

Zoning Case No. C14-2017-0059

RESTRICTIVE COVENANT

OWNER: 1107 Rio Grande, LLC, a Texas limited liability company

OWNER ADDRESS: 1107 Rio Grande Street, Austin, Texas 78701

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: 0.084 acre tract of land situated in the Thomas J. Chambers Survey, Abstract No. 7, Travis County, Texas, being all that certain tract of land described in deed to Reza Haghighatian and Rosario Haghighatian, as recorded in Instrument No. 2008010501, Official Public Records, Travis County, Texas, and 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 amplification equipment 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:

1107 Rio Grande, LLC, a Texas limited liability company

By: _____
Asa Christensen
Managing Member

By: _____
Vanessa Christensen
Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2017, by Asa Christensen, as Managing Member of 1107 Rio Grande, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2017, by Vanessa Christensen, as Managing Member of 1107 Rio Grande, LLC., a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

PREMIER SURVEYING LLC

5700 W. Plano Parkway, Suite 2700
Plano, Texas 75093
972-612-3601
Fax: 972-964-7021

Exhibit "A"
(1105 RIO GRANDE STREET)

BEING A 0.084 ACRE TRACT OF LAND SITUATED IN THE THOMAS J. CHAMBERS SURVEY, ABSTRACT NO. 7, TRAVIS COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO REZA HAGHIGHATIAN AND ROSARIO HAGHIGHATIAN, AS RECORDED IN INSTRUMENT NO. 2008010501, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID HAGHIGHATIAN TRACT AND THE NORTH CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO THEODORE SIFF, AS RECORDED IN VOLUME 6256, PAGE 1034, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID IRON ROD BEING ON THE SOUTHWEST LINE OF AN ALLEY;

THENCE SOUTH 19° 00' 00" WEST, A DISTANCE OF 53.08 FEET ALONG THE COMMON LINE OF SAID HAGHIGHATIAN AND SIFF TRACTS TO A POINT FROM WHICH A FENCE CORNER BEARS SOUTH 75° 05' WEST - 1.3 FEET, SAID POINT BEING THE SOUTH CORNER OF SAID HAGHIGHATIAN TRACT AND THE EAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO GALO OPS, LLC, AS RECORDED IN INSTRUMENT NO. 2016155308, AFORESAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 70° 50' 00" WEST, A DISTANCE OF 69.10 FEET ALONG THE COMMON LINE OF SAID HAGHIGHATIAN AND GALO OPS TRACTS TO A 1/2-INCH IRON ROD FOUND AT THE WEST CORNER OF SAID HAGHIGHATIAN TRACT, SAID IRON ROD BEING ON THE SOUTHEAST LINE OF RIO GRANDE STREET;

THENCE NORTH 19° 09' 10" EAST, A DISTANCE OF 53.42 FEET ALONG SAID SOUTHEAST LINE TO THE NORTH CORNER OF SAID HAGHIGHATIAN TRACT, BEING THE INTERSECTION OF SAID SOUTHEAST LINE AND THE SOUTHWEST LINE OF AFORESAID ALLEY;

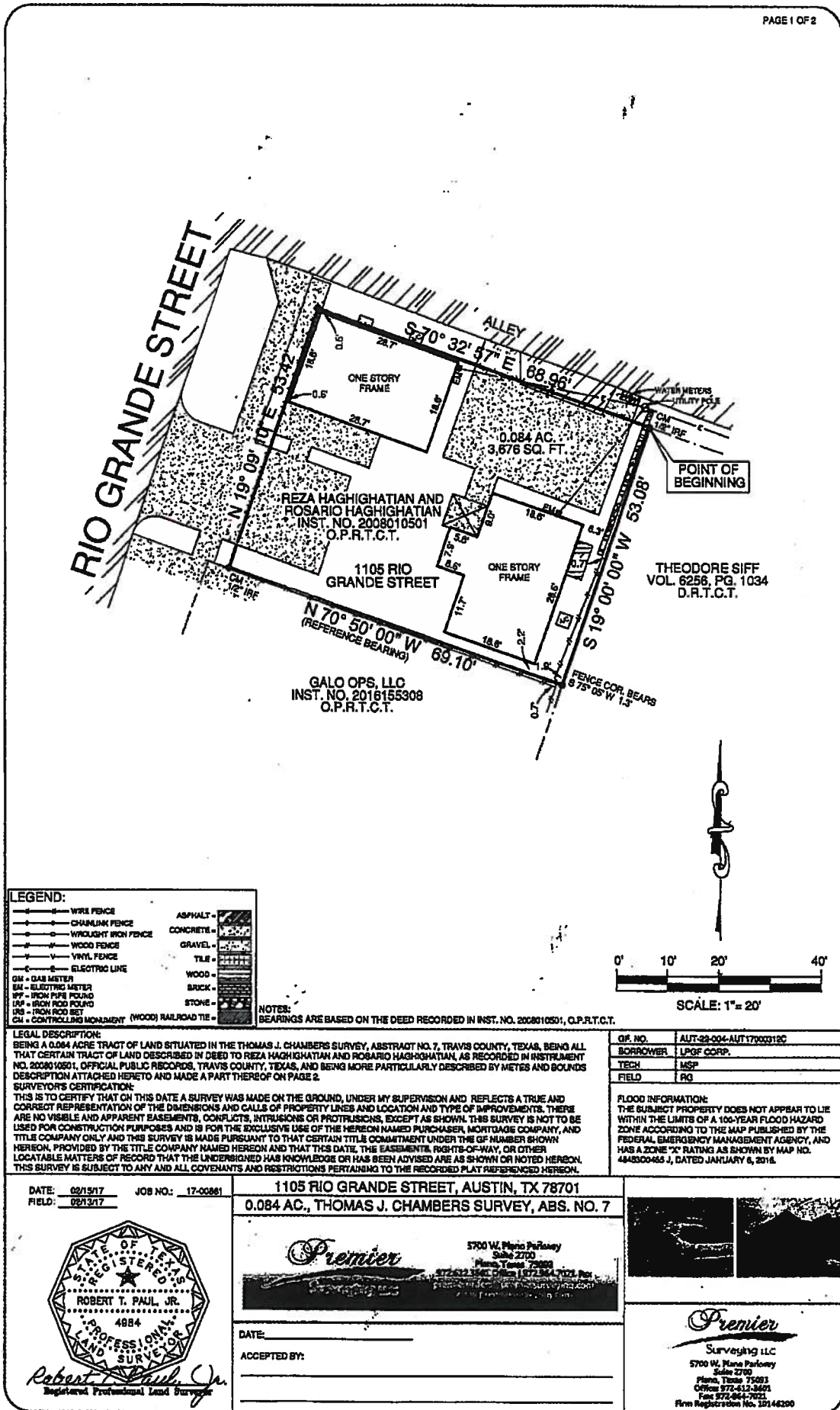
THENCE SOUTH 70° 32' 57" EAST, A DISTANCE OF 68.96 FEET ALONG SAID SOUTHWEST LINE TO THE POINT OF BEGINNING AND CONTAINING 3,676 SQUARE FEET OR 0.084 OF ONE ACRE OF LAND.



Survey Plat of even date attached hereto and made a part hereof.

Date: 02/13/17

EXHIBIT A



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