

RESTRICTIVE COVENANT

OWNER: Mountain Plains District of The Wesleyan Church, a Colorado nonprofit corporation; and

Grace First Community Church, a Texas nonprofit corporation;
and

New Hope Wesleyan Church, a Texas nonprofit corporation

OWNER ADDRESS: 6516 Torrey Pine Lane
Cleburne, Texas 760333

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 are acknowledged.

PROPERTY: **Tract 1:**
Lots 2 and 3, Wesleyan Church Subdivision 2, a subdivision in Travis County, Texas, according to the map or plat recorded thereof in Volume 82, Page 10, Plat Records of Travis County, Texas, and

Tract 2:
Lot 2, Wesleyan Church Subdivision, a subdivision in Travis County, Texas, according to the map or plat recorded thereof in Volume 59, Page 79, Plat Records of Travis County, Texas (the "Property").

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 ("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. Development on the Property is subject to the recommendations contained in the Neighborhood Traffic Analysis ("NTA") memorandum from the Transportation Development Services division of the Austin Transportation Department (the "Department"), dated November 21, 2019, or as amended and approved by the Director of the Department. The NTA memorandum shall be kept on file at the 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 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 _____, 2020.

Owner:

Mountain Plains District of The Wesleyan Church, a Colorado nonprofit corporation

By: _____
William Wilson, District Superintendent

New Hope Wesleyan Church, a Texas nonprofit corporation,
now known as Grace First Community Church, a Texas nonprofit
corporation, a local chapter of Mountain Plains District of The
Wesleyan Church, a Colorado nonprofit corporation

By: _____
William Wilson, District Superintendent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____day of _____2020,
by William Wilson, as District Superintendent of Mountain Plains District of the Wesleyan Church,
a Colorado nonprofit corporation, on behalf of said corporation.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____day of _____2020,
by William Wilson, as District Superintendent of Mountain Plains District of the Wesleyan Church,
a Colorado nonprofit corporation, as national church of Grace First Community Church, a Texas
nonprofit corporation, successor in interest to New Hope Wesleyan Church, a Texas nonprofit
corporation, on behalf of said corporation.

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