



**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

### Parking Obligation Restrictive Covenant

**Date:** March 11, 2014

**Owner:** Thomas P. Lantzsch, Trustee of the LANTZSCH FAMILY TRUST, a Trust, whether one or more persons or entities, his, her or its heirs, successors and assigns

**Owner Address:** 2625 Middlefield Rd. #820  
Palo Alto, Santa Clara County, CA, 94306

**City:** CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

**City Address:** Director, Planning and Development Review Department or such successor department director  
Attn: Parking Obligations  
P.O. Box 1088  
Austin, Texas 78767-1088

**Site Plan:** City of Austin Site Plan SP-2013-0209AT to construct a new bar on the Property with allowable off-site parking as amended, revised or corrected from time to time

**Property:** (All of the following tract) Lot 21B, Blk A, of the Resubdivision of Block A, Lots 17, 20-22 South Lamar Square, otherwise known as 1300 South Lamar, Austin, Texas 78704

**Parking Agreement:** That certain parking rental agreement Owner executed and entered into between Owner and the owner of an off-site parking facility which is described in the Memorandum of Parking Agreement filed for record as Document No. 2014081544 of the Official Public Records of Travis County, Texas (the "**Parking Agreement Memorandum**"), and including any amendment, modification, extension or replacement agreement to the agreement filed with the City, each of which are described in a memorandum which is substantially in the form of the

Parking Agreement Memorandum, references the filing notation of the Parking Agreement Memorandum and this Parking Obligation Restrictive Covenant, correctly sets forth the then current Parking Agreement terms, is filed for record in the Official Public Records of Travis County, Texas and makes available or continues to make available to the Property a minimum of 5 parking spaces at a stated location which is within the minimum distance from the Property allowed by the City of Austin Code.

**WHEREAS**, Owner has filed the Site Plan with the City; and

**WHEREAS**, Owner has entered into the Parking Agreement described in the Parking Agreement Memorandum to provide for adequate parking for the Property pursuant to the requirements of the City of Austin Code in connection with the Site Plan; and

**WHEREAS**, the City of Austin Code requires that the Property must remain compliant with the requirements of the Site Plan, including the parking requirements, and any violation may result in the City taking any necessary action pursuant to the City of Austin Code to enforce the requirements of the Site Plan, including, without limitation, issuing a red-tag which prevents continued occupancy of the Property;

**NOW, THEREFORE**, Owner declares and agrees that so long as this Parking Obligation Restrictive Covenant is in effect the Property must be held, sold, and conveyed subject to the restrictions set forth in this Parking Obligation Restrictive Covenant to assure that the parking requirements of the Site Plan for the Property are strictly complied with.

A. In the event the Parking Agreement expires or otherwise terminates, Owner and the Property will be subject to the requirements of the City of Austin Code and the City may take any necessary action pursuant to the City of Austin Code to enforce the requirements of the Site Plan.

B. The City may enforce, by any proceeding at law or in equity, including specific performance, the restrictions imposed by this Parking Obligation Restrictive Covenant. Failure to enforce any restriction created in this Parking Obligation Restrictive Covenant does not waive the future right to do so.

C. Owner agrees to notify the Director of the City's Planning and Development Review Department, or successor department director, at the City Address immediately following any expiration or termination of the Parking Agreement

  
\_\_\_\_\_  
City Reviewer Initials

that the Parking Agreement expired or terminated. Also, in the event the parking obligations of the Site Plan are amended, modified, extended or replaced by a new agreement, Owner, as necessary, will cause this Parking Obligation Restrictive Covenant or the Parking Agreement Memorandum to be revised and amended in order to correctly set forth the then current Parking Agreement terms with respect to the Property in the Real Property Records of Travis County, Texas.

D. This Parking Obligation Restrictive Covenant may be amended, modified, extended, replaced with a new agreement, or terminated only by (a) acceptance by the Director of the City's Planning and Development Review Department of the City of Austin, Texas, or successor department director, (b) all of the Owners of the Property at the time of such amendment, modification, extension, replacement or termination, and, except with respect to termination, (c) the consent of any mortgagee holding a prior lien security interest on any portion of the Property. Such amendment, modification, extension or replacement agreement only becomes effective after it is reduced to writing, signed by all required signatories, is substantially in the form of the Parking Agreement Memorandum, references the filing notation of this Parking Obligation Restrictive Covenant and the related Parking Agreement Memorandum, correctly sets forth the then current Parking Agreement terms, and is filed in the Real Property Records of Travis County, Texas. The Director of the City's Planning and Development Review Department or successor department director may terminate the Parking Obligation Restrictive Covenant unilaterally.

E. Nothing in this Parking Obligation Restrictive Covenant will be construed as requiring or permitting any person or entity to perform any act or omission that violates any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this Parking Obligation Restrictive Covenant which may require or permit such a violation will yield to the law, regulation or requirement.

F. Unless this Parking Obligation Restrictive Covenant is replaced or terminated, the obligations of Owner created in this Parking Obligation Restrictive Covenant shall be effective upon the City's issuance of a temporary or final certificate of occupancy with respect to the Site Plan and shall continue in effect and run with the land defined as the Property in perpetuity.

G. If any part, or the application of, this Parking Obligation Restrictive Covenant is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this Parking Obligation Restrictive Covenant are not affected thereby. All provisions of this Parking Obligation Restrictive Covenant are severable to maintain in full force and effect the remaining provisions of this Parking Obligation Restrictive Covenant.

