

Zoning Case No. C14-2022-0140

RESTRICTIVE COVENANT

OWNER: GDC-NRG BRENTWOOD, LLC.,
A TEXAS LIMITED LIABILITY COMPANY

OWNER ADDRESS: 7 Jackson Walkway
Providence, RI 02903

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: 5401, 5403, and 5407 Clay Avenue, 1705 Houston Street, and 5402, 5404, 5406, and 5408 William Holland Avenue, City of Austin, Travis County, Texas, said 2.4412 acres being more particularly described by **Exhibit "A"** incorporated into this restrictive covenant.

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 dated February 13, 2023. 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 _____, 2023.

OWNER:

**GDC-NRG BRENTWOOD, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: GD Brentwood, LLC,
a Delaware limited liability company
its manager

By: Gilbane Development Company,
a Rhode Island corporation
its manager

By: _____
Adam Moore,
Vice President

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

This instrument was acknowledged before me on this the _____ day of _____ 2022, by Adam Moore, Vice President of Gilbane Development Company, a Rhode Island corporation, the manager of GD Brentwood, LLC, a Delaware limited liability company, manager of GDC-NRG Brentwood, LLC, a Texas limited liability company, on behalf of said corporation.

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: H. Bonds, Paralegal

Exhibit A

Legal Description

Tract A:

Lots 1 and 2, Block 5 of BROADACRES Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in/under Volume 3, Page 135 of the Map/Plat Records of Travis County, Texas.

Tract B:

Lots 3 and 4, Block 5, of BROADACRES, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 3, Page 135, of the Plat Records of Travis County, Texas.

Lot 8, Block 5, BROADACRES, an addition to the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 3, Page 135, of the Plat Records of Travis County, Texas; SAVE & EXCEPT the East 5 feet of Lot 8, conveyed to the City of Austin by Deed in Volume 12338, Page 470, Real Property Records of Travis County, Texas.

Tract C:

Lot 7 and 9, Block 5, BROADACRES, an addition to the City of Austin, Travis County, Texas, according to the map or plat of record in Volume 3, Page 135, of the Plat Records of Travis County, Texas; SAVE & EXCEPT the East 5 feet of Lot 7 conveyed to the City of Austin by Deed recorded in Volume 3713, Page 1252, Deed Records of Travis County, Texas; and SAVE & EXCEPT the East 5 feet of Lot 9, conveyed to the City of Austin by Deed recorded in Volume 3563, Page 1186, Deed Records, Travis County, Texas.

Lot 6, Block 5, BROADACRES, an addition to the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Vol. 3, Page 135, Plat Records, Travis County, Texas; SAVE & EXCEPT that portion conveyed to the City of Austin for street purposes in Volume 4742, Page 1893 of the Deed Records of Travis County, Texas.

