

TERMINATION OF RESTRICTIVE COVENANT
FOR ZONING CASE: C14-75-085(RCT)

OWNER: Wells Fargo Bank, National Association, a national banking association

ADDRESS: MAC T0149-031, 12200 Northwest Freeway, 3rd Floor, Suite 320,
Houston, Texas 77092

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, Wells Fargo, National Association, a national banking association as owner of all that certain property described in Zoning Case No. C14-75-085(RCT), consisting of approximately 0.12 acre of land more or less the East 46 feet of Lot No. 5, Block 178 in the Original City of Austin, Travis County, Texas, according to the map or plat on file in the General Land Office of the State of Texas (the "Property"), as more particularly described in the restrictive covenant recorded in the Real Property Records of Travis County, Texas, in Volume 5311, Page 1395 (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, Wells Fargo Bank, National Association, a national banking association, as sole and current owner (the "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 his designee, shall execute, on behalf of the City, this Termination of Restrictive Covenant for Zoning Case No. C14-75-085(RCT) (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 5311, Page 1395, Real Property Records, Travis County, Texas.

EXECUTED this the _____ day of _____, 2013.

OWNER:

**Wells Fargo Bank, National Association, a
national banking association**

By: _____
Charles L. Fields
Vice-President

CITY OF AUSTIN:

By: _____
Sue Edwards,
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 _____, 2013, by Charles L. Fields, Vice-President of Wells Fargo Bank, National Association, a national banking association, on behalf of the banking association.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2013, by Sue Edwards, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of the 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: J. Collins, Paralegal