

**FIRST AMENDMENT TO THE RESTRICTIVE COVENANT
FOR ZONING CASE NO. C14-85-149.100.02(RCA)**

Owner: Ringgold Partners II, LP, a Texas limited partnership

Owner Address: 2170 Piedmont Road, Atlanta, Georgia 30324

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 10.381 acres of land located at 13121, 13125, 13133, 13139, 13145, 13147 FM 1325 and 3001 Scofield Ridge Parkway, more particularly described as follows:

Lots 1-7, Block A, The Terraces at Scofield Ridge Subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200800240 of the Official Public Records of Travis County, Texas (the "Property"),

is a portion of that certain property described in Zoning File No. C14-88-149.100, consisting of approximately 670.61 acres of land (the "Original Property"), as more particularly described in that certain Restrictive Covenant recorded in Volume 09647, Page 0011, of the Real Property Records of Travis County, Texas, was impressed with certain covenants and restrictions by the Restrictive Covenant.

WHEREAS, Ringgold Partners II, LP, a Texas limited partnership, is the current Owner of the Property and desires to amend the Restrictive Covenant as to the Property.

WHEREAS, the Restrictive Covenant provides it 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 City Council and the 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 and the Owner agree as follows:

1. Section 9 of the Restrictive Covenant is deleted in its entirety.

2. The Land Use Plan included in Exhibit A of the Restrictive Covenant is amended to remove the Floor-to-Area Ratio requirements for commercial development of Area 10.
3. 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.
4. The City Manager, or his designee, shall execute on behalf of the City, this Amendment as authorized by the City Council of the City of Austin. The Amendment shall be filed in the Official Public Records of Travis County, Texas.

EXECUTED to be effective the _____ day of _____, 2017

OWNERS:

Ringgold Partners II, LP, a Texas limited partnership

By: Ringgold Group II, LLC, a Texas limited liability company, its General Partner

By: _____
John Bultman
Vice President

CITY OF AUSTIN:

By: _____
BERT LUMBRERAS,
Assistant City Manager,
City of Austin

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2016, by John Bultman as Vice President of Ringgold Group II, LLC, a Texas limited liability company, general partner of Ringgold Partners II, LP, a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

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