

#666

AMENDMENT OF RESTRICTIVE COVENANT
FOR
ZONING CASE NO. C14-85-288.135

Late Backup

Owner: The Austin Community College District

Address: 7748 West US 290 Highway, Austin, Texas

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, John A. Davis, and wife Mary J. Davis, of Travis County, Texas, as owners of all that certain property described in Zoning File No C14-85-288.135, consisting of approximately 9.13 acres of land in the City of Austin, Travis County (the "Property"), as more particularly described in the restrictive covenant recorded in the Real Property Records of Travis County, Texas, in Volume 10416, Page 670-671, (the "Restrictive Covenant"), imposed certain restrictions and covenants on the Property by the Restrictive Covenant of record.

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 of the City of Austin, and (b) by the owner(s) of the property at the time of such modification, amendment or termination.

WHEREAS, the Austin Community College District, is the current owner (the "Current Owner") of the Property on the date of this Amendment of Restrictive Covenant (the "Amendment") and desires to amend the Restrictive Covenant as to the Property.

WHEREAS, the City Council and the Current Owner agree the Restrictive Covenant should be amended.

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

1. Paragraph No. 1 of the Restrictive Covenant is deleted in its entirety and its provisions are no longer applicable to or binding on the Property.
2. Except as expressly provided for in this Amendment, each and every one of the terms, conditions, and provisions of the Restrictive Covenant, as set forth in the Restrictive Covenant, shall continue in full force and effect on and after the effective date of this Amendment

- 3 The City Manager, or his designee, shall execute, on behalf of the City, this Amendment of Restrictive Covenant for Zoning File No. C14-85-288-135, as authorized by the City Council of the City of Austin. The Amendment of Restrictive Covenant shall be filed in the Official Public Records of Travis County, Texas.

EXECUTED this the _____ day of _____, 2008.

CURRENT OWNER:

The Austin Community College District

By: _____
Dr. Stephen B. Kinslow,
President

CITY OF AUSTIN:

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

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2008, by Dr. Stephen B. Kinslow, as President of The Austin Community College District, on behalf of the District.

Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the _____ day of _____, 2008, 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 RETURN TO:

City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767-1088
Attn: Diana Minter, Paralegal