



Zoning Case No. C14-2010-0126

AUSTIN CITY CLERK
RECEIVED

RESTRICTIVE COVENANT

2010 DEC 8 PM 1 41

OWNER: Melridge Terrace, L.P., a Texas limited partnership

ADDRESS: 2111 Melridge Place, Unit A, Austin, Texas 78704

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: A 1.586 acre (69,088 sq. ft.) tract of land, more or less, out of the Henry P. Hill League No. 2, Travis County, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this covenant.

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 ("Agreement"). 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. All residential and commercial development shall comply with Austin Energy Green Building Program (GBP) for a minimum three-star rating.
2. Drainage associated with any improvements or development of the Property shall be directed towards the Town Lake Watershed.
3. Owner/developer shall provide on-site stormwater management controls to ensure downstream off-site flows are at or below the current undeveloped condition flow rates. At site plan, the flow rates shall be measured as determined by the City of Austin Drainage Criteria Manual, Section 2, (*Determination of Stormwater Runoff*), as a baseline for determining downstream off-site flows for the two (2), ten (10), twenty-five (25) and one-hundred (100) year frequency storms. After development, the stormwater runoff peak flows shall not exceed the baseline flow rates or the capacities of the existing downstream drainage systems.
4. If any person or entity shall violate or attempt to violate this Agreement, 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, to prevent the person or entity from such actions, and to collect damages for such actions.

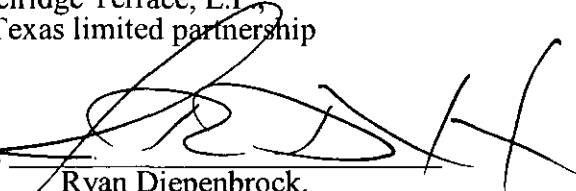
11-18-10 # 97

5. If any part of this Agreement 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.
6. 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.
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 of Austin, and (b) by the owner(s) of the Property, or a portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment or termination.

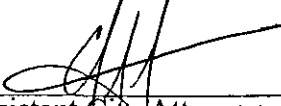
EXECUTED this the 18 day of November, 2010.

OWNER:

Melridge Terrace, L.P.,
a Texas limited partnership

By: 
Ryan Diepenbrock,
Sole Manager

APPROVED AS TO FORM:



Assistant City Attorney
City of Austin

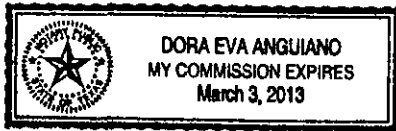
THE STATE OF TEXAS

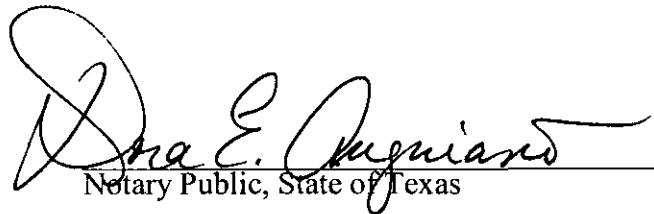
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 18 day of November 2010, by Ryan Diepenbrock, as sole manager, on behalf of Melridge Terrace, L.P., a Texas limited partnership.




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

EXHIBIT "A"

ALL POINTS SURVEYING, INC.

FIELD NOTES OF A SURVEY OF TWO (2) TRACTS OF LAND OUT OF THE HENRY P. HILL LEAGUE NO. 2, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACTS ARE KNOWN AS TRACT NO. ONE AND TRACT NO. TWO IN A DEED TO WILLIAM R. TURPIN BY DEED OF RECORD IN VOLUME 5481 PAGE 1435, DEED RECORDS OF TRAVIS COUNTY, TEXAS, THE PERIMETER OF TRACT NO. ONE AND TRACT NO. TWO IS COMBINED FOR THE PURPOSES OF THIS DESCRIPTION AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pipe found, said pipe is in the North margin of Melridge Place, said pipe is the Southeast corner of the above described Tract No. One and being the Southeast corner of the herein described tract and being the **PLACE OF BEGINNING** hereof

THENCE N 30° 05' 00" E (bearing basis) with the East line of said Tract No. One passing the Southwest corner (at an undetermined distance) of Zilker Skyline Condominiums as recorded in Volume 12706 Page 759, Real Property Records of Travis County, Texas (R.P.R.O.T.C.T.), and continuing with the dividing line of Tract No. One and Zilker Skyline Condominiums, a total distance of 313.16 ft. to a nail found in a fence post at the Northeast corner of Tract No. One, same being the Southeast corner of that certain 0.85 acre tract conveyed to Danlandco Ltd. by deed recorded in Volume 12839 Page 810, R.P.R.O.T.C.T., said nail is the Northeast corner hereof.

THENCE along the dividing line of Tract No. One and the above said 0.85 acre tract, N 59° 39' 39" W, 77.54 ft. to an iron rod set at the Southeast corner of the above said Tract No. Two, for an ell corner hereof.

THENCE along Tract No. Two, the following three (3) calls:

- 1.) N 29° 58' 56" E, 4.00 ft. a calculated point
- 2.) N 59° 40' 55" W, 17.00 ft. a cotton spindle set
- 3.) S 29° 52' 46" W, 4.00 ft. to an iron rod set on the North line of Tract No. One, same being the South line of the above said 0.85 acre tract, for an ell corner hereof

THENCE with the dividing line of Tract No. One and the 0.85 acre tract, N 59° 40' 27" W, 172.03 ft. to "X" found in rock wall, in the East margin of Robert E. Lee, said "X" is the common rear corner of said tracts, for the Northwest corner hereof

SCANNED

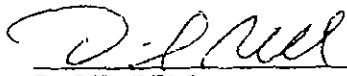
THENCE along the West line of Tract No. One and the East margin of Robert E. Lee, the following four (4) calls:

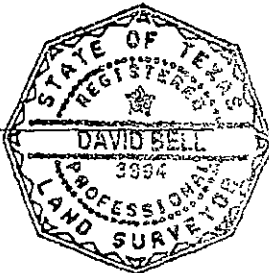
- 1.) S 44° 34' 33" W, 45.43 ft. to an iron pipe found at a point of curvature to the left.
- 2.) Along said curve, the radius of which is 30.00 ft. the arc distance is 22.87 ft., the chord of which bears S 23° 80' 28" W, 22.32 ft. to an "X" found in a rock wall
- 3.) S 01° 00' 52" W, 259.57 ft. to an "X" found in a rock wall at a point of curvature to the left
- 4.) Along said curve, the radius of which is 40.57 ft., the arc distance is 43.48 ft., the chord of which bears S 29° 22' 01" E, 41.08 ft. to an iron pipe found at a point of tangency, being the intersection of the East margin of Robert E. Lee and the North margin of Melridge Place

THENCE along the South line of Tract No. One and the North margin of Melridge Place, S 59° 42' 30" E, 113.66 ft. to the PLACE OF BEGINNING and containing 1.586 acres or 69,088 square feet of land.

Surveyor's comments:

This metes and bounds description is to accompany a survey map of even date.


DAVID BELL
R.P.L.S. No. 3994
JOB No. 09R36007

 Date

10/2/07

611 South Congress - Suite 100 - Austin, Texas 78704
Telephone: (512) 440-0071 *Fax: (512) 440-0199

SCANNED

[illegible]

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 19, 2010 11:09 AM

2010172942

HOLMC: \$40.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS