

1-27-05
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PARTIAL TERMINATION AND RELEASE OF RESTRICTIVE COVENANT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

WHEREAS, by Restrictive Covenant (the "Restriction") dated June 27, 1996, and recorded in Volume 12791, Page 717, Real Property Records of Travis County, Texas, certain restrictions were imposed against four tracts of land comprising approximately 4.97 acres, 2.28 acres, 22.37 acres, and 40.00 acres and described therein (the "Property"); and

WHEREAS, the undersigned are (i) all of the current owners of the Property and (ii) the City of Austin, Texas, and pursuant to Section 6 of the Restriction may terminate the Restrictions; and

WHEREAS, the undersigned desire to terminate and release the Restriction in part for the mutual benefit of all of the undersigned.

NOW, THEREFORE, in consideration of the premises and Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned hereby terminate Paragraph 1 of the Restriction, and thereby fully and completely release and discharge the Property therefrom. It is expressly understood and agreed that this is a Partial Termination and Release, and does not release, affect or impair the remaining provisions of the Restriction which are hereby ratified and continued.

Executed this the June 21, 2004.

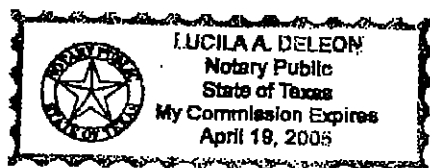
IBC:

International Bank of Commerce,
a Texas banking association

By: Richard L. Capps

Name: (print) Richard L. Capps

Title (print): Senior VP



STATE OF TEXAS

COUNTY OF Bexar


This instrument was sworn to, subscribed and acknowledge before me on this the 21st day of June, 2004, by Richard L. Capps, Senior VP of International Bank of Commerce, a Texas banking association, on behalf of such banking association.

Lucila A. DeLeon
Notary Public - State of Texas

Venture:

Austin 2222 Venture I LP,
a Texas limited partnership

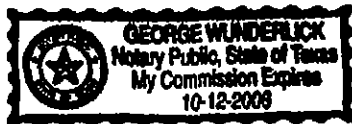
By: Riverlodge, L.L.C.,
a Texas limited liability company,
its general partner

By: 
Name (print): Joseph R. Williams
Title (print): manager

STATE OF TEXAS

COUNTY OF Dallas

This instrument was sworn to, subscribed and acknowledge before me on this the 15
day of July, 2004, by Joseph R. Williams, manager of Riverlodge, L.L.C., a
Texas limited liability company, as general partner of Austin 2222 Venture I, LP, a Texas limited
partnership, on behalf of such limited liability company and such limited partnership.




Notary Public - State of Texas

River Place Residential Community Association, Inc.
(formerly known as Riverplace Homeowners Association), a
Texas nonprofit corporation

By: [Signature]
Name: (print) WARWICK R. TOBIAS
Title (print): PRESIDENT RPRCA

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was sworn to, subscribed and acknowledge before me on this the 30th
day of JULY, 2004, by WARWICK TOBIAS, PRESIDENT of River Place
Residential Community Association, Inc., (formerly known as Riverplace Homeowners
Association, a Texas nonprofit corporation, on behalf of such nonprofit corporation.



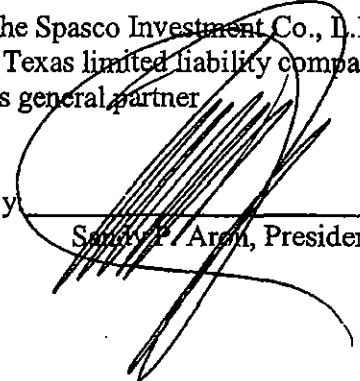
[Signature]
Notary Public - State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Wm. Terry Bray
P.O. Box 98
Austin, Texas 78767

SPASCO, LTD.,
a Texas limited partnership

By: The Spasco Investment Co., L.L.C.,
a Texas limited liability company,
its general partner

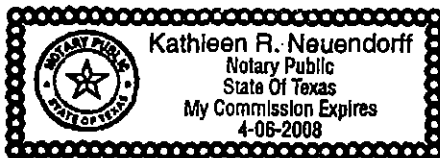
By: 
Sandy P. Aron, President

THE STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on the 21st day of December, 2004, by Sandy P. Aron, President of The Spasco Investment Co., L.L.C., a Texas limited liability company, general partner of Spasco, Ltd., a Texas limited partnership, on behalf of such limited liability company and such limited partnership.




NOTARY PUBLIC, State of Texas

City:

City of Austin, Texas

By: _____

Name: (print) _____

Title: (print) _____

THE STATE OF TEXAS §

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COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2004, by _____ of the City of Austin, on behalf of such municipality.

NOTARY PUBLIC, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Wm. Terry Bray
P.O. Box 98
Austin, Texas 78767

FILM CODE
00005499051

Zoning Case No. C14-95-0193

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mbl

RESTRICTIVE COVENANT

OWNER: DONALD E. ENGELING
ADDRESS: 10603 F. M. 2222, Austin, Texas 78732
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.
PROPERTY: Tract 1: 4.97 acre tract of land out of the William Bell Survey No. 802, said 4.97 acre tract of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.
Tract 2: 2.28 acre tract of land out of the William Bell Survey No. 802, said 2.28 acre tract of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein for all purposes.
Tract 3: 22.37 acre tract of land out of the William Bell Survey No. 802, said 22.37 acre tract of land being more particularly described by metes and bounds in Exhibit "C" attached hereto and incorporated herein for all purposes.
Tract 4: 40.00 acre tract of land out of the William Bell Survey No. 802, said 40.00 acre tract of land being more particularly described by metes and bounds in Exhibit "D" attached hereto and incorporated herein for all purposes, *hereinafter referred to collectively as the "Property"*

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions as conditions of zoning for the Property;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. There will be no vehicular access from the Property to Riverplace Boulevard. All vehicular access to the Property shall be from other adjacent public streets or through other adjacent property. This prohibition of vehicular access is subject to change, (i) if a traffic signal at the intersection of F.M. 2222 and Business Park Drive is not installed; and (ii) with the approval of the Riverplace Homeowners Association.
2. Notwithstanding any other provision of the Land Development Code applicable to the Property on the effective date of this ordinance or at the time an application for approval of a site plan or building permit is submitted, no site plan for development of the Property or any portion of the Property shall be approved or released, and no building permit for construction of a building on the Property, shall be issued if the completed development or uses authorized by the proposed site plan or building permit, considered cumulatively with all existing or previously authorized development and uses of the Property, generates traffic exceeding the total traffic generation for the Property as specified in that certain Traffic Impact Analysis prepared by Carter and Burgess, dated February 22, 1996, and

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TRAVIS COUNTY, TEXAS

12791 0717

as otherwise amended, on file at the Development Review and Inspection Department, and submitted in support of the zoning request enacted by this ordinance. At the request of the Owner of the affected Property, an updated or amended Traffic Impact Analysis may be approved administratively by the Director of the Development Review and Inspection Department if said Analysis demonstrates that the traffic generated from the development of the Property, or any portion of the Property, could be accomplished at an acceptable level of service.

3. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
4. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
5. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
6. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

All citations to the Austin City Code shall refer to the Austin City Code of 1992, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

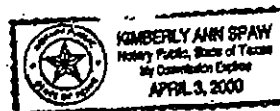
EXECUTED this the 27th day of June, 1996.

Donald E. Engeling
DONALD E. ENGELING

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 27th day of June, 1996,
by DONALD E. ENGELING.

Kimberly A. Spaw
Notary Public, State of Texas



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TRAVIS COUNTY, TEXAS

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