

SECOND AMENDMENT TO RESTRICTIVE COVENANT
FOR ZONING CASE: C14-85-244, PART 7 (RCA2)

OWNER: Luftheife RE, LP a Texas limited partnership

OWNER ADDRESS: 3407 Toro Canyon Road
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, the Estate of Fred Morse, Deceased, and Estelle K. Morse, individually, entered into that certain Restrictive Covenant, dated as of July 1, 1986, and recorded in the Real Property Records of Travis County, Texas, on August 19, 1986, in Volume 9839, Page 572 (the "Restrictive Covenant"), as part of City of Austin Zoning Case No. C14-85-244 (Part 7); and

WHEREAS, the Restrictive Covenant encumbers real property, consisting of approximately 73.91 acres, more particularly described in the Restrictive Covenant; and

WHEREAS, the Restrictive Covenant provides that the covenant can 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, Luftheife RE, LP, a Texas limited partnership (the "Owner") of the Property on the date of this Second Amendment to Restrictive Covenant ("Amendment"), desire to amend the Restrictive Covenant to release a portion of the Property more particularly described as Lot 1, Block A, Morse Commercial Subdivision, a subdivision in Travis County, Texas, according to the map or plat of record in Book 101, Page 54, Plat Records of Travis County, Texas (the "Released Property"); and

WHEREAS, the City Council agrees the Restrictive Covenant should be amended to release the Released Property.

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. The restrictive covenant is amended as of the date hereof to release the Released Property from the terms and provisions of the Restrictive Covenant.

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 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 this the _____ day of _____, 2019.

OWNER:

Luftheife RE, LP, a Texas limited partnership

By: H and M Austin Management, Inc., a Texas corporation, its general partner

By: _____
Michael J. McGinnis, Director

CITY OF AUSTIN:

By: _____
J. Rodney Gonzales
Assistant City Manager
City of Austin

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ 2019, by Michael J. McGinnis, as Director of H and M Austin Management, Inc., a Texas corporation as general partner of Luftheife RE, LP, a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §

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COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2019, by J. Rodney Gonzales, 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, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-1088
Attention: C. Curtis, Paralegal