Item 139
PAZ

Zoning Case Nos. C14-2017-0022

RESTRICTIVE COVENANT

OWNER:	Hanaco Ventures, LLC, a Texas limited liability company
OWNER ADDRESS:	3839 Bee Caves Road, Suite 203 Austin, TX 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 are acknowledged.
PROPERTY:	Lots 1 and 2, Block A, Bluff Springs Commercial, a subdivision in Travis County, Texas, according to the map or plat of record thereof recorded in Book 98, Pages 293-294, of the Plat Records of Travis County, Texas.

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 ("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. A site plan or building permit for the Property may not be approved, released, or issued, if the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds the total traffic generation for the Property as specified in that certain Traffic Impact Analysis ("TIA") prepared by LJA Engineering, Inc., dated January 7, 2019, or as amended, and approved by the Director of the Development Services Department. All development on the Property is subject to the Development Services Department, Transportation Review Section's staff memorandum dated January 30, 2019 ("memorandum") and any amendments to the memorandum that address subsequent TIA updates for the Property. The TIA and 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 31 day of July, 2019.

Owner:

Hanaco Ventures, LLC, a Texas limited liability company

By: _____
Salim Haddad, Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 31 day of July 2019, by Salim Haddad, as manager of Hanaco Ventures, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Assistant City Attorney
City of Austin

CONNIE A HENRY
Notary ID #11234602
My Commission Expires
May 27, 2022

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