

Zoning Case No. C14-2018-0001

RESTRICTIVE COVENANT

OWNER: Goodwill Industries of Central Texas, a Texas nonprofit corporation

OWNER ADDRESS: 1015 Norwood Park Boulevard
Austin, TX 78753

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 are acknowledged.

PROPERTY: Lots 1 and 2, Block A, Bilton Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Volume 91, Page 281, of the Official Public Records of Travis County, Texas, and

Lot 1, Biltmore Plaza Amended Plat of Lots 1 and 2, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Volume 91, Page 281, of the Official Public Records of Travis County, Texas, SAVE AND EXCEPT:

A 0.024 acre of land (approximately 1,050 square feet), being a portion of Lot 1, Amended Plat of Lots 1 and 2, Biltmore Plaza Subdivision, a subdivision in Travis County, Texas, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this covenant, (cumulatively referred to as the "Property"),

WHEREAS, the Owner 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 Alliance Transportation Group, dated August 21, 2018, 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 dated September 28, 2018, revised December 6, 2018 ("memorandum") 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 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 5th day of February, 2019.

Owner:

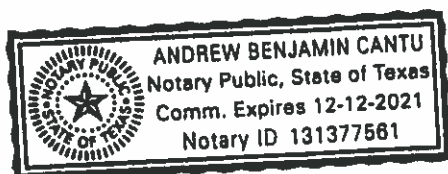
Goodwill Industries of Central Texas, a Texas nonprofit corporation

By: Paula Campbell
Paula Campbell, Chief Operating Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 5th day of February 2019, by Paula Campbell, as Chief Operating Officer of Goodwill Industries of Central Texas, a Texas nonprofit corporation, on behalf of said corporation.

Andrew Benjamin Cantu
Notary Public, State of Texas





**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**0.024 ACRES
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.024 ACRES (APPROXIMATELY 1,050 SQ. FT.), BEING A PORTION OF LOT 1, AMENDED PLAT OF LOTS 1 AND 2, BILTMORE PLAZA SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 90, PAGES 241 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.024 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found in the west right-of-way line of Metric Boulevard (100' right-of-way width) as shown on Volume 86, Page 41A, Volume 90, Page 241 and Volume 91, Page 281, all of the Plat Records of Travis County, Texas, being the northeast corner of said Lot 1 and also being the southeast corner of a 0.013 acre tract described in Volume 11299, Page 464 of the Real Property Records of Travis County, Texas, from which a 1/2" rebar with "Chaparral" cap found for the northwest corner of Lot 1, being the southwest corner of said 0.013 acre tract and also being in the southeast line of a 4.96 acre tract described in Volume 1059, Page 357 of the Deed Records of Travis County, Texas, bears South 69°07'55" West, a distance of 35.80 feet;

THENCE South 26°47'19" West, crossing Lot 1, a distance of 78.88 feet to a calculated point for the **POINT OF BEGINNING**;

THENCE continuing across the Lot 1, the following four (4) courses and distances:

1. South 62°14'10" East, a distance of 30.00 feet to a calculated point;
2. South 27°45'50" West, a distance of 35.00 feet to a calculated point, from which a 1/2" rebar with "Holt Carson" cap found in the southwest right-of-way line of Metric Boulevard, being the easternmost corner of Lot 1 and also being the northernmost corner of Lot 2, Block A, Bilton Subdivision, a subdivision of record in Volume 91, Page 281 of the Plat Records of Travis County, Texas, bears South 43°54'44" East, a distance of 193.30 feet;
3. North 62°14'10" West, a distance of 30.00 feet to a calculated point;
4. North 27°45'50" East, a distance of 35.00 feet to the **POINT OF BEGINNING**, containing 0.024 acres of land, more or less.


Exhibit A

Page 2

Surveyed on the ground January 30, 2018.

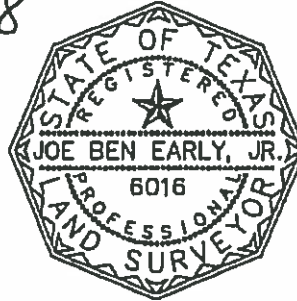
Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS Solutions from The National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 1358-002-CELL1

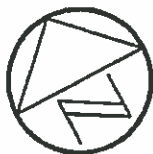

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016
T.B.P.L.S. Firm No. 10124500

Date

7/23/18



CITY OF
AUSTIN
0.013 ACRES
(11299/464)



CITY OF AUSTIN
PORTION OF
4.96 ACRES
(1059/357)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S62°14'10"E	30.00'
L2	S27°45'50"W	35.00'
L3	N62°14'10"W	30.00'
L4	N27°45'50"E	35.00'
L5	S69°07'55"W	35.80'
L6	S26°47'19"W	78.88'
L7	S43°54'44"E	193.30'

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 135B-002-CELL1

- 1/2" REBAR FOUND
- HC ● REBAR WITH "HOLT CARSON" CAP FOUND
- CH ● 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- Δ CALCULATED POINT
- () RECORD INFORMATION

LOT 1
AMENDED PLAT OF
LOTS 1 AND 2,
BILTMORE PLAZA
SUBDIVISION
(90/241)

0.024 ACRES
APPROX.
1,050 SQ. FT.

LOT 1
AMENDED PLAT OF
LOTS 1 AND 2,
BILTMORE PLAZA
SUBDIVISION
(90/241)

DATE OF SURVEY: 01/30/18
PLOT DATE: 07/23/18
DRAWING NO.: 1358-002-CELL1
PROJECT NO.: 1358-002
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JDB

Chaparral

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

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