



## Zoning Case No. C14-05-0005

RESTRICTIVE COVENANT

OWNERS: LG Park Plaza Limited Partnership, a Texas limited partnership  
LG Lamar Limited Partnership, a Texas limited partnership

ADDRESS: 2859 Paces Ferry Road, Suite 1450, Atlanta, Georgia 30339

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: Lot A, Jetco Partners International Resubdivision One Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 83, Page 184A, of the Plat Records of Travis County, Texas; and

A 2.582 acre tract of land, more or less, out of Outlot 11, Division Z, of the Original City of Austin, the tract of land being more particularly described by metes and bounds in Exhibit "A" attached and incorporated into this covenant.

WHEREAS, the Owners 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 Owners 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 Owners of the Property, its heirs, successors, and assigns.

1. The Owners shall design and construct streetscape improvements in compliance with the City of Austin Great Streets design criteria as the criteria existed on February 2, 2006. Design, permitting and construction of streetscape improvements will be at Owner's expense. The Owner shall coordinate the design of the streetscape improvements with the Urban Design Section of the Neighborhood Planning and Zoning Department. The Urban Design Section shall inspect and approve the streetscape improvements prior to issuance of a certificate of occupancy.
2. 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.
3. 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.
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.

2/2/06  
#Z-7

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 subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the 2<sup>nd</sup> day of February, 2006.

**OWNERS:**

**LG Park Plaza Limited Partnership,**  
a Texas limited partnership

By: Gables Realty GP, LLC,  
a Texas limited liability company,  
its general partner

By: Lion Gables Realty Limited Partnership,  
a Delaware limited partnership,  
its sole member

By: Gables GP, Inc.,  
a Texas corporation,  
its sole general partner

By:   
Ben Pisklak,  
Vice President

**LG Lamar Limited Partnership,**  
a Texas limited partnership

By: LG Residential Services, L.L.C.,  
a Texas limited liability company,  
its sole general partner

By: Gables Residential Services Inc.,  
a Texas corporation

By:   
Ben Pisklak,  
Vice President

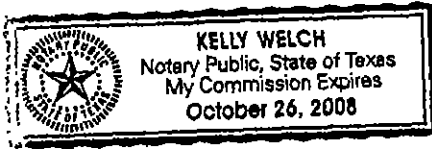
APPROVED AS TO FORM:

  
Assistant City Attorney  
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 2nd day of February, 2006, by Ben Pisklak, Vice President of Gables GP, Inc., a Texas corporation, sole general partner of Lion Gables Realty Limited Partnership, a Delaware limited partnership, sole member of Gables Realty GP, LLC, a Texas limited liability company, general partner of LG Park Plaza Limited Partnership, a Texas limited partnership, on behalf of the corporation, general partner, limited liability company and limited partnership.

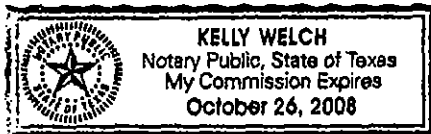


Kelly Welch  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 2nd day of February, 2006, by Ben Pisklak, Vice President of Gables Residential Services, Inc., a Texas corporation, sole member of LG Residential Services, L.L.C., a Texas limited liability company, general partner of LG Lamar Limited Partnership, a Texas limited partnership, on behalf of the corporation, limited liability company and limited partnership.



Kelly Welch  
Notary Public, State of Texas

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

2.582 ACRE  
LUMBERMEN'S INVESTMENT  
CORPORATION

EXHIBIT A

FN 04-378(MM)  
OCTOBER 4, 2004  
BPE JOB NO. 659-23.92

#### DESCRIPTION

OF 2.582 ACRES OF LAND SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, OUT OF OUTLOT 11, DIVISION 2 OF THE ORIGINAL CITY OF AUSTIN, BEING A PORTION OF THAT CERTAIN 3.19 ACRE TRACT CONVEYED TO LUMBERMEN'S INVESTMENT CORPORATION BY DEED OF RECORD IN VOLUME 12038, PAGE 535 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.582 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 inch iron rod found at the southeasterly corner of that certain 1.94 acre tract being Lot A, Jetco Partners International Resubdivision One, a subdivision of record in Book 83, Page 184A of the Plat Records of Travis County, Texas, same being the southwesterly corner of said 3.19 acre tract, also being in the agreed upon Boundary line between Lumbermen's Investment Corporation and the City of Austin of record in Document No. 2001013549 of the Official Public Records of Travis County, Texas for the southwesterly corner hereof;

**THENCE**, leaving said Boundary Line Agreement of record, along the common line of said 3.19 acre tract and said Lot A, Jetco Partners International Resubdivision One, the following four (4) courses and distances:

- 1) N26°28'47"E, a distance of 222.40 feet to a 1/2 inch iron rod found;
- 2) N65°11'45"W, a distance of 53.96 feet to a 1/2 inch iron rod found;
- 3) N36°00'59"E, a distance of 153.54 feet to a 1/2 inch iron rod found;
- 4) N31°18'32"E, a distance of 22.34 feet to a 1/2 inch iron rod found, being the northeasterly corner of said Lot A, Jetco Partners International Resubdivision One, same being in the westerly line of Missouri Pacific Railroad Right-of Way;

**THENCE**, N31°37'22"E, a distance of 6.92 feet to a 1/2 inch iron rod found at the northwesterly corner of said 3.19 acre tract, being in the westerly line of the Missouri Pacific Railroad Right-of-Way (R.O.W. Varies) and the northwesterly corner hereof, being the point of curvature of a non-tangent curve to the right;

THENCE, along said non-tangent curve to the right, along a portion of the northerly line of said 3.19 acre tract, being a portion of the westerly line of the Missouri Pacific Railroad Right-of-Way, having a radius of 520.00 feet, a central angle of  $57^{\circ}48'02''$ , an arc length of 524.58 feet and a chord which bears  $S25^{\circ}50'12''E$ , a distance of 502.62 feet to a PK nail set in concrete for the northeasterly corner hereof;


THENCE, leaving the westerly line of Missouri Pacific Railroad right-of-way, over and across said 3.19 acre tract the following two (2) courses and distances;

- 1)  $S20^{\circ}22'13''W$ , a distance of 45.27 feet to a cotton spindle set for the southeasterly corner hereof;
- 2)  $N74^{\circ}57'47''W$ , a distance of 321.98 feet to a calculated point in the southerly line of said 3.19 acre tract, same being the aforementioned Boundary Line Agreement of record;

THENCE,  $N49^{\circ}56'23''W$ , along said Boundary Line Agreement of record, being the southerly line hereof, a distance of 62.77 feet to the POINT OF BEGINNING, containing an area of 2.582 acres (112,470 sq. ft.) of land, more or less, within these metes and bounds.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION.

BURY & PARTNERS, INC.  
ENGINEERS-SURVEYORS  
3345 BEE CAVES ROAD, SUITE 200  
AUSTIN, TEXAS 78746

  
\_\_\_\_\_  
JOHN T. BILNOSKI  
NO. 4998  
STATE OF TEXAS

10/4/04

DATE



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



2006 Feb 03 02:52 PM 2006020000

YOUNGE \$32.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS