

Zoning Case No. C14-2014-0123RC

RESTRICTIVE COVENANT

OWNER: Glenn M. Foore and Paula Foore

ADDRESS: 755 Springdale Road, Austin, Texas 78702

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: 4.85 acre tract of land out of the J. Goodwin Jones Subdivision, said acre tract of land being more particularly described by metes and bounds in Exhibit "A" attached and incorporated into this covenant (the "Property"),

WHEREAS, the Owner (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 ("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. Outdoor entertainment use shall be limited to:

Friday and Saturday: 10:00 a.m. – 11:00 p.m.

Sunday through Thursday: 11:00 a.m. – 10:00 p.m.

2. Set-up for an outdoor entertainment use and outdoor entertainment use shall not begin before 3:00 p.m. on days when the school located on Mansell Drive is in session.
3. Sound is limited to 75 decibels at the property line.
4. 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.

5. 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.
6. 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.
7. 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, 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 _____ day of _____, 2014.

OWNERS:

By: _____
Glenn M. Foore

By: _____
Paula Foore

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the ____ day of _____,
2014, by Glenn M. Foore.

Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the ____ day of _____,
2014, by Paula. Foore.

Notary Public, State of Texas



LEGAL DESCRIPTION

4.85 ACRE TRACT
J. GOODWIN JONES SUBDIVISION
CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

Being a 4.85 acre tract of land and being all of lots 6, 7 and 8 out of the J. Goodwin Jones Subdivision, a subdivision in the City of Austin, Travis County, Texas, recorded in Volume 486, Page 56 of the Deed Records of Travis County, Texas, said 4.85 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 1 inch iron pipe found at the most westerly corner of the above mentioned Lot 6, being the northeast corner of the Chunn Subdivision, (4/120), located on the southeast line of Springdale Road, for the most westerly corner of this;

THENCE along the northwest line of said Lots 6, 7 and 8, common boundary with said Springdale Road, and generally along a chain link fence line, N 27°47'40" E a distance of 319.57 feet to a 1/2 inch iron rod set at a chain link fence corner post at the most northerly corner of said Lot 8, being the northwest corner of the Springdale Terrace subdivision, (4/47), for the most northerly corner of this;

THENCE departing said Springdale Road, along the northeast line of said Lot 8, common boundary with said Springdale Terrace, S 62°18'16" E a distance of 660.07 feet to a 1 inch iron pipe found at the most easterly corner of said Lot 8, same being the southwest corner of said Springdale Terrace, and located on the northwest R.O.W. line of Mansell Avenue (50 foot wide R.O.W.), for the most easterly corner of this;

THENCE along the southeast line of said Lots 8, 7 and 6, common boundary with said Mansell Avenue, S 27°43'02" W a distance of 320.27 feet to a 1 inch iron pipe found at the most southerly corner of said Lot 6, same being the southeast corner of said Chunn Subdivision, for the most southerly corner of this;

THENCE departing said Mansell Avenue, along the southwest line of said Lot 6, common boundary with said Chunn Subdivision, N 62°14'37" W a distance of 660.50 feet to the **POINT OF BEGINNING**, in all containing 4.85 acres of land.

All bearings and distances are based on State Plane Coordinate System, Texas Central Zone, Nad 1983.

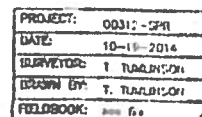
This description to accompany a plat of like date representing an on the ground survey supervised by me Tyler Tumlinson, Registered Professional Land Surveyor.

October 19, 2014


Tyler Tumlinson
RPLS No. 6410

00312-SPR





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