



Zoning Case No. C14-04-0202

RESTRICTIVE COVENANT

OWNER: Wayne E. Brown

ADDRESS: 102 Herrera Street, Austin, Texas 78742

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 0.155 acre tract of land (6,763 square feet), more or less, out of Lot 9, Block A, Monterrey Subdivision, in Travis County, the tract of land being more particularly described by metes and bounds in Exhibit "A" attached and incorporated into this covenant.

WHEREAS, 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. 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. If use of the Property as an automotive repair use is discontinued for 90 consecutive days, the Owner of the Property will not object to the City of Austin rezoning the Property to neighborhood office (NO) district as defined in Chapter 25-2 of the City Code. Normal seasonal cessation of a use, or temporary discontinuance for purposes of maintenance or rebuilding of the Property after damage or destruction may not be used in calculating of the period of discontinuance.
2. At the time of rezoning the Property to neighborhood office (NO) district, development and uses of the Property shall be limited by a conditional overlay to fewer than 300 trips per day.
3. If any person or entity shall violate or attempt to violate this agreement and covenant, 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 or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
4. If any part of this agreement or covenant 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.
5. 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.

4-28-05
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6. 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 subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the 25 day of April, 2005.

OWNER:

Wayne E Brown
Wayne E. Brown

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 25th day of April 2005, 2005, by Wayne E. Brown.

Carla M Duran
Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-8828
Attention: Diana Minter, Legal Assistant



LEGAL DESCRIPTION

BEING A 0.155 ACRE (6.763 SQUARE FOOT) TRACT OF LAND, BEING THE REMAINDER OF LAND OUT OF LOT 9, BLOCK A, VOLUME 4, PAGE 236, MONTERREY SUBDIVISION, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING THE SAME TRACT AS RECORDED IN WARRANTY DEED WITH VENDORS LIEN IN VOLUME 7718, PAGE 373, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.155 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument (Type II) found at the southeast corner of said Lot 9, on the northwesterly right-of-way line of Herrera Street, a 50-foot wide right-of-way, for the southeast corner of this tract;

THENCE, northwesterly, with the common line between said 0.155 acre tract and the east right-of-way line of Highway 183, the following two (2) courses:

- 1) N63°02'55"W, a distance of 31.65 feet to a concrete highway monument (Type II) found, for the southwest corner of this tract;
- 2) N05°40'44"W, a distance of 90.62 feet to a calculated point, for the northwest corner of this tract;

THENCE, N85°27'00"E, with the common line between said Lot 9 and Lot 10, a distance of 103.70 feet to a calculated point, for the northeast corner of this tract;

THENCE, S30°25'00"W, a distance of 130.74 feet to the **POINT OF BEGINNING**, containing 0.155 acres of land.

BEARING BASIS NOTE

The bearings described herein are based on the southwesterly line of said Lot 9, having a bearing of S30°25'00"W.

Exhibit A

THE STATE OF TEXAS

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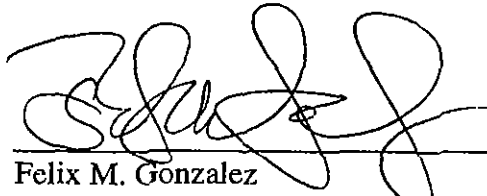
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, Felix M. Gonzalez, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during December, 2004 under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas, this the 10th day of December 2004, A.D.

Big Sky Surveying
1402 Baffin Cove
Round Rock, Texas 78664
512-248-1484


Felix M. Gonzalez
Registered Professional Land Surveyor
No. 5418 - State of Texas

REFERENCES

Deed Reference: Volume 7718, Page 373,
Deed Records of Travis County, Texas
TCAD No. 03-0217-0401
BIG SKY PROJ. NO. 2004076

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2005 Apr 29 01:54 PM 2005075169

CRIDERL \$20.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS