

Zoning Case No. C14-2017-0156

RESTRICTIVE COVENANT

OWNER: SL Shady Lane, LP, a Texas limited partnership

OWNER ADDRESS: 9600 N. MoPac Expressway, Building II, Suite 225,
Austin, Texas 78746

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: Tannehill Survey No. 29, Abstract No. 22, in Travis County, Texas, being all of a tract conveyed to Citgo Petroleum Corporation, and recorded in Volume 10775, Page 1208 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), save and except a 0.3210 acre tract conveyed to the City of Austin by Street Deed in Volume 10403, Page 384 (R.P.R.T.C.T.), and save and except a 0.0030 acre tract conveyed to the City of Austin by Special Warranty Street Deed in Document No. 2002046994 of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.), said 9.8605 acres more particularly described by metes and bounds in **Exhibit "A"** incorporated into this covenant, (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 HDR Engineering, dated August 8, 2017, or as amended, and approved by the Director of the Development Services Department. All development on the Property is subject to the Development Services Department, Transportation Review Section's staff memorandum ("memorandum") dated January 8, 2018, and any

amendments to the memorandum that address subsequent TIA updates for the Property. The TIA and memorandum shall be kept on file at the Development Services 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 _____, 2018.

Owner:

SL Shady Lane, LP, a Texas limited partnership

By: SL Shady Lane GP, LLC, limited liability company, its General Partner

By: _____
Kenneth E. Aboussie, Jr., Co-President

By: _____
John A. Kiltz, Co-President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____2018, by Kenneth E. Aboussie, Jr., as Co-President of SL Shady Lane GP, LLC, a Texas limited liability company, general partner of SL Shady Lane, LP, a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____2018, by John A. Kiltz, as Co-President of SL Shady Lane GP, LLC, a Texas limited liability company, general partner of SL Shady Lane, LP, a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

Legal Description

TANNEHILL SURVEY NO. 29, ABSTRACT NO. 22, IN TRAVIS COUNTY, TEXAS, BEING ALL OF A TRACT CONVEYED TO CITGO PETROLEUM CORPORATION, AND RECORDED IN VOLUME 10775, PAGE 1208 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.), SAVE AND EXCEPT A 0.3210 ACRE TRACT CONVEYED TO THE CITY OF AUSTIN BY STREET DEED IN VOLUME 10403, PAGE 384 (R.P.R.T.C.T.), AND SAVE AND EXCEPT A 0.0030 ACRE TRACT CONVEYED TO THE CITY OF AUSTIN BY SPECIAL WARRANTY STREET DEED IN DOCUMENT NO. 2002046994 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 9.8605 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 5/8-inch iron pipe found at the intersection of the south right-of-way line of the Southern Pacific Transportation Company Railroad (right-of-way varies) with the east right-of-way line of Airport Boulevard (aka State Highway 29, right-of-way varies), and being the northwest corner of said Citgo tract, for the northwest corner and POINT OF BEGINNING hereof;

THENCE, with the south right-of-way line of said Southern Pacific Railroad and the north line of said Citgo tract, N70°57'56"E, a distance of 551.69 feet to a 1/2-inch iron rod found for an exterior ell-corner hereof, said point being at the southwest corner of a called 0.48 acre tract conveyed to Tarif Alkusari in Volume 10523, Page 686 (R.P.R.T.C.T.), and being an exterior ell-corner hereof of said Citgo tract;

THENCE, leaving the south right-of-way line of said Southern Pacific Railroad, with the common line of said Alkusari tract and said Citgo tract, S61°58'18"E, passing at a distance of 300.09 feet, a bolt found at a corner in the northwest right-of-way line of Shady Lane (right-of-way varies), and being the southeast corner of said Alkusari tract, and continuing for a total distance of 302.89 feet to a 1/2-inch iron rod with "Ward-5811" cap set for the northeast corner hereof, said point being at the northwest corner of said 0.3210 acre Right-of-way tract;

THENCE, with the northwest right-of-way line of said Shady Lane and the northwest line of said 0.3210 acre Right-of-way tract, over and across said Citgo tract, the following three (3) courses and distances:

1. 82.47 Feet along the arc of a curve to the right, having a radius of 1,584.00 feet, and whose chord bears S30°50'17"W, a distance of 82.46 feet to a 1/2-inch iron rod with "Ward-5811" cap set for a point of reverse curvature hereof, from which a 1/2-inch iron rod with "USI" cap found bears, N62°22'12"W, a distance of 2.33 feet;
2. 149.15 Feet along the arc of a curve to the left, having a radius of 1,600.00 feet, and whose chord bears S29°39'33"W, a distance of 149.10 feet to a 1/2-inch iron rod with

Exhibit A

- "Ward-5811" cap set for a point of tangency hereof, from which a 1/2-inch iron rod found bears, N63°58'49"W, a distance of 2.06 feet; and
3. S26°59'20"W, a distance of 696.64 feet to a 1/2-inch iron rod found for southeast corner hereof, said point being at the southwest corner of said 0.3210 acre Right-of-way tract, and being in the northeast line of a called 0.21 acre tract (save and except a called 1,047 s.f.) conveyed to Federico G. Ramirez, Jr., in Volume 11744, Page 1041 (R.P.R.T.C.T.), and being in the south line of said Citgo tract;

THENCE, leaving the northwest right-of-way line of said Shady Lane, with the common line of said Ramirez tract and said Citgo tract, the following two (2) courses and distances:

1. N62°27'25"W, a distance of 75.65 feet to a 1/2-inch iron pipe in concrete found for an interior ell-corner hereof; and
2. S26°50'26"W, a distance of 103.58 feet to a 1/2-inch iron rod with "MMLSI" cap found for an exterior ell-corner hereof, said point being in the northeast right-of-way line of Bolm Road (60' right-of-way), and being at the northeast corner of said 0.0030 acre Right-of-way tract;

THENCE, with the northeast right-of-way line of said Bolm Road and the northeast line of said 0.0030 acre Right-of-way tract, leaving the common line of said Ramirez tract and said Citgo tract, over and across said Citgo tract, N64°15'35"W, a distance of 23.71 feet to a 1/2-inch iron rod with illegible cap found for the southwest corner hereof, said point being at the intersection of the northeast right-of-way line of said Bolm Road with the east right-of-way line of said Airport Boulevard, and being at the northwest corner of said 0.0030 acre Right-of-way tract, and being in the west line of said Citgo tract, from which a 1/2-inch iron rod found at the intersection of the southeast right-of-way line of said Shady Lane with the east right-of-way line of said Airport Boulevard, and being at the northwest corner of Lot 2, B Square Addition, a subdivision recorded in Volume 65, Page 79B of the Plat Records of Travis County, Texas (P.R.T.C.T.) bears, S15°56'06"E, a distance of 234.80 feet;

THENCE, with the east right-of-way line of said Airport Boulevard and the west line of said Citgo tract, the following three (3) courses and distances:

1. N15°56'06"W, a distance of 229.99 feet to a 1/2-inch iron rod found for an angle point hereof, from which a 1/2-inch iron rod with "USI" cap found bears, S68°10'34"E, a distance of 2.02 feet;
2. N11°39'45"W, a distance of 200.26 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof; and
3. N15°54'45"W, a distance of 429.87 feet to the POINT OF BEGINNING and containing 9.8605 Acres (429,521 Sq. Ft.), more or less.

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