

**RESTRICTIVE COVENANT**

OWNER: Travis Hotel Group, LLC, a Texas limited liability company

OWNER'S ADDRESS: 7557 Rambler Road, Suite 1100, Dallas, Texas 75231

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

PROPERTY: Part of Outlot 33, Division E, the Original City of Austin, Travis County, Texas, being the same property described by the Special Warranty Deed recorded at Document Number 2003134716 of the Official Public Records of Travis County, Texas, and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof; known locally as 405 W. 18<sup>th</sup> Street, Austin, Texas 78701.

WHEREAS, as a part of the discussions occurring in the course of the City Council's public hearing in Zoning Case No. C14h-2009-0016 on November 19, 2009, the Owner of the Property and the City 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 successors and assigns.

1. Within 120 days after completion of the removal of the existing structure from the Property by demolition, the Owner will submit the site plan, license agreement and other applications necessary to obtain approval from the City of a streetscape plan ("Streetscape Plan") which is intended to provide (a) amenities along the Guadalupe Street frontage of the Property which are consistent with the City's "Great Streets" program and (b) a commemorative marker memorializing the prior use of the Property by the Austin Young Women's Christian Association ("Commemorative Marker"). The conceptual Streetscape Plan is attached hereto and made a part hereof as Exhibit "B". It is understood that the Streetscape Plan is subject to City approval of the requisite site plan, license agreement and other necessary applications and may therefore be subject to revision based on applicable ordinances and regulations. As a part of such application process, the design, location and content of the Commemorative Marker shall be submitted to the City's Historic Preservation Officer for his approval, which will not be unreasonably withheld, conditioned or delayed. It is agreed that the Owner shall not be obligated to spend more than \$50,000.00 on the Commemorative Marker. After all necessary City approvals are obtained, the Owner will cause construction of the approved improvements to be commenced within 120 days and thereafter diligently pursued to completion and properly maintained.

11-19-09 \* 96

2. Nothing herein shall be construed as preventing the Owner from erecting temporary or permanent fencing around the remainder of the Property, redeveloping the remainder of the Property, or conducting interim uses on the remainder of the Property pending its redevelopment, subject to compliance with applicable laws. Interim uses of the remainder of the Property may include, but are not limited to, mobile food vendors. Interim uses may not include (a) commercial off-street parking, or (b) accessory parking for off-site uses, as such terms are defined by the City Code as of the date hereof. Except to the extent that the remainder of the Property is occupied by permitted interim uses, the remainder of the Property shall be landscaped pending its redevelopment.
3. It is acknowledged that the Owner has caused an historic documentation of the existing structure on the Property to be prepared in a form acceptable to the City and that the Owner consents to the submission of the documentation to the Austin History Center.
4. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City 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. In addition, until the approved Commemorative Marker is erected, a certificate of occupancy may not be issued for a new permanent building on the remainder of the Property.
5. If any part of this agreement or covenant shall be 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.
6. If at any time the City 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.
7. 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, and (b) the owner(s) of the Property at the time of such modification, amendment or termination.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 8<sup>th</sup> day of MARCH, 2010.

Travis Hotel Group LLC,  
a Texas limited liability company

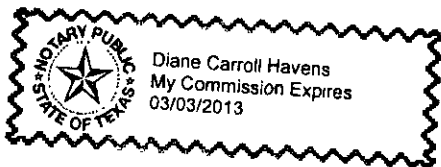
By: 

Name: MICHAEL E. TREGONING

Title: VICE PRESIDENT, CFO

STATE OF TEXAS       §  
                                  §  
COUNTY OF Dallas   §

This instrument was acknowledged before me on March 8<sup>th</sup>, 2010,  
by Michael E. Tregoning, the Vice President, CFO of  
Travis Hotel Group, LLC, a Texas limited liability company, on behalf of said limited liability  
company.



Diane Carroll Havens  
Notary Public - State of Texas

City of Austin,  
a Texas municipal corporation

By: Sue Edwards  
Name: SUE EDWARDS  
Title: ASST. CITY MANAGER

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on March 10, 2010,  
by Sue Edwards, the duly authorized Assistant City Manager  
of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.

Olivia A. Parker  
Notary Public - State of Texas

Approved as to form:

[Signature]  
Assistant City Attorney



Exhibit A  
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**TRACT 1:**

APPROXIMATELY 8,513.8 square feet of land out of and a part of Outlot 33, Division "E" in the City of Austin, Travis County, Texas, according to the map or plan of said City on file with the General Land Office of the State of Texas and being the same property described by metes and bounds as Tract 1 in Warranty Deed recorded in Volume 12217, Page 1597, Real Property Record of Travis County, Texas, and more particularly described as follows:

**FIELD NOTE DESCRIPTION OF 8,513.8 SQUARE FEET OF LAND BEING ALL OF THAT CERTAIN (86) FEET BY (99) FEET TRACT OF LAND AS CONVEYED TO THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF AUSTIN, TEXAS, BY DEED RECORDED IN VOLUME 1633 PAGE 326 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a chiseled "X" mark made in the concrete base of a mailbox at the point of intersection of the South right-of-way of West 18th Street and the West right-of-way of Guadalupe Street for the Northeast corner of Outlot 33, Division "E", of the City of Austin, Travis County, Texas, and being the Northeast corner of that certain (86) feet by (99) feet tract of land as conveyed to the Young Women's Christian Association of Austin, Texas, (YWCA) by deed recorded in Volume 1633 Page 326 of the Deed Records of Travis County, Texas, same being the Northeast corner and **PLACE OF BEGINNING** of the herein described tract;

