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Late Backup

Zoning Case No. C14H-2009-0006

RESTRICTIVE COVENANT

OWNER: R. Steven Hicks and Donna Stockton-Hicks

ADDRESS: 1 Green Lanes, Austin, Texas 78703

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: Lot 1, and the south 50 feet of Lot 4, Josephine L. Fisher Reservation, and a 0.03 acre tract of land, more or less, out of the George W. Spear League, Abstract 697, Survey 7, Travis County, the tracts of land being more particularly described by metes and bounds in a Warranty Deed in Document No. 2008053267, of record in the Official Public Records of Travis County, Texas.

WHEREAS, on August 27, 2009, the City Council of the City of Austin denied historic zoning to the Property and a demolition permit for the structure located on the Property, known as the Walter E. and Janet Long House, (the "House") was granted to the Owner of the Property.

WHEREAS, the Owner of the Property and the City of Austin (the "City") 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. The Owner of the Property shall dismantle the House and store the building materials in a manner subject to the approval of the City of Austin Historic Preservation Office that allows the House to be accurately reconstructed using the stored materials.
2. The Owner of the Property shall store the building materials in a manner and in a location subject to the approval of the City Historic Preservation Officer for donation of the building materials to Kathleen Fish, Andy Fish and their children (the "Fish Family") for reconstruction of the House.
3. In no case may any of the building materials from the House be sold to an outside party without a written agreement for the reconstruction of the House at a location subject to the approval of the City Historic Preservation Officer.
4. The City Historic Preservation Officer shall be authorized to approve the location at which the Fish Family reconstructs the dismantled House. The preferred location for the reconstruction of the House is within the corporate limits of the City of Austin, Travis County, Texas.

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5. If the Fish Family or their designee has not accepted the dismantled House within six (6) months from the date of the release of the demolition permit, then the Owner may offer it to the City or the City's designee. If neither the City nor the Fish Family (or their respective designees) have accepted the dismantled House within twelve (12) months, then the Owner shall be allowed to donate the stored building materials to any person or entity who will accept it.
6. 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.
7. 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.
8. 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.
9. 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 26 day of August, 2009.

OWNER:

R. Stern Hicks
Donna Stockton Hicks

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THE STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 26th day of August,
2009, by R. Steven Hicks and Donna Stockton Hicks.

Susan M. Pruett
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

