

**RESTRICTIVE COVENANT
FOR
ZONING CASE NO C14-06-0190**

Owner The City of Austin, a municipal corporation

Address P O Box 1088, Austin, Texas 78767-8828

WHEREAS, the City of Austin, as Owner of the Property has agreed that the Property should be impressed with certain covenants and restrictions,

WHEREAS, the City Council of the City of Austin authorizes the City Manager, or her designee, to execute an instrument for such purposes,

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 The Owner shall design and construct streetscape improvements. 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.
- 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 _____ day of _____, 2006

OWNERS:

CITY OF AUSTIN

By _____
LAURA J HUFFMAN,
ASSISTANT CITY MANAGER,
CITY OF AUSTIN

THE STATE OF TEXAS .

COUNTY OF TRAVIS :

This instrument was acknowledged before me on this the _____ day of _____, 2006, by **LAURA J HUFFMAN**, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation

Notary Public, State of Texas

AFTER RECORDING RETURN TO

City of Austin Law Department
P O Box 1088
Austin, Texas 78767
Attn Diana Minter, Paralegal