

Zoning Case No. C814-2014-0120

RESTRICTIVE COVENANT

OWNER: Twelve Lakes LLC., a Texas limited liability company

OWNER ADDRESS: 2001 Bryan Street, Suite 1550, Dallas, Texas 75201

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: Tract 1:
Lot 5, Koger Executive Center Unit Three, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 75, Page 322 of the Plat Records of Travis County, Texas, and;

Tract 2:
Lots 6A and 6B, Resubdivision Lot 6, Koger Executive Center Unit Three, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 77, Page 167 of the Plat Records of Travis County, Texas, and;

Tract 3:
Lots 8, 9 and 10, Koger Executive Center Unit Four, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 80, Page 176 of the Plat Records of Travis County, Texas, and;

Tract 4:
Lots 3A, 3B and 3C, Resubdivision of a Portion of Lot 3, Koger Executive Center Unit Two, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 76, Page 50 of the Plat Records of Travis County, Texas, and;

Tract 5:
Lot(s) 1, 2, 4A and 4B, Koger Executive Center Unit Five, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 84, Pages 6D-7A of the Plat Records of Travis County, Texas (cumulatively referred to as 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. A site plan or building permit for the Property may not be approved, released, or issued, if the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds the total traffic generation for the Property as specified in that certain Traffic Impact Analysis ("TIA") prepared by Kimley-Horn and Associates, dated July 26, 2016, or as amended, and approved by the Director of the Development Services Department. All development on the Property is subject to the Development Services Department, Transportation Review Section's staff memorandum ("memorandum") dated October 6, 2016, and any amendments to the memorandum that address subsequent TIA updates for the Property. The TIA and memorandum shall be kept on file at the Development Services 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 _____, 2017.

Owner:

Twelve Lakes LLC, a Texas limited liability company

By: Twelve Lakes Managing Member, LLC, a
Delaware limited liability company, its sole
member

By: _____
Jon M. Ruff
Senior Vice 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 _____, 2017, by Jon M. Ruff, as Senior Vice President of Twelve Lakes Managing Member, LLC, a Delaware limited liability company, the sole member of Twelve Lakes LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

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