

**AGREEMENT INCIDENTAL TO SITE DEVELOPMENT PLAN  
AND RESTRICTIVE COVENANT**

This Agreement Incidental to Site Development Plan and Restrictive Covenant is entered into by and between Delwau LLC, a Texas limited liability company, and Lower Boggy Creek Neighborhood Association, an unincorporated Texas association.

Delwau LLC (“Delwau”) is the owner of certain real property in Travis County, Texas, legally described as 11.93 acres of land, more or less, situated in the JAMES BURLESON SURVEY NO. 19, ABSTRACT NO. 4, Travis County, TX, and further described in a General Warranty Deed recorded as Document No. 2017174854, Official Public Records of Travis County, Texas (the “Property”). Delwau is exploring the redevelopment of the Property into a recreational vehicle park. In connection with any redevelopment of the Property into a recreational vehicle park, Delwau must file with the City of Austin an application for a site plan and other development and building permits. In the event Delwau pursues its plans to redevelopment the Property into a recreational vehicle park, and receives the necessary approvals from the City of Austin for such project, Delwau agrees to the following conditions, to be implemented in conjunction with the construction of the project after receipt of all necessary approvals and permits from the City of Austin:

1. As part of its site plan application, Delwau will request the City of Austin to restrict parking along the portion of Delwau Ln abutting the Property to residential permit parking only.
2. As part of its site plan application, Delwau will request the City of Austin to install (1) safety mirrors at the Delwau Ln Bridge crossing Boggy Creek to enhance the safety of vehicles and pedestrians crossing the bridge; and (2) caution signs in each direction at the Delwau Ln Bridge crossing Boggy Creek to enhance the safety of vehicles and pedestrians crossing the bridge.
3. As part of its site plan application, Delwau will request the City of Austin to provide regular maintenance of the Delwau Ln entrance to the Walnut Creek Trail, and to install caution signs on Delwau Ln to enhance the safety of vehicles on Delwau Ln and pedestrians using the Walnut Creek Trail.
4. As part of its site plan application, Delwau will agree to the recording of the proposed Restrictive Covenant attached hereto as Exhibit A, upon receipt of all necessary approvals and permits from the City of Austin for the project.

In consideration of the mutual promises contained in this Agreement, the Lower Boggy Creek Neighborhood Association agrees not to oppose Delwau’s application for a site plan and to cooperate in good faith with Delwau through the application process with the City of Austin.

Signed this 27 day of April, 2020.

Delwau LLC

By:   
Noah Zimmerman, Manager

Lower Boggy Creek Neighborhood Association

By: \_\_\_\_\_  
Jayme Moore  
Title: \_\_\_\_\_

**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

## RESTRICTIVE COVENANT

**Date:** April 27, 2020

**Owner:** DELWAU LLC, a Texas limited liability compant

**Owner's Address:** 1409 W. 6<sup>th</sup> St, Austin, Travis County, Texas 78703

**Owner's Property:** Being 11.93 acres of land, more or less, situated in the JAMES BURLESON SURVEY NO. 19, ABSTRACT NO. 4, Travis County, TX, and further described in a General Warranty Deed recorded as Document No. 2017174854, Official Public Records of Travis County, Texas.

**Restrictive Covenant Purpose:** To impose certain restrictions in connection with the development of Owner's Property as a recreational vehicle park.

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to Owner's Property and of record in the Official Public Records of the Texas county in which the Owner's Property is located that are valid, existing, and affect the Owner's Property as of the Date.

Owner, as the fee simple owner of Owner's Property, establishes these Use Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, in, over, under, on, and across Owner's Property for the Restrictive Covenant Purpose as may be necessary or desirable subject to the Permitted Encumbrances, and specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and their successors, and all persons claiming under them, and for the benefit of and limitations on all future owners of Owner's Property.

**1. Use Restriction.** Owner agrees to place the following Use Restrictions on Owner's Property, but only upon (a) approval by the City of Austin of Owner's site development plan and building permit for the development of Owner's Property as a recreational vehicle park; and (b) issuance by the City of Austin of a certificate of occupancy to Owner after completion of construction:

(a) Installation of a privacy fence as depicted on Exhibit A attached hereto;

