

Late Backup

#69

August 20, 2008

Maureen Meredith, Principal Planner
City of Austin, Neighborhood Planning and Zoning Dept
P.O. Box 1088
Austin, TX. 78767

Re: **8600 Thunderbird Road**

Dear Ms Meredith and City Council Members:

We, Charles Redding and Betty Redding, owners of the 0.881 acre referenced property, authorize Jim Wittliff, President of Land Answers Inc, to act as our agent in requesting that the City of Austin rezone our property from CS to NO-MU-NP as part of the Oak Hill Neighborhood Plan, and that condition #1 of the attached restrictive covenant #C14-85-288, Case No. 76 be deleted.

Charles Redding
Charles Redding

8-20-08
Date

Betty Redding
Betty Redding

8/20/08
Date

Attachment: Restrictive Covenant

RESTRICTIVE COVENANT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, Charles Redding and Betty Redding (collectively "Owner") are the owners of the following described property ("Property") to-wit:

1. A portion of Lots 17A and 17B of the resubdivision of Lots 16 through 19 of WESTOAKS, SECTION TWO (2), a subdivision in Travis County, Texas, according to the resubdivision thereof of record in Volume 23, Page 38 of the Map Records of Travis County, Texas, and being further described by metes and bounds in Exhibit "A", attached hereto and incorporated herein for all purposes;
2. A triangular strip of land out of Lot 17A of the resubdivision of Lots 16 through 19, WESTOAKS, SECTION TWO (2), said strip being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein for all purposes;
3. Part of Lot 17A of the resubdivision of Lots 16 through 19, WESTOAKS, SECTION TWO (2), said part being more particularly described by metes and bounds in Exhibit "C", attached hereto and incorporated herein for all purposes; and
4. A 1,259.80 square foot tract of land out of the C.A. Bottom Survey No. 640 in Travis County, Texas, same being out of and a portion of Lot 1 of Block "A" of CHAPARRAL VILLAGE, a subdivision of record in Book 79, Page 223 of the Plat Records of Travis County, Texas, said 1,259.80 square foot tract of land being more particularly described by metes and bounds in Exhibit "D", attached hereto and incorporated herein for all purposes.

WHEREAS, the City of Austin and Owner have agreed that the Property should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, Owner, for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable considerations in hand to the undersigned paid by the City of Austin, the receipt of which is hereby acknowledged, does hereby agree with respect to the Property, such agreement to be deemed and considered as a covenant running with the land, and which

shall be binding on Owner, their heirs and assigns, as follows, to-wit:

1. Use of Property shall be restricted to uses existing as of the date of execution hereof, which include single-family residential, office, consumer repair and related storage areas, and ambulance dispatch operations with related repair and storage.

2. Development of Property shall be subject to a maximum sixty-five percent (65%) impervious coverage and a maximum .25 to 1 floor-to-area ratio.

3. In the event use of Property for consumer repair and related storage and ambulance dispatch operations with related repair and storage is discontinued for 90 consecutive days, the then owner of Property will not object to the City of Austin rezoning Property to "NO" Neighborhood Office District as the same is defined in Sections 2410-2414 of Chapter 13-2A of the Austin City Code 1981, as amended. Normal, seasonal cessation of a use, or temporary discontinuance for purposes of maintenance or rebuilding after damage or destruction shall not be included in calculating the period of discontinuance. In the event of such a rollback, the "NO" Neighborhood Office District zoning for Property shall be subject to the following regulations:

- a. a maximum .25 to 1 floor-to-area ratio; and
- b. a maximum sixty five percent (65%) impervious cover;

4. Signage existing on the Property as of the date of execution hereof shall not be increased in size.

5. Future development of Property shall be subject to Site Plan Review as provided in Sections 6100-6196 of Chapter 13-2A of the City Code of the City of Austin, 1981, as amended.

6. The existing home on Property shall be retained.

7. Future development of Property shall be subject to compliance with the Comprehensive Watershed Ordinance (Ordinance No. 860508-V).

8. If any person, persons, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

9. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment or court order, the same shall in nowise affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.

10. The failure at any time to enforce this agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

11. This agreement may be modified, amended or terminated only by the joint action of both (a) a majority of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin, and (b) the then current owners of the portion of Property with respect to which this agreement is being modified, amended or terminated.

EXECUTED this the 19th day of March, 1987.

Charles Redding
Charles Redding

Betty Redding
Betty Redding

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day
of March, 1987, by Charles Redding.

Felipe Lamas
Notary Public, State of Texas

Felipe Lamas
(Name - Typed or Printed)

1-14-90
Date Commission Expires

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day
of March, 1987, by Betty Redding.

Felipe Lamas
Notary Public, State of Texas

Felipe Lamas
(Name - Typed or Printed)

1-14-90
Date Commission Expires

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