  
City Reviewer Initials

**Lantzsch Family Trust**

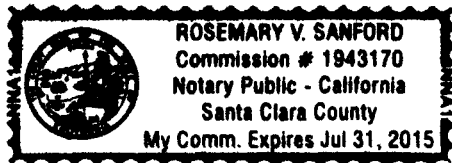
By: [Signature]  
Name: Thomas P. Lantzsch  
Title: Trustee of the Lantzsch Family Trust

STATE OF CALIFORNIA §

COUNTY OF SANTA CLARA §

Before me Rosemary V. Sanford, Notary Public, on this day personally appeared Thomas P. Lantzsch, Trustee of **Lantzsch Family Trust**, a Trust in Arizona, known to me to through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on March 13, 2014.



[Signature]  
Notary Public, State of California

ACCEPTED:

PLANNING AND DEVELOPMENT REVIEW DEPARTMENT  
CITY OF AUSTIN, TEXAS

By: [Signature]  
Name: Caleb Gutschell  
Title: Senior Planner

APPROVED AS TO FORM:

By: [Signature]  
Name: JAMES M. WILLIAMS, SE.  
Title: Assistant City Attorney

[Initials]  
City Reviewer Initials

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

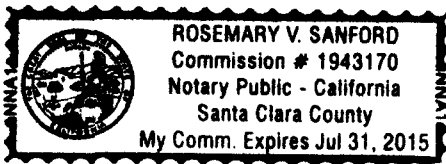
State of California }  
County of Santa Clara } ss.

On March 13 2014, before me, Rosemary V. Sanford, Notary Public,  
personally appeared Thomas P Lantsch,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:



Rosemary V Sanford  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

**Description of Attached Document**

Title or Type of Document: parking obligation Restrictive Covenant

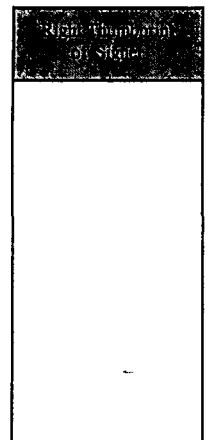
Document Date: 11 March 2014 Number of Pages 6 inc this page

Signer(s) Other Than Named Above \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

- Signer's Name \_\_\_\_\_
- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner --  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**AFFIDAVIT AS TO DEBTS, LIENS, AND OCCUPANCIES**  
[OWNERSHIP TYPE - ENTITY]

**Date:** 11 March 2014

**Affiant:** Thomas P. Lantzsch, Lantzsch Family Trust

**Affiant Title:** Trustee

**Owner:** The person or entity in the Grant Document that is the holder of title to the Property.

**Grant Document:** The document to which this Affidavit as to Debts, Liens, and Occupancies is attached and referred to.

**Property:** The property identified in the Grant Document that is the subject of the Grant Document.


Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;
5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

LANTZSCH FAMILY TRUST

By:   
Name: Thomas P. Lantzsch, Lantzsch Family Trust  
Title: Trustee

STATE OF CALIFORNIA §

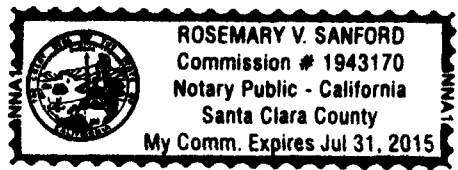
COUNTY OF SANTA CLARA §

Before me Rosemary V. Sanford, Notary Public, on this day personally appeared Thomas P. Lantzsch, Trustee of **Lantzsch Family Trust**, a Trust in Arizona, known to me to through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on March 13, 2014.

[Seal]

Rosemary V. Sanford  
Notary Public, State of California



## **CONSENT AND SUBORDINATION BY TENANT**

**Date:** March 11, 2014  
**Tenant:** 1300 LAMAR PLAZA, LLC, a Texas Limited Liability Company  
**Lease Agreement:** Parking Agreement dated June 6, 2013  
**Grant Document:** The document to which this Consent and Subordination by Tenant is attached, and consented and subordinated to.  
**Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Tenant, as the holder of a leasehold interest in the Property or a portion of the Property, and its successors and assigns:

1. consent to the conveyance of the Property to the City under the Grant Document, its contents and recording;
2. subordinate any lien against the leasehold estate under the Lease Agreement to any monetary rights and interests of City under the Grant Document and agree that any lien against the leasehold estate under the Lease Agreement will remain subordinate to the Grant Document regardless of the frequency or manner of renewal, extension, change, or alteration of the Lease Agreement;
3. agree that foreclosure of any lien against the leasehold estate under the Lease Agreement, or other sale of the leasehold estate under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and
4. affirm that the undersigned has the authority to bind the Tenant, and that all acts necessary to bind Tenant have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.



Executed effective the Date first above stated.

1300 LAMAR PLAZA, LLC, A TEXAS LIMITED  
LIABILITY COMPANY

By:   
Name: J. Scott Trainer  
Title: Manager

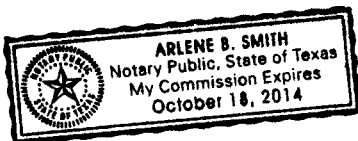
STATE OF TEXAS §  
COUNTY OF TRAVIS §

Before me Arlene B. Smith, Notary Public, on this day personally appeared J. Scott Trainer, Manager of 1300 LAMAR PLAZA, LLC, a Texas Limited Liability Company, known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on March 17, 2014.

[Seal]

  
Notary Public, State of Texas



**AFTER RECORDING, PLEASE RETURN TO:**

City of Austin  
Planning Development and Review Department  
P.O. Box 1088  
Austin, Texas 78767

**PROJECT INFORMATION:**

Project Name: 1300 Plaza II  
Project Case Manager: Nikki Hoelter  
Site Plan No.: SP-2013-0209AT

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Jun 05, 2014 08:27 AM

2014081545

CLINTONB: \$62.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS