**Zoning Case No. C14-2014-0061RC**

# RESTRICTIVE COVENANT

OWNER: Van Family Real Estate Partnership, LTD, a Texas limited liability company

ADDRESS: 8701 Research Boulevard, Suite E, Austin, Texas 78758

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 2, Anderson Mill Convenience Center Subdivision, a subdivision in the City of Austin, Williamson County, Texas, according to the map or plat of record in Cabinet C, Pages 113-114, of the Plat Records of Williamson 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 ("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. Development on the Property is subject to the recommendations contained in the Neighborhood Traffic Analysis ("NTA") memorandum from the Transportation Review Section of the Planning and Development Review Department (the "Department"), dated May 27, 2014. The NTA memorandum shall be kept on file at the Department.

2. 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.

3. 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.

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, 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 _____day of _____, 2014.

**OWNER:**

**VAN FAMILY REAL ESTATE PARTNERSHIP**, LTD, a Texas limited liability company

By: **VAN FAMILY MANAGEMENT, L.C.**, a Texas limited company, its general partner

By: _____
Glenn Van Shellenbeck
President

APPROVED AS TO FORM:

_____
Assistant City Attorney
City of Austin

**THE STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this the ___ day of_____ _____, 2014, by Glenn Van Shellenbeck, President of Van Family Management, L.C., a Texas limited company, general partner of Van Family Real Estate Partnership, Ltd, a Texas limited liability company, on behalf of the company.

_____
Notary Public, State of Texas

**After Recording, Please Return to:**
**City of Austin**
**Law Department**
**P. O. Box 1088**
**Austin, Texas 78767**
**Attention: J. Collins, Paralegal**