

TERMINATION OF RESTRICTIVE COVENANT
FOR
ZONING CASE: C14-87-111

Owner: Hale-Blackwell, Ltd., a Texas limited partnership

Address: 5743 Corsa Avenue, Suite 200, Westlake Village, California 91326

City: The City of Austin, a home-rule city, municipal corporation and political subdivision of the State of Texas, in Travis County, Texas.

City Council: The City Council of the City of Austin.

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Owner to the City of Austin, the receipt and sufficiency of which is acknowledged.

WHEREAS, Samuel A. Hardage, of Wichita, Kansas, as owner of all that certain property described in Zoning Case No. C14-87-111 (the "Original Property"), as more particularly described in the restrictive covenant recorded in the Real Property Records of Travis County, Texas, in Volume 10744, beginning at Page 1892, (the "Restrictive Covenant"), imposed certain restrictions and covenants on the Original Property by the Restrictive Covenant of record; and,

WHEREAS, the Restrictive Covenant provided that the covenant could be modified, amended, or terminated by joint action of both (a) a majority of the members of the City Council and (b) the Owner of the Property at the time of such modification, amendment or termination; and,

WHEREAS, Hale-Blackwell, Ltd., a Texas limited partnership, is the sole and current owner (the "Owner") of the Original Property on the date of this termination and desires to terminate the Restrictive Covenant; and,

WHEREAS, the City Council and the Owner, as the sole and current owner of the Original Property, agree the Restrictive Covenant should be terminated;

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants, and agreements hereinafter set forth, the City of Austin and the Owner, agree as follows:

1. The Restrictive Covenant is terminated by this termination. Each and every one of the terms, conditions, and provisions of the Restrictive Covenant, as set forth in the Restrictive Covenant, shall have no force or effect on and after the effective date of this termination.
2. The City Manager, or her designee, shall execute, on behalf of the City, this Termination of Restrictive Covenant for Zoning Case No. C14-87-111 as authorized by the City Council of the City of Austin. This Termination of Restrictive Covenant shall be filed in the Official Property Records of Travis County, Texas, which will terminate the document of record in Volume 10744, beginning at Page 1892.

EXECUTED this the _____ day of _____, 2007.

OWNER:

Hale-Blackwell, Ltd., a Texas limited partnership

By: Hale-Blackwell GP, LLC,
a Texas limited liability company,
General Partner

By: _____
William L.V. Hale,
Manager

CITY OF AUSTIN:

By: _____
Laura J. Huffman,
Assistant City Manager,
City of Austin

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____ 2007, by William L.V. Hale, Manager of Hale-Blackwell GP, LLC, a Texas limited liability company, on behalf of the company, and the company acknowledged this instrument as General Partner on behalf of Hale-Blackwell, Ltd., a Texas limited partnership.

Notary Public, State of _____

THE STATE OF TEXAS
COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the _____ day of _____ 2007, by Laura J. Huffman, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-8828
Attention: Diana Minter, Paralegal