

TRV 2003291518
2 pgs

Zoning Case No. C14-02-0183

RESTRICTIVE COVENANT

OWNER: Paul A. Saustrup

ADDRESS: 680 Tillery Street, 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: A 3.50 acre tract of land out of Outlots 46 and 51, Division A of the Government Outlots in the City of Austin, the tract being more particularly described by metes and bounds in a Warranty Deed recorded in Document No. 2001210158, Official Public Records of Travis County, Texas. (1120 Tillery Street)

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. 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. If use of the Property as a plant nursery use is discontinued for 90 consecutive days, the Owner of the Property will not object to the City of Austin rezoning the Property to single family residence small lot-neighborhood plan (SF-4A-NP) combining district as defined in Chapter 25-2 of the City Code. Normal seasonal cessation of a use, or temporary discontinuance for purposes of maintenance or rebuilding of the Property after damage or destruction may not be used in calculating of the period of discontinuance
2. If any person or entity shall violate or attempt to violate this agreement and covenant, 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 or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this agreement or covenant 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 subject to the modification, amendment or termination at the time of such modification, amendment or termination.

6/8/03 # 26

EXECUTED this the 19th day of MARCH, 2003.

OWNER:

Paul A. Saustrup
Paul A. Saustrup

APPROVED AS TO FORM:

Edward Thomas
Assistant City Attorney
City of Austin

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 19th day of March, 2003, by Paul A. Saustrup.



Clara Hilling
Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1546
Austin, Texas 78767-1546
Attention: Diana Minter, Legal Assistant

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir
12-18-2003 01:47 PM 2003291518
TANGUMAK \$16.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Page

GENERAL WARRANTY DEED

Date.

11-8, 2001

Grantor:

ROBERTA PIPES, formerly known as
ROBERTA SESSUMS

Grantor's Mailing Address.

P.O. Box 1090
Palacios, Matagorda County, Texas 77465

Grantee:

PAUL A. SAUSTRUP

Grantee's Mailing Address.

680 Tillery St.
Austin, Travis County, Texas 78702

Consideration: Cash and Grantee's assumption of and agreement to pay, according to the note's terms, the unpaid principal and earned interest on that certain note (the "Note") in the original principal sum of FORTY THOUSAND DOLLARS (\$40,000.00) dated January 4, 1995, executed by ROBERTA SESSUMS, and payable to the order of PAUL L MOYER and MEREDITH MORTON MOYER. The Note is secured by an express vendor's lien and superior title retained in a deed dated January 4, 1995, recorded in Volume 12347, Page 594 of the Real Property Records of Travis County, Texas, and additionally secured by a deed of trust of even date, from ROBERTA SESSUMS to MACK RAY HERNANDEZ, Trustee, recorded in the real property records of Travis County, Texas. As further consideration Grantee promises to keep and perform all the covenants and obligations of the grantor[s] named in that deed of trust and to indemnify, defend, and hold Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to a breach or default of any provision of this assumption by Grantee. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements):

3.50 acres out of 4 acres, more or less, part of outlots 46 and 51 in Division "A" of the Government Outlots adjoining the original City of Austin, Travis County, Texas, said 4 acres being recorded in Volume 812, Page 300, Travis County Deed Records and being more particularly described in Exhibit "A" attached hereto and made a part hereof

Reservations from and Exceptions to Conveyance and Warranty Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or overlapping of improvements, and taxes for 2000 and subsequent years, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The first and superior vendor's lien against and superior title to the Property are retained in this deed to secure Grantee's assumption of the Note. If default occurs in payment of the assumed Note or in observance of any covenant or condition of any instrument securing the assumed Note, Grantor and the holder of the assumed Note each have the independent right to foreclose the vendor's lien. However, as between the two holders of the vendor's lien, Grantor's rights, title, and interest are subordinate to the rights, title, and interest of the holder of the assumed Note. Cancellation of the assumed Note and release of the lien securing it will release the lien securing the assumption, without specific reference to them or the joinder of Grantor

When the context requires, singular nouns and pronouns include the plural

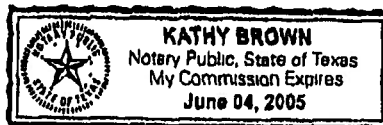
Roberta Pipes
ROBERTA PIPES, formerly known as
ROBERTA SESSUMS

PAUL A. SAUSTRUP, Grantee, accepts the attached deed and consents to its form and substance. Grantee agrees to the obligations imposed on Grantee by the terms of the deed

Paul A. Saustrop
PAUL A. SAUSTRUP

STATE OF TEXAS §

COUNTY OF Matagorda §



This instrument was acknowledged before me on November 8, 2001, by ROBERTA PIPES, formerly known as ROBERTA SESSUMS

My Commission Expires:

June 4, 2005

Kathy Brown
Notary Public in and for the State of Texas

Kathy Brown
Typed or Printed Name of Notary

General Warranty Deed

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on December 12, 2001, by PAUL A. SAUSTRUP



My Commission Expires

2/19/05

Judy Yhu
Notary Public in and for the State of Texas

JUDY YHU

Typed or Printed Name of Notary

AFTER RECORDING RETURN TO:

LAW OFFICES OF
POPE & BOOTH, P.C.
Attorneys-at-Law
P. O. Box 807
Austin, Texas 78767

DOCUMENT PREPARED BY:

LAW OFFICES OF
POPE & BOOTH, P.C.
Attorneys-at-Law
P. O. Box 807
Austin, Texas 78767
Telephone No.: (512) 477-6893
Telecopier No.: (512) 478-4926
Account No.: 3900.011501

CLIENTS: SAUSTRUP, PAUL / CLEARING TITLE TO 1102 TILLERY STREET AUSTIN, TX 78701

EXHIBIT "A"

3.50 acres out of 4 acres, more or less, part of outlots 46 and 51 in Division "A" of the Government Outlots adjoining the original City of Austin, Texas, said 4 acres being recorded in Volume 812, page 300, Travis County Deed Records:

BEGINNING at an iron pipe at fence post on the east boundary line of Lot No. 46, being at the NE corner of a 20 acre tract out of outlots nos. 45 and 46, sold to J. J. Miller in February, 1872, for the most southerly corner of this tract on the west line of 60 feet Tillery Street.

THENCE N 23 degrees 15' E 79 feet with the east line of Lot No. 46 and 51 to an iron rod for the most southerly corner of a lot of record in Volume 1325, page 280;

THENCE N 66 degrees 05' W 150 feet to an iron rod for the most westerly corner of 50 feet lot;

THENCE N 23 degrees 15' E 73.5 feet to an iron rod;

THENCE S 66 degrees 45' E 150.0 feet to an iron rod on the East line of 4 acre tract;

THENCE N 23 degrees 15' E 50.1 feet to an iron rod, with the East line of 4 acre tract;

THENCE N 66 degrees 45' W 150.0 feet to an iron rod;

THENCE N 23 degrees 15' E 74.19 feet to an iron rod on the north line of a 4 acre tract at the north corner of a lot recorded in Volume 1151, page 454;

THENCE N 66 degrees 36' W 482.15 feet with a north fence line of 4 acres to an iron rod at foot of Bois d'arc tree at intersection of fences for NW corner of this tract at the NW corner of 4 acre tract;

THENCE S 23 degrees 34' W 274.73 feet to an iron pipe found at SW corner of 4 acre tract for corner (SW corner) of this tract.

THENCE S 66 degrees 27' E 635.27 feet with south fence line of 4 acre tract to the Place of Beginning, as surveyed by Allen C. Kellersburger, licensed land surveyor, on June 15, 1954.

SAVE AND EXCEPT a tract of ground 39 feet by 150 feet containing 5850 square feet sold to George Nunez by deed signed by W. R. Woolrich and wife, Neena Woolrich on March 10, 1966, and recorded on March 15, 1966, in Volume 3098, page 2175 in the Travis County Deed Records.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility carbon or photocopy discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded

Dana Debeauvoir
12-13-2001 02 01 PM 2001210158
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DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS