

**THIRD AMENDMENT TO THE RESTRICTIVE COVENANT
FOR ZONING CASE NO. C14-80-133(RCA)**

Owner: Rivermont Place General, LLC, a Texas limited liability company

Owner Address: 19245 Highway 7, Excelsior, Minnesota 55331-9126

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, the property consisting of approximately 9.333 acres of land located at 6101 and 6205 East Riverside Drive, more particularly described as follows:

Lots 1 & 2, Block A, Riverside at Montopolis subdivision, a subdivision in the Travis County according to the map or plat of record in Document Number 200700127 of the Plat Records of Travis County, Texas (the "Released Property"),

is a portion of that certain property described in Zoning File No. C14-80-133, consisting of approximately 114 acres of land (the "Original Property"), as more particularly described in those certain Restrictive Covenants recorded in Volume 7187, Page 927, of the Real Property Records of Travis County, Texas (the "Original Restrictive Covenant"), as amended by that certain Amendment to Restrictive Covenant for Zoning Case No. C14-80-133, recorded in Volume 12489, Page 0714 of the Real Property Records of Travis County, Texas (the "First Amendment"), amended by that certain Restrictive Covenant for Zoning Case No. C14-80-133, recorded in Volume 12705, Page 0096 of the Real Property Records of Travis County, Texas (the "Second Amendment"), was impressed with certain covenants and restrictions by the Original Restrictive Covenant. The Original Restrictive Covenant as amended by the First Amendment and the Second Amendment shall hereinafter collectively be referred to as the Restrictive Covenant.

WHEREAS, the Restrictive Covenant provides that the Restrictive Covenant can 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.

WHEREAS, the current Owner of the Released Property desires to amend the Restrictive Covenant as to the Released Property.

WHEREAS, the City Council and the Owner agree the Restrictive Covenant should be amended as to the Released Property.

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 amended to release the Released Property from the terms and provisions of the Restrictive Covenant.
2. Except as expressly provided for in this Third Amendment to the Restrictive Covenant for Zoning Case No. C14-80-133(RCA) (the "Third Amendment"), each and every one of the terms, conditions, and provisions of the Restrictive Covenant shall continue in full force and effect on the Original Property on and after the effective date of this Third Amendment.
3. The City Manager or designee, shall execute, on behalf of the City, this Third Amendment as authorized by the City Council of the City of Austin. This Third Amendment shall be filed in the Official Public Records of Travis County, Texas.

EXECUTED to be effective the _____ day of _____, 2016.

OWNER:

RIVERMONT PLACE GENERAL, a Texas
limited liability company

By:



DAVID G. RAE
Vice President/Manager

CITY OF AUSTIN:

By:

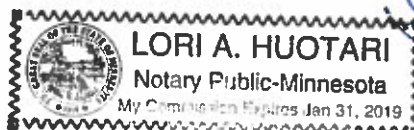
SUE EDWARDS
Assistant City Manager
City of Austin

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF ~~TEXAS~~ Minnesota §
COUNTY OF ~~TRAVIS~~ Hennepin §

This instrument was acknowledged before me on this the 2 day of August, 2016, by David G. Rae, Vice President/Manager of Rivermont Place General, LLC, a Texas limited liability company, on behalf of said company.

 Lori A. Huotari
Notary Public, State of ~~Texas~~ Minnesota

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Sue Edwards, 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:

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