**THENCE** with the West right-of-way of Guadalupe Street and the East line of said Outlot 33, S 18 deg. 57' 00" W 86.00 ft. to a chiseled "X" mark found in brick for the Southeast corner of said YWCA tract, and being the Southeast corner of this tract;

**THENCE** leaving the West right-of-way of Guadalupe Street and over and across a portion of said Outlot 33 with the South line of said YWCA tract, N 70 deg. 41' 55" W 99.00 ft. to a point on the face of the South wall line of a three-story brick building for the Southwest corner of this tract, and being the Southeast corner of that certain (39) feet by (86) feet tract of land as conveyed to the Young Women's Christian Association of Austin, Texas, by deed recorded in Volume 1633 Page 336 of the Deed Records of Travis County, Texas, same being the Southwest corner of this tract;

**THENCE** with the common line of said YWCA tracts, N 19 deg. 57' 00" E 86.00 ft. to a point in the South right-of-way of West 18th Street and the North line of said Outlot 33 for the Northwest corner of this tract, and from which a chiseled "X" mark found on a concrete step for the Northwest corner of said YWCA Volume 1633 Page 336 tract, bears N 70 deg. 41' 55" W 39.00 ft.;

**THENCE** with the South right-of-way of West 18th Street and the North line of said Outlot 33, S 70 deg. 41' 55" E 99.00 ft. to the **PLACE OF BEGINNING**, containing 8,513.8 square feet of land.

**Exhibit A**  
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**TRACT II:**

APPROXIMATELY 3354 square feet of land out of and a part of Outlot 33, Division "E" in the City of Austin, Travis County, Texas, according to the map or plan of said City of file with the General Land Office of the State of Texas and being the same property described by metes and bounds as Tract. II in Warranty Deed recorded in Volume 12217, Page 1597, Real Property Records of Travis County, Texas, and being more particularly described as follows:

**FIELD NOTE DESCRIPTION OF 3354 SQUARE FEET OF LAND BEING ALL OF THAT CERTAIN (39) FEET BY (86) FEET TRACT OF LAND AS CONVEYED TO THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF AUSTIN, TEXAS, BY DEED RECORDED IN VOLUME 1633 PAGE 336 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a chiseled "X" mark found on a concrete step in the South right-of-way of West 18th Street and the North line of Outlot 33 Division "E" in the City of Austin, Travis County, Texas, for the Northwest corner of that certain (39) feet by (86) feet tract of land as conveyed to the Young Women's Association of Austin, Texas, (YWCA) by deed recorded in Volume 1633 Page 336 of the Deed Records of Travis County, Texas, same being the Northwest corner and **PLACE OF BEGINNING** of the herein described tract;

**THENCE** with the South right-of-way of West 18th Street and the North line of said Outlot 33, S 70 deg. 41' 55" E 39.00 ft. to a point for the Northeast corner of said YWCA tract and for the Northwest corner of that certain (86) feet by (99) feet tract of land as conveyed to the Young Women's Association of Austin, Texas, by deed recorded in Volume 1633 Page 336 of the Deed Records of Travis County, Texas, being the Northeast corner of this tract, and from which a chiseled "X" mark made on the concrete base of a mailbox at the point of intersection of the South right-of-way of West 18th Street and the West right-of-way of Guadalupe Street and being the Northeast corner of said Outlot 33, bears S 70 deg. 41' 55" E 99.00 ft.;

**THENCE** leaving the South right-of-way of West 18th Street with the common line of said YWCA tracts, S 18 deg. 57' 00" W 86.00 ft. to a point on the face of the South wall line of a three-story brick building for the South common corner of said YWCA tracts, being the Southeast corner of this tract;

**THENCE** with the South line of said YWCA Volume 1633 Page 336 tract, N 70 deg. 41' 55" W 39.00 ft. to a point for the Southwest corner of said YWCA Volume 1633 Page 336 tract and being the Southwest corner of this tract, and from which a chiseled "X" mark found in the top of a concrete wall bears S 87 deg. 13' 23" W 0.74 ft.;

**THENCE** with the West line of said YWCA Volume 1633 Page 336 tract, N 18 deg. 57' 00" E 86.00 ft. to the **PLACE OF BEGINNING**, containing 3354 square feet of land.

WEST 18TH STREET

REMAINDER OF THE PROPERTY

EXISTING PARKING

405 WEST 18TH STREET

1108 GUADALUPE STREET

GREAT STREETS  
WORK

10'-0" 8'-0"  
PEDES- CURB-  
TRIAN SIDE  
ZONE ZONE

TRASH RECEPTACLE

LIGHT POLE

BIKE RACK TYP.

TREE, TYP.

BENCH TYP.

CONC. SIDEWALK AND  
CURB

EXIST. CONC. AND CURB

GUADALUPE STREET  
(GREAT STREETS / TRANSIT STREET)

--- LIMITS OF PROPOSED STREETSCAPE WORK



1

Travis House  
Conceptual Streetscape Plan  
Scale 1/8" = 1'-0"

After recording return to:

CITY OF AUSTIN LAW DEPT.  
ATTN: DIANA MINTER  
P.O. BOX 1088  
AUSTIN, TX 78767-1088

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2010 Mar 17 04:01 PM 2010036868

HOLMC \$40.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS