

RESTRICTIVE COVENANT

OWNER: Seamless GCW, Ltd., a Texas limited partnership

OWNER ADDRESS: P.O. Box 302380, 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: A description of a tract of land containing 0.6066 acre (26,422 square feet) out of Lot 1 of the Maufrais Subdivision, recorded in Volume 90, Page 90-91 of the Plat Records of Travis County, Texas (P.R.T.C.T.), and being the same tract conveyed to Seamless GCW, Ltd, called Tract 2, recorded in Document Number 2009197813 of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.), said 0.6066 acre being more particularly described by metes and bounds in Exhibit "A" incorporated into this covenant (the "Property"),

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. The use of outdoor sound equipment to amplify sound is prohibited on the Property.
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 _____, 2017.

OWNER:

Seamless GCW, Ltd., a Texas limited partnership

By: Seamless GCW GP, LLC, a Texas limited liability company, its general partner

By: _____
Joe Warnock
President

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the _____ day of _____, 2017, by Joe Warnock, as President of Seamless GCW GP, LLC, a Texas limited liability company, general partner of Seamless GCW, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

EXHIBIT "_____"



TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.6066 ACRE (26,422 SQUARE FEET) OUT OF LOT 1 OF THE MAUFRAIS SUBDIVISION, RECORDED IN VOLUME 90, PAGE 90-91 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS (P.R.T.C.T.), AND BEING THE SAME TRACT CONVEYED TO SEAMLESS GCW, LTD, CALLED TRACT 2, RECORDED IN DOCUMENT NUMBER 2009197813 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 0.6066 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2-inch iron rod found in the east right-of-way line of South Lamar Boulevard (Right-of-way Varies), and being in the north line of Lot 1 of said Maufrais Subdivision, and being the southwest corner of Lot 3 of Commercial Square Subdivision, recorded in Volume 29, Page 26 (P.R.T.C.T.), from which a 1/2-inch iron rod with "RPLS 4337" cap found at the northwest corner of said Lot 1, and being in the east right-of-way line of said South Lamar Boulevard bears, N57°20'38"W, a distance of 4.93 feet, also from which a 1/2-inch iron rod found at a point of curvature in the west line of said Lot 3, and being a point of curvature in the east right-of-way line of said South Lamar Boulevard bears, along the arc of a curve to the left, whose radius is 1960.50 feet, whose arc length is 170.62 feet and whose chord bears N29°04'28"E, a distance of 170.56 feet;

THENCE, with the south line of said Lot 3, and the north line of said Lot 1, S57°20'38"E, a distance of 195.00 feet to a 1/2-inch iron rod with an illegible cap found for the southwest corner and **POINT OF BEGINNING** hereof, said point being the most southerly corner of said Lot 3, and being an angle point in the north line of said Lot 1, and being the southwest corner of said 0.606 acre Seamless GCW tract;

THENCE, with the common line between said Lot 3 and said Lot 1, and with the west and north line of said 0.606 acre Seamless GCW tract, the following three (3) courses and distances:

- 1) N50°51'00"E, a distance of 145.48 feet to a calculated point for an angle point hereof,
- 2) S63°28'00"E, a distance of 60.18 feet to a calculated point for an angle point hereof, and
- 3) S73°56'00"E, a distance of 88.13 feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being the northeast corner of said 0.606 acre Seamless GCW tract, the northeast corner of said Lot 1 and being the southeast corner of said Lot 3 and being in the west right-of-way line of the Union Pacific Railroad (called the International and Great Northern Railroad per plat, Volume 90, Pages 90-61), (100' Right-of-way), from which a 1/2-inch iron rod with illegible cap found at the northeast corner of said Lot 3, and being the southeast corner of Lot 2A of Commercial Square Resubd., recorded in Volume 47, Page 47 (P.R.T.C.T.), and being in the west right-of-way line of said railroad right-of-way bears, N25°43'03"E, a distance of 65.08 feet;

THENCE, with the east line of said Lot 1, the east line of said 0.606 acre Seamless GCW tract, and the west right-of-way line of said Railroad, the following two (2) courses and distances:

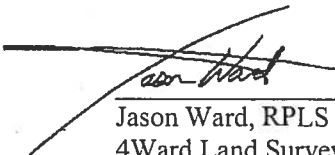
- 1) S25°43'03"W, a distance of 24.28 feet to a 1/2-inch iron rod found for a point of curvature hereof, and
- 2) Along the arc of a curve to the right, whose radius is 2,814.79 feet, whose arc length is 146.33 feet and whose chord bears S27°20'21"W, a distance of 146.32 feet to a 1/2-

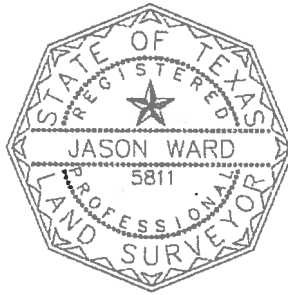
inch iron rod with "RPLS 4337" cap found for the southeast corner hereof, said point being the southeast corner of said 0.606 acre Seamless GCW tract, and being the northeast corner of a tract conveyed to C.A.C.R. Limited Partnership, recorded in Volume 12444, Page 124 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), and being in the west right-of-way line of said railroad, and being in the east line of said Lot 1, from which a 1/2-inch iron rod found at the southeast corner of said Lot 1, and being the northeast corner of Lot 2, also of said Maufrais subdivision, and being in the west right-of-way line of said railroad bears, along the arc of a curve to the right, whose radius is 2,814.79 feet, whose arc length is 95.46 feet and whose chord bears S29°48'00"W, a distance of 95.46 feet;

THENCE, leaving the west right-of-way line of said railroad, and the east line of said Lot 1, over and across said Lot 1 with the south line of said 0.606 acre Seamless GCW tract, and the north line of said C.A.C.R. tract, **N57°20'38"W**, a distance of **206.21** feet to the **POINT OF BEGINNING** and containing 0.6066 Acre (24,422 Square Feet) of land, more or less.

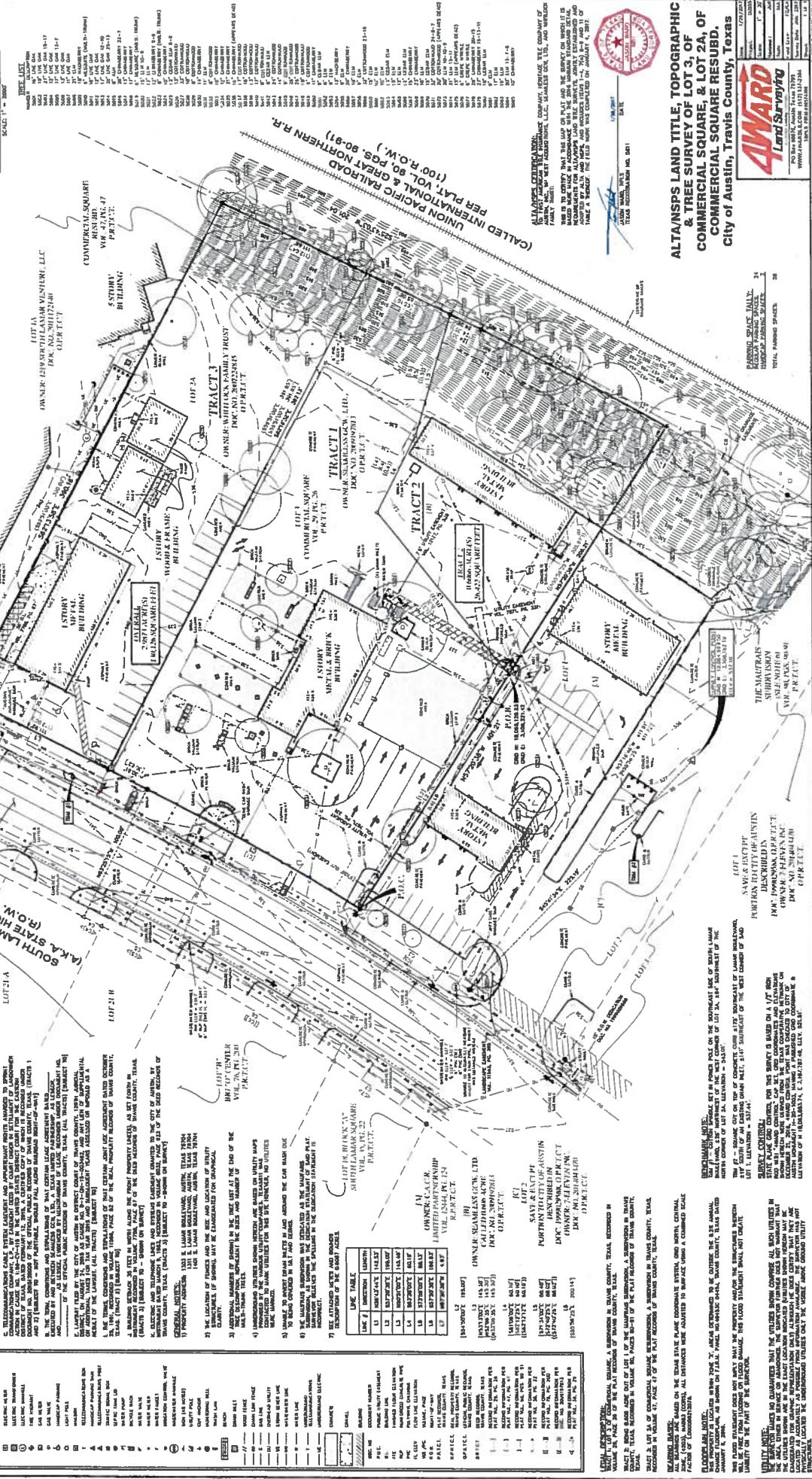
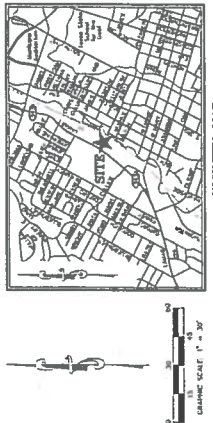
Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000059212078. See attached sketch (reference drawing: 00555_ALTA.dwg.)


1/12/17
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



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Law Department
P. O. Box 1088
Austin, Texas 78767
Attention: M. Thompson, Paralegal