

Late Backup

Zoning Case No. C14-2008-0092

RESTRICTIVE COVENANT

OWNER Parmer Park, L P , a Texas limited partnership

ADDRESS Blenheim Corporation, Park Place on Turtle Creek,
2911 Turtle Creek Blvd , Suite 910, Dallas, TX 75219-6253

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 Lots 1, 9, 10, 13, and 14, Block A, Resubdivision of Lot 1, Block A, Parmer Park Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Document No. 200300312, of the Official Public Records of Travis County, Texas.

WHEREAS, the Owner (the "Owner", whether one or more) of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions,

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 A site plan or building permit for the Property may not be approved, released, or issued, if the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds the total traffic generation for the Property as specified in that certain Traffic Impact Analysis ("TIA") prepared by WHM Transportation Engineering, Inc., dated March 2003, or as amended and approved by the Director of the Watershed Protection and Development Review Department. All development on the Property is subject to the recommendations contained in the memorandum from the Transportation Review Section of the Watershed Protection and Development Review Department, dated May 5, 2005. The TIA shall be kept on file at the Watershed Protection and Development Review Department.

The TIA was prepared for Site Plan SP-04-0015C. This covenant does not prohibit a new site plan or changes to the previous site plan provided cumulative traffic generated will not exceed the limits of the TIA.

- 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.

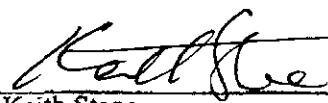
- 4 If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it
5. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority 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

EXECUTED this the 24th day of July, 2008.

OWNER:

**Parmer Park, L.P.,
a Texas limited partnership**

By **Parmer-Dessau, L L C ,
a Texas limited liability company,
its general partner**

By 
Keith Stone,
Manager

APPROVED AS TO FORM

Assistant City Attorney
City of Austin

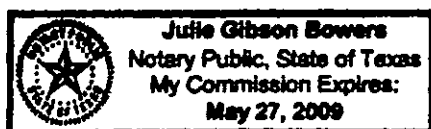
THE STATE OF TEXAS

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COUNTY OF Dallas

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This instrument was acknowledged before me on this the 24th day of July, 2008, by Keith Stone, Manager of Parmer-Dessau, L L C , a Texas limited liability company, general partner of Parmer Park, L P , a Texas limited partnership, on behalf of the company and the partnership



Julie Gibson Bowers
Notary Public, State of Texas

After Recording, Please Return to
City of Austin
Department of Law
P O Box 1088
Austin, Texas 78767-1088
Attention: Diana Minter, Paralegal