

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

TERMINATION OF RESTRICTIVE COVENANT
FOR ZONING CASE: C14-72-032(RCT)

OWNER: CSW Cart, Inc., a Texas corporation

OWNER ADDRESS: 1703 West 5th Street, Suite 850
Austin, Texas 78703

CITY: The City of Austin, a home-rule municipal corporation, 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, Lee Blocker, James K. Eichelberger, Jr., Leon Howard, and Charles Howard entered into that certain document dated June 12, 1973, and recorded in the Real Property Records of Travis County, Texas on July 2, 1973 in Volume 4674, Page 2281 (the "Restrictive Covenant"), impressing certain covenants and restrictions on a tract of land located in Travis County, Texas consisting of approximately 48,638 square feet of land and being more particularly described in the Restrictive Covenant ("Property") as part of City of Austin Zoning Case No. C14-72-032; 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, CSW Cart, Inc., a Texas corporation, as current owner (the "Owner") of the Property, 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. C14-72-032(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 4674, Page 2281, Real Property Records, Travis County, Texas.

(Remainder of page intentionally left blank)

EXECUTED this the _____ day of _____, 2021.

OWNER:

CSW Cart, Inc., a Texas corporation

By: _____
Robert O'Farrell, Director
and President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____ 2021,
by Robert O'Farrell, Director and President of CSW Cart, Inc., a Texas corporation, on behalf of
said corporation.

Notary Public, State of Texas

CITY OF AUSTIN:

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

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2021, 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

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

Name: _____
Assistant City Attorney
City of Austin

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-1088
Attention: C. Curtis, Paralegal