

RESTRICTIVE COVENANT

OWNER: H. Dalton Wallace

OWNER ADDRESS: 9505 Johnny Morris Rd.
Austin, TX 78724

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: 907 and 909 Congress Avenue, Austin, TX 78701 (the "Property"), generally identified in the map attached as **Exhibit "A"**.

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

WHEREAS, the Owner intends to redevelop the Property, and, in order to do so, has applied to the City of Austin Historic Landmark Commission and received a Certificate of Appropriateness to allow for demolition and reconstruction of the building façades;

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. Façade Reconstruction. Owner shall deconstruct the building façades pursuant to the requirements of the Certificate of Appropriateness, attached as **Exhibit "B"**, and shall ensure the façade components are protected and stored for their later reconstruction at the Property. Owner shall have three (3) years from the from the effective date of this covenant to complete reconstruction of the façades in accordance with the requirements of the Certificate of Appropriateness.
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 require appropriate actions as indicated under the Agreement, and to collect damages for such actions or inactions.
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 _____, 2021.

Owner:

By: _____
H. Dalton Wallace

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the ____ day of _____ 2021,
by _____ (name), _____ (title) of _____, on
behalf of said _____.

Notary Public, State of Texas

City of Austin:

By: _____
Name, Title

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

 This instrument was acknowledged before me on this the ____ day of _____ 2021,
by _____ (name), _____ (title), on behalf of said City of Austin.

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