

TERMINATION OF RESTRICTIVE COVENANT
ZONING CASE: C14R-82-016(RCT)

OWNER: 8611 North MOPAC, LLC, a Texas limited liability company.
7200 N. Mopac Expressway, Ste. 400, Austin, Texas, 78731-2376

OWNER: U.S. REIF EURUS Austin, LLC, a Delaware limited liability company,
7200 N. Mopac Expressway, Ste. 450, Austin, Texas, 78731-2307

OWNER: 8701 MOPAC ATRIUM, LLC, a Texas limited liability company,
7200 N. Mopac Expressway, Ste. 400, Austin, Texas, 78731-2376

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, Richard D. Hardin, Trustee, entered into that certain restrictive covenant, consisting of approximately 8.5377 acres of land out of the James P. Wallace Survey in Travis County, Texas, and being part of Lot 2, WESTOVER HILLS PLAZA SUBDIVISION, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof as recorded in Book 18, Page 60, Plat Records of Travis County, Texas, (the "Property"); and,

WHEREAS, the Property is more particularly described in the Restrictive Covenant dated May 17, 1982, and recorded in the Real Property Records of Travis County, Texas, on August 9, 1982, in Volume 7823, Page 578 (the "Restrictive Covenant"), as part of City of Austin Zoning Case No. C14R-82-016; and,

WHEREAS, the Restrictive Covenant imposes certain restrictions and covenants on the Property; and,

WHEREAS, the Restrictive Covenant provides that the covenant can be modified, amended, or terminated only by joint action of both a majority of the members of the City Council of the City of Austin and the owner of the Property at the time of such modification, amendment, or termination; and,

WHEREAS, 8611 North MOPAC LLC, a Texas limited liability company, U.S. REIF EURUS Austin, LLC, a Delaware limited liability company, and 8701 MOPAC ATRIUM, LLC, a Texas limited liability company, as owners (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 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. C14R-82-016(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 7823, Page 578, Real Property Records, Travis County, Texas.

EXECUTED this the _____ day of _____, 2022.

OWNER:

8611 North MOPAC, LLC, a Texas limited liability company.

By: TKCGP Management, LLC,
a Texas liability company,
Manager

Chad Schroeder, Vice President

U.S. REIF EURUS Austin, LLC, a Delaware limited liability company.

By: U.S. Real Estate Investment Fund REIT,
Inc., a Delaware corporation,
Manager

Luke Drolet, Representative

8701 MOPAC ATRIUM, LLC, a Texas limited liability company.

By: TKCGP Management, LLC,
a Texas limited liability company,
Manager

Chad Schroeder, Vice President

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 TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2022, by Chad Schroeder, Vice President of TKCGP Management, LLC, a Texas limited liability company, on behalf of the company.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2022, by Luke Drolet, Manager of U.S. Real Estate Investment Fund REIT, Inc., a Delaware corporation, on behalf of the corporation.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2022, by Chad Schroeder, Vice President of TKCGP Management, LLC, a Texas limited liability company, on behalf of the company.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2022, by Rodney J. Gonzales, 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: H. Bonds, Paralegal