

RESTRICTIVE COVENANT

OWNER: COCO04 AUSTIN TX GP, LLP, A DELAWARE LIMITED LIABILITY COMPANY

OWNER ADDRESS: c/o Gladstone Commercial Limited Partnership
1521 Westbranch Drive, Suite 100
McLean, VA 22102

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: Lot 6, Re-Subdivision of Lots 5 and 6, Block B or Amended Plat of Lots 5 and 6, Block B, Tuscany Business Park, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200400360, Plat Records of Travis County, Texas.

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. 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 WGI, Inc., dated November 7, 2019, or as amended, and approved by the Director of the Austin Transportation Department. All development on the Property is subject to the Austin Transportation Department's staff memorandum dated December 6, 2019 ("memorandum") 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 Austin Transportation 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:

COCO04 Austin TX GP, LLC a Delaware limited liability company

By: Gladstone Commercial Limited Partnership, a Delaware limited partnership, its sole member

By: GCLP Business Trust II, a Massachusetts business trust, its general partner

By: _____
Arthur S. Cooper, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

 This instrument was acknowledged before me on this the _____ day of _____ 2020, by Arthur S. Cooper, as Vice President of GCLP Business Trust II, a Massachusetts business trust, as general partner of Gladstone Commercial Limited Partnership, a Delaware limited partnership, as sole member of COCO04 Austin TX GP, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public, State of Texas

APPROVED AS TO FORM:

Name: _____
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