

Zoning Case No. C14-2015-0003A and C14-2015-0003B

RESTRICTIVE COVENANT

OWNER: Long Real Estate Holdings, LLC

ADDRESS: 6900 South IH 35 Service Road Southbound, Austin, Texas 78745

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: **TRACT 1:**
Lots 1A and 2A, Forrest C. Walker, a subdivision in Travis County, Texas, according to the map or plat of record in Plat Book Volume 75, Page 219, of the Plat Records of Travis County, Texas,

TRACT 2:
Lot 23, Block A, Circle S Ridge Section 1, a subdivision in Travis County, Texas, according to the map or plat of record in Plat Book Volume 4, Page 285, of the Plat Records of Travis County, Texas,

TRACT 3:
Lot 22, Block A, Circle S Ridge Section 1, a subdivision in Travis County, Texas, according to the map or plat of record in Plat Book Volume 4, Page 285, of the Plat Records of Travis County, Texas (cumulatively referred to as 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. **The following applies to Tracts 1 and 2:** Pursuant to Sections 25-6-51 through 25-6-54 in Chapter 25-6 of the City Code, the Owner agrees to reserve 200 feet of right of way from existing centerline of Interstate Highway 35 for future right-of-way. A building or structure may not be erected nor may improvements be made within the reserved right-of-

way as determined by the Planning and Zoning Department, except as otherwise authorized by the City of Austin.

2. **The following applies to Tracts 2 and 3:** A retail sales (convenience) use and a retail sales (general) use may not operate after 10 p.m.
3. 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 _____, 2015.

OWNER:

Long Real Estate Holdings, LLC
A Texas limited liability company

By: _____
Paul M. Long, Member

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 _____, 2015, by Paul M. Long, Managing Member of Long Real Estate Holdings, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

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