

**RESTRICTIVE COVENANT**

OWNER: James C. Niemann, Trustee for The NFP Partnership, a Texas general partnership

OWNER ADDRESS: 1122 Colorado Street, Suite 313  
Austin, Texas 78701

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 1B and 2B, Mrs. Rosa J. Spillmann Estate subdivision, a subdivision in Travis County, Texas, as recorded in Volume 8, Page 15, of the Plat Records of Travis County, 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;

WHEREAS, the Austin Fire Department has recommended that no residential occupancy be permitted on the Property within 250 feet of where propane tanks are stored on an adjacent site;

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 residential occupancy on the Property shall be located no less than 250 feet from a liquid petroleum-gas stationary storage tank installation between 1,001 and 2,000 gallons of aggregate water capacity.
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 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:

James C. Niemann Trustee for The NFP Partnership

By: \_\_\_\_\_  
 James C. Niemann  
 Trustee for The NFP Partnership

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

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_ 2018, by James C. Niemann, as Trustee of The NFP Partnership, a Texas general partnership, on behalf of said partnership.

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

APPROVED AS TO FORM:

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

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