

Zoning Case No. C14-2017-0105

RESTRICTIVE COVENANT

OWNERS: Tocayo Investments GP, LLC, a Texas limited liability company
and
CC Third Comal LP, a Texas limited partnership

OWNER ADDRESS: 823 Congress Avenue, Suite 600
Austin, Texas 78701-2647

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: Lots 1-6, Block 1, Wm. Frazier subdivision of Outlot 5, Division "O", a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 4, of the Plat Records of Travis County, Texas

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. All development on the Property is subject to the Development Services Department, Transportation Review Section's staff memorandum ("memorandum") dated November 8, 2017, and any amendments to the memorandum that address subsequent TIA updates for the Property. The memorandum shall be kept on file at the Development Services Department.
2. 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.

3. 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.
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 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 _____, 2018.

Owner(s):

Tocayo Investments GP, LLC, a Texas limited liability company

By: _____
Robert Gandy IV, Managing Member

CC Third and Comal LP, a Texas limited partnership

By: CC Third and Comal GP LLC, a Texas limited liability, its
general partner

By: _____
Robert Gandy IV, Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____ 2018,
by Robert Gandy IV, as Managing Member of Tocayo Investments GP, LLC, a Texas limited
liability company, on behalf of said company.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____ 2018,
by Robert Gandy IV, as Managing Member of CC Third and Comal GP, LLC, a Texas limited
liability company, as general partner of CC Third and Comal LP, a Texas limited partnership, on
behalf of said partnership.

Notary Public, State of Texas

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

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