

**Zoning Case No. C14-2013-0111RC**

**RESTRICTIVE COVENANT**

**OWNER:** 9<sup>th</sup> Red River, LLC, a Texas limited liability company

**ADDRESS:** 7701 North Lamar Blvd, Austin, Texas 78752

**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 5, 6, 7 and 8, Block 93 Original City of Austin and more particularly described in the map or plat filed at the General Land Office of the State of Texas (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. 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 Alliance Transportation Group, dated August 20, 2013, or as amended and approved by the Director of the Planning and Development Review Department. All development on the Property is subject to the recommendations contained in the memorandum from the Transportation Review Section of the Planning and Development Review Department, dated October 16, 2013. The TIA shall be kept on file at the Planning and Development Review 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(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 \_\_\_\_\_, 2013.

**OWNER:**

**9<sup>TH</sup> RED RIVER, LLC**, a Texas limited liability company

By: \_\_\_\_\_  
Sam Kumar  
Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney  
City of Austin

**THE STATE OF TEXAS   §**

**COUNTY OF TRAVIS     §**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2013, by Sam Kumar, Manager of 9<sup>th</sup> Red River, LLC, a Texas limited liability company, on behalf of the company.

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Notary Public, State of Texas

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