

RESTRICTIVE COVENANT

OWNER: LCFRE Austin Brodie Oaks, LLC, a Delaware limited liability company.

OWNER ADDRESS: 712 Main Street, Suite 2500
Houston, Texas, 77002

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: Being all of LOT B, BARTON CREEK PLAZA, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Volume 81, Page 369 of the Plat Records of Travis County, Texas, and

All of LOTS 1-A, 2-A, 4-A, 5-A and 6-A, BRODIE OAKS CENTER AMENDED, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Volume 83, Page 149D of the Plat Records of Travis County, Texas, and

All of LOTS 3-A1 and 3-A2, RESUBDIVISION OF LOT 3-A BRODIE OAKS CENTER AMENDED, a subdivision in the City of Austin, Travis County, Texas, according to the map or pat of record Volume 91, Page 41 of the Plat Records of Travis County, Texas, and

Being all of that certain tract or parcel of land containing 2.7856 acres, more or less, situated in the CHARLES H. RIDDLE SURVEY NO. 19, ABSTRACT NO. 676, Travis County, Texas, and being out of and a part of that called 52.322 acre tract conveyed to the State of Texas by the deed recorded in Volume 3263, Page 480 of the Deed Records of Travis County, Texas,

said Lots and 2.7856 acre tract being more particularly described by **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;

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 BOE Consulting Services, dated June 9, 2022 (received June 30, 2022) or as amended, and approved by the Director of the Austin Transportation Department. All development on the Property is subject to the recommendations contained in a memorandum from the Transportation Development Services division of the Austin Transportation Department dated August 31, 2022. 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 _____, 2023.

OWNER:

LCFRE AUSTIN BRODIE OAKS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ 2023,
by _____, as _____ of LCFRE Austin Brodie Oaks, LLC.

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"

