

THE STATE OF TEXAS |
COUNTY OF TRAVIS ~~75-85~~ 1921 * 1200

CB-79-05
CB-75-85 80
2-02-6654
M. J. Jones
J. Jones

WHEREAS, Blankenship Developments, Inc., a Texas corporation,
is the owner of the following described property, to wit:

Park Lots G1 and A1 of Cat Mountain North, Section I
Subdivision recorded in Book 28, Page 36
of the Plat Records of Travis County, Texas; and

WHEREAS, the City of Austin, Texas, has issued or will issue a
Waterway Development Permit, No. 79-05-368 for the construction of
storm water runoff control facilities (via detention and filtration measures)
to comply with the requirements of Ordinance Number 780105-C of the City
of Austin, Texas under the "alternative method" route for Cat Mountain
North and Far West Boulevard Subdivisions; and

WHEREAS, a condition for the granting of the said permit was that there
be continuing liability for the proper maintenance of such water filtration
facilities by the owner or owners of the property; and

WHEREAS, Blankenship Developments, Inc. has agreed that portions
of the above described property should be impressed with certain covenants
and restrictions running with the land and desire to set forth such agreement
in writing;

NOW THEREFORE, Blankenship Developments, Inc., does hereby
agree with respect to said property above described, such agreement to be
deemed and considered as a covenant running with the land which shall be
binding on it and its successors and assigns, as follows to wit:

1. The undersigned owner hereby agrees to properly maintain
such water filtration and control facilities as long as it owns all or any
part of said property and further, that this covenant and agreement to
properly maintain said water filtration and water control facilities shall
be a covenant running with said property.

2. In the event that such storm water runoff control facility and

DEED RECORDS
Travis County, Texas

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water filtration facility is not maintained, the City of Austin shall have the right to enter said property and perform such necessary repairs and maintenance, and shall be entitled to a lien against the property for said cost; provided, however, the City of Austin shall be obligated to release such lien on the undivided ownership of any part owner of said property upon tender of such owner's prorata share of the repair and maintenance costs,

(a) The proposed water filtration facility and stormwater runoff control facility shall be kept clean of all debris and trash that might wash into the facilities;

(b) Once a year the gravel on the filtration facility shall be checked to insure that the gravel is three feet (3') and, in spots where it is less, those spots shall be built up to at least four feet (4') in height;

(c) In the event that any interim inspections reveal any ruts that might short circuit or divert filtration or storm water runoff, repairs shall be made in a timely manner, and;

(d) At such times as the volume of the water filtration facility decreases so as to become ineffective to properly control the water runoff due to excess sedimentation, the basin shall be cleaned at least once each twenty (20) year period.

3. This agreement shall be valid only so long as ordinances shall require the action agreed to in this agreement.

4. It is contemplated that the repair and maintenance of such water filtration facility shall be performed by Blankenship Developments, Inc. owner of the proposed filtration system.

5. This agreement may be modified, amended or terminated only by a majority vote of a quorum of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin, and joined by the then owner or 51% of owners of 51% of the above described property at the time of such

modification, amendment or termination.

2-02-6656

EXECUTED THIS 21 day of May, 1979.

(NO SEAL)

BLANKENSHIP DEVELOPMENTS, INC.

By Steve Blankenship V.P.

THE STATE OF TEXAS |

COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared Steve Blankenship, Vice President of Blankenship Developments, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 21st day of May, 1979.

NOTARY SEAL



John Mancill
Notary public, Travis County, Texas

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me; and was duly RECORDED, in the Volume and Page of the record INDEXED of Travis County, Texas, as stamped herein by me, on

MAY 30 1979



Louis Stimpert
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

MAY 30 11 05 AM '79

Louis Stimpert
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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