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**RESTRICTIVE COVENANT RUNNING WITH THE LAND**

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**Date:**

**Owner:** **ROY AND CYNTHIA CAVANAUGH**, their heirs, successors, and assigns

**Owner Address:**

**City:** **CITY OF AUSTIN**, a Texas home-rule city and municipal corporation organized and operated under Chapter 9, Texas Local Government Code

**City Address:** 301 West 2nd Street  
P.O. Box 1088  
Austin, Texas 78767

**Transfer Agreement:** The Impervious Cover Transfer Agreement Regarding Ace Salvage, filed of record as Document Number 2015\_\_\_\_\_ in the Official Public Records of Travis County, Texas.

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration advanced by the City to the Owner pursuant to the Transfer Agreement, the receipt and sufficiency of which is acknowledged.

**Restricted Period:** Perpetual.

**Property:** The approximately 2.6394 acre parcel of land more particularly described on **Exhibit "A"** attached to this Restrictive Covenant and by this reference incorporated in it, all fixtures and improvements situated thereon, and all rights, titles, and interests appurtenant thereto.

**WHEREAS**, the Owner of the Property has entered into the Transfer Agreement; and

**WHEREAS**, the Owner of the Property agrees that the Property should be impressed with certain covenants and restrictions as a result of entering into the Transfer Agreement with City;

**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 Running with the Land (the

"Restrictive Covenant"). These covenants and restrictions shall run with the land in perpetuity, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. Except as provided in Section 2 of this Restrictive Covenant, Owner agrees not to construct any improvements nor allow any development on the Property.
2. The only development allowed on the Property shall be constructed by the City under the Sidewalk, Trail, and Recreational Easement entered into between the City and Owner.
3. If any person or entity shall violate or attempt to violate this Restrictive Covenant, it shall be lawful for the Owner or City to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such Restrictive Covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
4. If at any time the Owner or City fails to enforce this Restrictive Covenant, 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 Restrictive Covenant may be modified, amended, or terminated only by joint action of both (a) City Council, and (b) the Owner(s) of the Property at the time of such modification, amendment or termination.
6. When the context requires, singular nouns and pronouns include the plural.

EXECUTED, DELIVERED, AND EFFECTIVE as of the date first above written.

*{signatures on next page}*

**ROY CAVANAUGH**

By: \_\_\_\_\_

**STATE OF TEXAS** §  
**COUNTY OF TRAVIS** §

Before me, the undersigned notary, on this day personally appeared Roy Cavanaugh, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

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

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**CYNTHIA CAVANAUGH**

By: \_\_\_\_\_

**STATE OF TEXAS** §  
**COUNTY OF TRAVIS** §

Before me, the undersigned notary, on this day personally appeared Cynthia Cavanaugh, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

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

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**ATTACHMENT: EXHIBIT A - Legal Description of the Property**

**AFTER RECORDING RETURN TO:**

City of Austin  
Office of Real Estate Services  
P.O. Box 1088  
Austin, Texas 78767-8839

Attn: Junie Marie Plummer  
File No.: 4884.01

**PREPARED IN THE LAW OFFICE OF:**

City of Austin  
Law Department

**APPROVED AS TO FORM:**

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James M. Williams, Sr.  
Assistant City Attorney  
Texas State Bar No. 215495

DRAFT

DRAFT 4-23-15  
EXHIBIT A

(Legal Description of Property)

Draft