

## **EXHIBIT 1**

### **SECOND AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT REGARDING CHAMPIONS TRACT 3**

## **SECOND AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT REGARDING CHAMPIONS TRACT 3**

This Second Amendment to the Compromise Settlement Agreement (the “Second Amendment”) is made and entered into by and between Loop 360 Land, LP, Texas limited partnership (“360”) and the City of Austin (the “City”) for the purposes and on the terms specified herein and operates in conjunction with the Compromise Settlement Agreement (the “Original Agreement”), effective July 11, 1996, and the First Amendment to the Compromise and Settlement Agreement (the “First Amendment”) effective February 26, 2018.

### **RECITALS**

**WHEREAS**, the City approved an ordinance adopting the Original Agreement between the Champion Assets, Ltd., a Texas limited partnership; Champion-Meier Assets, Ltd., a Texas limited partnership; and Champion Legacy Partners, L.P., a Texas limited partnership, successors to Josie Ellen Champion, Juanita Champion Meier, and Mary Margaret Champion Roberson (the “Champions”) and the City on June 13, 1996; and

**WHEREAS**, the City approved an ordinance adopting the First Amendment between 2222 CAP. TEXAS, LLC, a Texas limited liability company (“CAP”) and the City regarding Champions Tract 3 on February 26, 2018; and

**WHEREAS**, 360 PURCHASED Tract 3 from CAP and is the current owner of Tract 3; and

**WHEREAS**, in accordance with Paragraph 7 of the Original Agreement, the City and 360 are executing this Second Amendment to amend the provisions regarding site development and use of Tract 3;

**NOW, THEREFORE**, in consideration of the recitals, the mutual covenants and agreements contained in this Second Amendment, 360 and the City agree as follows:

### **TERMS OF AMENDMENT**

I. Section 2.g. is amended to read:

- g. During the term of this Agreement, the modifications to City regulations and the conditions established for the modifications listed in this subsection apply to the initial congregate living, convalescent services, or multi-family development on Tract 3. The modifications do not apply to any subsequent development or redevelopment of Tract 3.

II. Section 2.g.1. A. iii. is amended to read:

- i. In no case may impervious cover on Tract 3 exceed 3.49 acres.

III. Miscellaneous Provisions

- A. Binding. This Second Amendment will be binding upon the heirs, representatives, successors and assigns of each of the parties to this First Amendment.
- B. Effective Date. The Agreement shall be effective as of the latest date that both parties have signed and executed this Second Amendment.
- C. Applicable Law and Venue. The construction and validity of this Second Amendment shall be governed by the laws of the State of Texas and is performable in Travis County, Texas.
- D. No Party Deemed Drafter. 360 and the City have both had the opportunity to have legal counsel examine this Second Amendment. Accordingly, this Second Amendment will not be interpreted for or against either party due solely to the fact that one party was the principal author of this Second Amendment.
- E. Term; Termination. This Second Amendment shall be effective as of the date signed by all parties and shall terminate upon completion of the initial congregate living, convalescent services, or multi-family development or 10 (ten) years after the effective date of this Second Amendment, whichever is sooner. Upon termination of this Second Amendment, the First Amendment shall terminate and the Original Agreement shall be of no force or effect regarding Tract 3. Notwithstanding the foregoing, the restrictive covenant filed pursuant to the terms of the First Amendment will survive termination.
- F. Filing. This Second Amendment shall be filed of record.
- G. Authority. The parties warrant that they have authority to execute this Second Amendment.
- H. Assignment of Owner Rights. 360 may assign in whole or part its rights and obligations under this Second Amendment to persons purchasing all or part of the Property.
- I. Ratification of Original Agreement and First Amendment. Any and all terms and provisions of the Original Agreement and First Amendment shall, except as and to the extent expressly amended and modified by this Second Amendment, remain in full force and effect.
- J. Severability. If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this

Agreement remains effective to the extent permitted by law.

EXECUTED to be effective the \_\_\_\_ day of \_\_\_\_\_, 2018

**Loop 360 Land, LP, a Texas limited partnership**

By: Loop 360 Land GP, LLC,  
its General Partner

By: \_\_\_\_\_  
Name: Jonathan Coon  
Title: Manager

**THE STATE OF TEXAS   §**

**COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on this the \_\_\_\_ day of October, 2018, by Jonathan Coon, Manager of Loop 360 Land GP, LLC, General Partner of Loop 360 Land, LP, a Texas limited partnership, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

**CITY OF AUSTIN,**  
a home-rule municipal corporation

By: \_\_\_\_\_  
Name: Joseph Pantalion, P.E.  
Title: Interim Assistant City Manager

**THE STATE OF TEXAS   §**

**COUNTY OF TRAVIS       §**

This instrument was acknowledged before me on this the \_\_\_\_\_ day of October, 2018,  
by Joseph Pantalion, P.E., Interim Assistant City Manager, City of Austin, a home-rule municipal  
corporation, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

After Recording, please return to:

City of Austin  
Law Department  
P.O. Box 1088  
Austin, Texas 78767  
Attention: C. Curtis, Paralegal