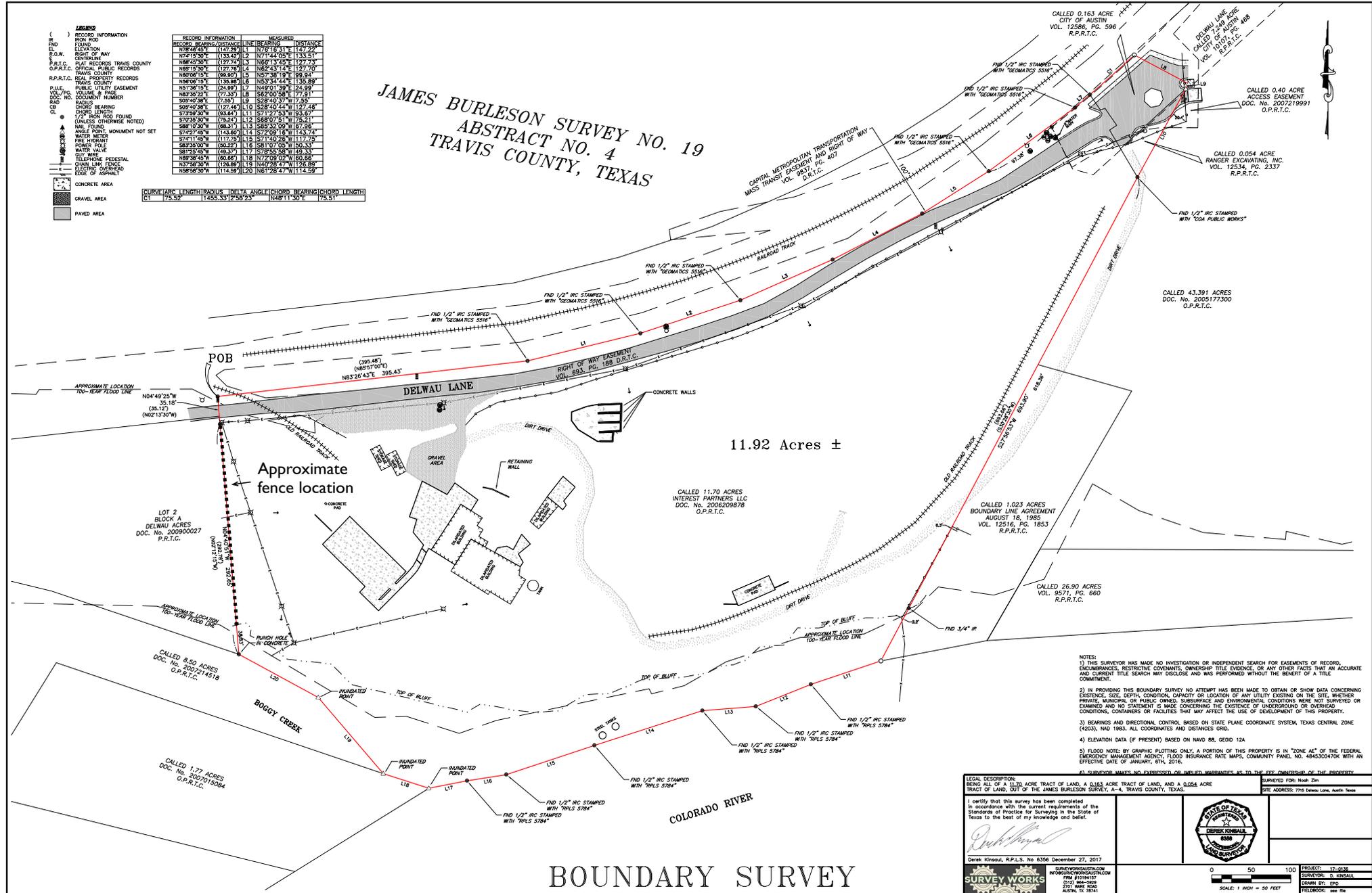
- (b) Owner agrees to prohibit any amplified music from being broadcast within the boundaries of Owner's Property;
- (c) Owner will reserve a majority of spaces for persons seeking month-to-month tenancies at the park;
- (d) Owner will not use the portion of Owner's Property within one hundred feet (100 feet) of the western property line of Owner's Property for retail sales.

A restrictive covenant running with the land for the Use Restriction described in this paragraph is reserved by this instrument.

2. **Term.** This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.

3. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person violating or threatening to violate any covenant either to restrain violation or to recover damages. Enforcement may be undertaken by any grantor or grantee in the chain of title, any property owner in the subdivision, any property owner lying downstream or upstream adversely effected by any violation or threat to violate this covenant, or the City of Austin.

