

RESTRICTIVE COVENANT

OWNER United States Postal Service an independent establishment of the executive branch of the United States Government

ADDRESS 4301 Wilson Blvd Suite 300 Arlington Virginia 22203

CONSIDERATION Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner the receipt and sufficiency of which is acknowledged

PROPERTY Being Lots 1 8 Block 52 and the vacated alley Original City of Austin and being more particularly described in a Deed of record in Volume 11804 Page 2031 Real Property Records of Travis County Texas

WHEREAS the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions to be effective when the Property is conveyed by the Owner

NOW THEREFORE it is declared that the Owner of the Property for the consideration shall hold sell and convey the Property subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant These covenants and restrictions shall run with the land and shall be binding on the Owner of the Property its heirs successors and assigns

- 1 The Owner shall design and construct streetscape improvements in compliance with the City of Austin Great Streets design criteria as the criteria existed on March 22 2007 Design permitting and construction of streetscape improvements will be at Owner's expense The Owner shall coordinate the design of the streetscape improvements with the Urban Design Section of the Neighborhood Planning and Zoning Department The Urban Design Section shall inspect and approve the streetscape improvements prior to issuance of a certificate of occupancy
- 2 If any person or entity shall violate or attempt to violate this agreement and covenant it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant to prevent the person or entity from such actions and to collect damages for such actions
- 3 If any part of this agreement or covenant is declared invalid by judgment or court order the same shall in no way affect any of the other provisions of this agreement and such remaining portion of this agreement shall remain in full effect
- 4 If at any time the City of Austin fails to enforce this agreement whether or not any violations of it are known such failure shall not constitute a waiver or estoppel of the right to enforce it
- 5 This agreement may be modified amended or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin and (b) by the owner(s) of the Property subject to the modification amendment or termination at the time of such modification amendment or termination
- 6 This agreement shall automatically become effective when the Property is conveyed by the above referenced Owner of the Property

EXECUTED this the 30 day of March 2007

OWNER

UNITED STATES POSTAL SERVICE

By Stephen C Roth
Stephen C Roth Manager of Realty Assets

APPROVED AS TO FORM

Assistant City Attorney
City of Austin

THE STATE OF VIRGINIA §

COUNTY OF ARLINGTON §

This instrument was acknowledged before me on this the 30 day of March 2007 by Stephen C Roth Manager of Realty Assets acting on behalf of the United States Postal Service an independent establishment of the executive branch of the United States Government

Superior In Notary
Notary Public State of Virginia

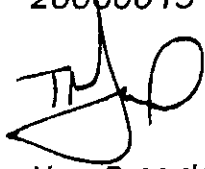
My Comm. Expires 12/31/08

CONTRACTING OFFICER CERTIFICATE OF APPOINTMENT

In accordance with the authority in the Purchasing Manual,
the individual named below is appointed to the position of
U S Postal Service Contracting Officer

Stephen C. Roth

As Contracting Officer, you may bind the Postal Service
in contracts up to the amount of \$ *10 000 000* , subject to
the limitations specified by regulations procedures, and
letter of delegation

SERIAL NUMBER	<i>20060013</i>
SIGNATURE	
TITLE	<i>Vice President, Facilities</i>
DATE	<i>March 18, 2006</i>