

Zoning Case No. C14-05-0108

RESTRICTIVE COVENANT

OWNER: SWD Partners, Ltd., a Texas limited partnership

ADDRESS: 1700 South Mopac Expressway, Austin, Texas 78746

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 1.833 acre tract of land, more or less, out of the James P. Davis Survey No. 14, Travis County, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this covenant.

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. 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 general retail sales (convenience) use may not exceed 2500 square feet of gross floor area.
2. A general retail sales (convenience) use is limited to an accessory use to a medical offices use.
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.
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 to be effective the 9th day of January, 2006.

OWNER:

SWD Partners, Ltd.,
a Texas limited partnership

By: WSD Partners, L.L.C.,
a Texas limited liability company,
its General Partner

By: Mark A. Banta
Mark A. Banta,
Title: Representative

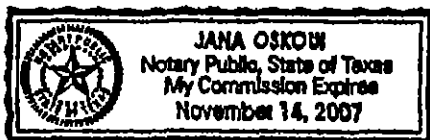
APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 9th day of January, 2006, by Mark A. Banta, as Representative of WSD Partners, L.L.C., a Texas limited liability company, General Partner, of SWD Partners, Ltd., a Texas limited partnership, on behalf of the company and limited partnership.



Jana Oskow
Notary Public, State of Texas