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**LEGEND**

( ) RECORD INFORMATION  
 IR IRON ROD FOUND  
 EL ELEVATION  
 R.O.W. RIGHT OF WAY CENTERLINE  
 P.A.T.C. PLAT RECORDS TRAVIS COUNTY  
 O.P.R.T.C. OFFICIAL PUBLIC RECORDS  
 TRAVIS COUNTY REAL PROPERTY RECORDS  
 TRAVIS COUNTY PUBLIC UTILITY EASEMENT  
 VOL. & PAGE DOCUMENT NUMBER  
 RAD. RADIUS  
 CHORD BEARING CHORD LENGTH  
 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)  
 WALL FOUND  
 ANGLE POINT, MONUMENT NOT SET  
 SPT#11425W  
 SPT#12345W  
 SPT#13456W  
 SPT#14567W  
 SPT#15678W  
 SPT#16789W  
 SPT#17890W  
 SPT#18901W  
 SPT#19012W  
 SPT#20123W

RECORD INFORMATION	LINE BEARING	MEASURED DISTANCE
137844.45	N17°18'41"E	114.72
N7°18'30"E	(133.42)	133.51
N8°45'30"E	(122.74)	122.77
N8°18'30"E	(117.74)	117.77
N8°20'15"E	(89.93)	89.94
N9°05'15"E	(138.89)	138.89
N51°36'15"E	(24.89)	24.89
N83°30'27"E	(77.35)	77.31
S09°40'38"E	(17.24)	17.24
S09°40'38"E	(17.44)	17.44
S10°30'30"W	(75.24)	75.21
S81°05'00"W	(88.31)	88.31
S74°27'45"W	(143.60)	143.71
S74°14'45"W	(117.75)	117.75
S80°30'00"W	(92.99)	92.99
S81°23'45"W	(48.37)	48.33
N88°58'45"W	(62.49)	62.50
N3°58'30"W	(126.89)	126.89
N88°58'30"W	(114.59)	114.59

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	75.52	1145.33	248.23	N48°11'30"E	75.51

**JAMES BURLESON SURVEY NO. 19  
 ABSTRACT NO. 4  
 TRAVIS COUNTY, TEXAS**

11.92 Acres ±

Approximate fence location

- NOTES:**
- 1) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
  - 2) IN PROVIDING THIS BOUNDARY SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR CHANGED AND NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OF DEVELOPMENT OF THIS PROPERTY.
  - 3) BEARINGS AND DIRECTIONAL CONTROL BASED ON STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE (4203), 1983. 1983. ALL COORDINATES AND DISTANCES GRID.
  - 4) ELEVATION DATA (IF PRESENT) BASED ON NAVD 83, GEOID 12A
  - 5) FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS IN "ZONE AE" OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 484530470K WITH AN EFFECTIVE DATE OF JANUARY, 6TH, 2016.

**LEGAL DESCRIPTION:**  
 BEING ALL OF A 11.92 ACRE TRACT OF LAND, A 0.163 ACRE TRACT OF LAND, AND A 0.054 ACRE TRACT OF LAND, OUT OF THE JAMES BURLESON SURVEY, A-4, TRAVIS COUNTY, TEXAS.

I certify that this survey has been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Texas to the best of my knowledge and belief.

Derek Kinsoul, R.P.L.S. No. 6356 December 27, 2017

778 Delwau Lane, Austin, Texas

0 50 100  
 SCALE: 1" INCH = 50 FEET

PROJECT: 17-028  
 SURVIVOR: D. KINSOUL  
 DRAWN BY: EPD  
 PLOTTED BY: [Signature]

**BOUNDARY SURVEY**

Executed effective the Date first above stated.

**OWNER**

DELWAU LLC

By:   
Noah Zimmerman, Manager

STATE OF CALIFORNIA §

COUNTY OF \_\_\_\_\_ §

Before me \_\_\_\_\_, Notary Public, on this day personally appeared Noah Zimmerman, manager of DELWAU LLC, a Texas limited liability company, known to me through his CA driver's license to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of California

**SEE ATTACHED**

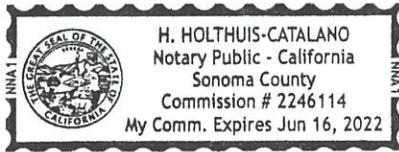
**CALIFORNIA ALL-PURPOSE**  
**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sonoma

On 4/27/2020 before me, H. Holthuis-Catalano, Notary Public, personally appeared Noah Zimmerman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.



(SEAL)

WITNESS my hand and official seal.

H. Holthuis-Catalano  
H. Holthuis-Catalano  
Notary Public, Sonoma County  
Commission #2246114  
Expires: June 16, 2022

If marked, then attached pages will bear embossment of above notary.

**Optional:** Not required by law, however, may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**Signature Authority of Signer:**

- Individual  
 Corporate Officer(s)  
\_\_\_\_\_  
(Title)  
 Partner (Limited or General)  
 Attorney In Fact  
 Trustee(s)  
 Guardian/Conservator  
 Other \_\_\_\_\_

**Description of Attached Documents:**

Title or type of Document: Restrictive  
covenant  
Number of Pages: 3 plus this pg  
Date of Document: 4/27/2020  
Signer(s) other than Named Above:  
None