



**TERMINATION OF RESTRICTIVE COVENANT**  
**FOR**  
**ZONING CASE: C14r-86-193**

OWNER: Prominent Northpoint, L.P., a Texas limited partnership

ADDRESS: 901 Mopac Expressway South, Bldg. One, Suite 200, Austin, Texas 78746

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 City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

WHEREAS, Austin 360 Limited, a Texas limited partnership, as owner of all that certain property described in Zoning Case No. C14r-86-193, consisting of a 2,171 square foot tract of land, more or less, out of the James Coleman Survey No. 25 and Lot 2, Owen II Subdivision, Travis County (the "Property"), as more particularly described in the restrictive covenant recorded in the Real Property Records of Travis County, Texas, in Volume 9965, Page 623, (the "Restrictive Covenant"), imposed certain restrictions and covenants on the 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 majority of the members of the City Council and the Owner of the Property at the time of such modification, amendment or termination; and,

WHEREAS, Prominent Northpoint, L.P., a Texas limited partnership, as sole and current owner of the Property, now desires to terminate the Restrictive Covenant; and,

WHEREAS, the City Council and the Owner, agree the Restrictive Covenant should be terminated;

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants, and agreements set forth in this covenant, 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. C14r-86-193 (the "Termination of Restrictive Covenant") as authorized by the City Council of the City of Austin. This Termination of Restrictive Covenant shall be filed in the Official Public Records of Travis County, Texas, which will terminate the document of record in Volume 9965, Page 623, Official Public Records, Travis County, Texas.

7-27-06 # 146

EXECUTED this the 20<sup>th</sup> day of July, 2006.

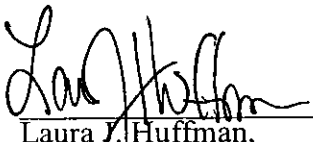
**OWNER:**

**Prominent Northpoint, L.P.,  
a Texas limited partnership**

By: Aspen Growth Properties, Inc.,  
a Texas corporation,  
its General Partner

By:  7/20/06  
Mark McAllister,  
President

**CITY OF AUSTIN:**

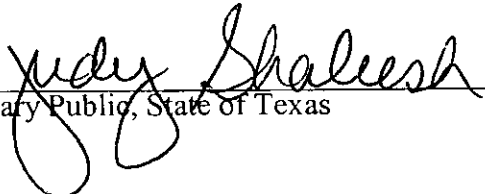
By:   
Laura J. Huffman,  
Assistant City Manager  
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 20 day of July, 2006, by Mark McAllister, President of Aspen Growth Properties, Inc., a Texas corporation, general partner of Prominent Northpoint, L.P., a Texas limited partnership, on behalf of the corporation and limited partnership.

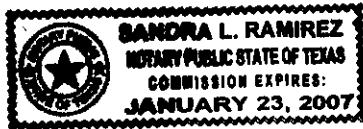


  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 9<sup>th</sup> day of August, 2006, by Laura J. Huffman, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of the municipal corporation.



*Sandra L. Ramirez*  
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Notary Public, State of Texas

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

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2006 Aug 10 02:08 PM 2006153855

CORTEZY \$24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS