking surfaces free of potholes **on or before March 15, 2009;**
24. Provide proper visual screening for garbage storage areas **on or before November 15, 2008;** and
25. Conspicuously post the official number for each unit **on or before September 15, 2009.**

26. Provide and maintain in operating condition connections to discharge sewage from a structure or land into a public sewer system **on or before September 15, 2008** for occupied units, and **on or before March 15, 2009** for unoccupied units;
27. Provide and maintain in operating condition connections and pipes to supply potable water at adequate pressure to a structure intended for human occupancy **on or before September 15, 2008** for occupied units, and **on or before March 15, 2009** for unoccupied units; and
28. Provide and connect a kitchen sink, bathtub or shower, and lavatory to a cold and hot water source in each structure intended for human habitation **on or before September 15, 2008** for occupied units, and **on or before March 15, 2009** for unoccupied units.

The City of Dallas will not file a civil suit pursuant to Chapter 54 of the Local Government Code against La Reunion Towncenter regarding the condition of the Property specifically mentioned in this Repair Agreement ("Agreement") unless La Reunion Towncenter fails to comply with the terms of this Agreement. If the Owner fails to comply with any deadlines set forth in this Agreement, or otherwise fails to comply with one or more provisions of this Agreement, then the City of Dallas may file suit and obtain, in addition to the other remedies provided by law, an order commanding La Reunion Towncenter to comply with all provisions of this Agreement including the repair and remedy of all above-referenced Code violations.

La Reunion Towncenter will make the interior and exterior of the Property available for inspection by the City of Dallas at 10:00 a.m. on the following dates: September 16, 2008, October 16, 2008, November 16, 2008, January 16, 2008 and March 16, 2008 (unless otherwise agreed in writing by the parties hereto).

The City of Dallas, through its agents, is authorized to enter the Property and inspect the exterior of the Property at any time, with or without notice to the Owner.

La Reunion Towncenter warrants that it possesses and has allocated sufficient resources to complete or cause to be completed, within the deadlines, all items listed in Paragraph One of this Agreement.

La Reunion Towncenter will inform any potential buyers or subsequent holders of the contents and terms of the Agreement.

La Reunion Towncenter warrants and acknowledges that nothing said or contained within this Agreement is meant to be legal advice; that Assistant City Attorney Julie Dupont is not its attorney; and that La Reunion Towncenter had the opportunity to consult with an attorney prior to signing this Agreement.

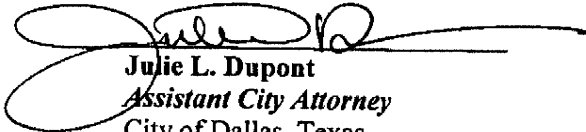
The City of Dallas and La Reunion Towncenter (the "Parties") further agree to, and acknowledge, the terms of this Agreement as mentioned above. There are no other agreements or conditions between the Parties other than the agreements mentioned in this document.

La Reunion Towncenter agrees to perform or cause to perform all work required by this Agreement in a good and workmanlike manner utilizing quality materials, properly trained personnel, and with all building permits required by law.

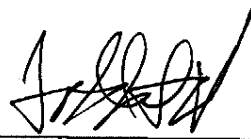
La Reunion Towncenter agrees that it will maintain the Property in compliance with all applicable codes and statutes.

La Reunion Towncenter warrants and acknowledges that the undersigned representative has the authority to bind the limited liability company.

Signed this the 2<sup>nd</sup> day of August, 2008.



**Julie L. Dupont**  
*Assistant City Attorney*  
City of Dallas, Texas  
1500 Marilla 7BN  
Dallas, Texas 75201



**Authorized Agent**  
**La Reunion Towncenter, LLC**  
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Dallas, Texas 75207