

TERMINATION OF RESTRICTIVE COVENANT
FOR ZONING CASE: C14-97-0010(RCT)

OWNER: BP Riverside West, LLC, a Delaware limited liability company

OWNER ADDRESS: 3100 McKinnon Street, Suite 250, Dallas, Texas 75201

CITY: The City of Austin, a home-rule municipal corporation and political subdivision of the State of Texas, situated in the counties of Hays, Travis and Williamson.

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, SK Properties, L.P., a Kansas limited partnership entered into that certain Restrictive Covenant, consisting of Lots 5, 6, 7, 8, and 9, Block A, Parke Green, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 85, Pages 161A, Plat Records of Travis County, Texas ("Original Property"); and,

WHEREAS, the Original Property is more particularly described in the Restrictive Covenant dated as of June 3, 1997, and recorded in the Real Property Records of Travis County, Texas, on June 20, 1997, in Volume 12960, Page 0328 (the "Restrictive Covenant"), as part of City of Austin Zoning Case No. C14-97-0010; 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 Original Property at the time of such modification, amendment or termination; and,

WHEREAS, BP Riverside West, LLC, a Delaware limited liability company, as current owner (the "Owner") of the Original Property, generally identified in the map attached hereto as **Exhibit "A"**, now desire 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 hereinafter set forth, the City of Austin and the Owner agree as follows:

1. The Restrictive Covenant is terminated and each term, condition, and provision will have no effect after the effective date of this Termination of Restrictive Covenant.

2. The City Manager, or his designee, shall execute, on behalf of the City, this Termination of Restrictive Covenant for Zoning Case No. C14-97-0010(RCT) 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 12960, Page 0328, Real Property Records, Travis County, Texas.

EXECUTED this the _____ day of _____, 2019.

OWNER:

BP Riverside West, LLC, a Delaware limited liability company

By: BP Student Holdings, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

CITY OF AUSTIN:

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

APPROVED AS TO FORM:

Name: _____
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 _____ (Name), as _____ (Title) of BP Student Holdings, LLC, a Delaware limited liability company, as sole member of BP Riverside West, LLC, a Delaware limited liability company, on behalf of said company.

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