

ZONING CHANGE REVIEW SHEET

CASE: C14-77-138(RCT) - 10601 N Lamar Blvd. RCT DISTRICT: 4

ADDRESS: 10601 and 10601 1/2 N. Lamar Boulevard

OWNER/APPLICANT: CSW 10601 N Lamar, LP

AGENT: Drenner Group, PC, Amanda Swor

ZONING: CS-V-CO-NP, CS-NP, LO-NP, SF-3-NP AREA: 13.66 acres

REQUEST:

The purpose of the RCT request is to terminate the restrictive covenant that was recorded in association with the 1977 zoning case no. C14-77-138, and as amended in 1983, for a portion of the Property. This covenant places restrictions requiring a 10-foot pedestrian easement across the Property, a 15-foot no-build setback along rear adjacent property lines, and a 60-foot setback adjacent to the 15-foot setback that allows only a street or open space. These regulations are inconsistent with other code regulations regarding compatibility setbacks and associated no build zones.

CASE MANAGER: Sherri Sirwaitis (512-974-3057, sherri.sirwaitis@austintexas.gov)

STAFF RECOMMENDATION:

Staff recommends the proposed amendment of the public restrictive termination.

PLANNING COMMISSION ACTION / RECOMMENDATION:

October 24, 2023: Approved the staff's recommendation for the RCT by consent (12-0, T. Shaw-absent); G. Anderson-1st, F. Maxwell-2nd.

CITY COUNCIL ACTION:

November 30, 2023

ORDINANCE NUMBER:

DEPARTMENT COMMENTS:

In this case, the applicant is requesting to terminate a public restrictive covenant associated with zoning case C14-77-138 and executed on February 21, 1978 that required the extension of Motheral Drive across the Property between Grady Street and Applegate Street, the dedication of a 10 foot sidewalk, bikeway and pedestrian easement across the Property, a 15 foot vegetative buffer along the eastern boundary of the proposed extension of Motheral Drive, a six foot privacy fence along the eastern boundary of the proposed extension of Motheral Drive and a 60 foot side strip of land along the entire length of and adjacent to the 15 foot vegetative buffer to be used for greenbelt purposes (*please see Applicant's Request Letter - Exhibit C and Original Restrictive Covenant – Exhibit D*).

In 1983, this restrictive covenant was amended to remove the requirement to extend Motheral Drive. The conditions for the owner to dedicate a of a 10-foot sidewalk, bikeway and pedestrian easement across the Property, to construct and maintain a four foot (4') wide concrete sidewalk in the middle of the ten foot (10') wide easement, and for the additional three feet (3') of the easement on each side of the four foot (4') wide concrete sidewalk to be free of any construction or improvements, except for fences, trees, grass and shrubs were maintained (*please see Amendment to the Restrictive Covenant - Exhibit E*).

Now, through this request, the applicant is asking to remove the remaining conditions from the restrictive covenant for this 13.66 property so that development on this site can comply with current Code regulations. The staff recommends the applicant's request to delete the conditions of this public restrictive covenant. When the property was subdivided, the City of Austin City Council approved a resolution in 1985 releasing the pedestrian easement that was dedicated through the subdivision case, C8-83-110.1P/F (*please see Recorded Subdivision – Exhibit F*). In addition, the proposed pocket park, as part of the proposed parkland dedication, will maintain the vegetative buffer originally established via the SF-3 zoning designation. The applicant will be working with the Parks and Recreation Department staff during site plan review so that as part of the first phase of redevelopment of a portion of the surface parking lot, there will be a dedication of the existing buffer as parkland (*please see PARD review comments below*).

The applicant agrees with the staff's recommendation.

EXISTING ZONING AND LAND USES:

	ZONING	LAND USES
<i>Site</i>	CS-NP, LO-NP and SF-3-NP	Commercial Warehouse (Marketplace Austin: Food Trucks, Marisco Tampico Restaurant, Latino Formal Wear, Jump Party USA, North Lamar Bingo)
<i>North</i>	SF-2-NP	Single-Family Residences
<i>South</i>	SF-3-NP, SF-2-NP	Single-Family Residences
<i>East</i>	SF-2-NP	Single-Family Residences
<i>West</i>	CS-V-CO-NP, CS-NP	Parking Lot, Automotive Repair (Texas Auston Tops of Austin), Restaurant (Chuy's)

AREA STUDY: North Lamar/Georgian Acres Combined NP (North Lamar)

WATERSHED: Little Walnut Watershed

CAPITOL VIEW CORRIDOR: N/A

HILL COUNTRY ROADWAY: N/A

NEIGHBORHOOD ORGANIZATIONS:

Austin Independent School District
Austin Lost and Found Pets
Austin Neighborhoods Council
Friends of Austin Neighborhoods
Go Austin Vamos Austin – North
Homeless Neighborhood Association
Mockingbird Hill Neigh. Assn.
Neighborhood Empowerment Foundation
North Growth Corridor Alliance
North Lamar Neighborhood Association
North Lamar/Georgian Acres Neighborhood Team
SELTexas
Sierra Club Austin Regional Group

AREA CASE HISTORIES:

NUMBER	REQUEST	COMMISSION	CITY COUNCIL
C14-2016-0032 (Smithers RV Storage: 10400 North Lamar Boulevard)	GR-CO-NP to CS-NP	7/26/16: Approved staff's recommendation of CS-CO-NP zoning by consent (10-0, F. Kazi, A. Pineyro De Hoyos, J. Thompson-absent); S. Oliver-1 st , T. White-2 nd . The conditional overlay (CO) will limit development to less than 2,000 vehicle trips per day and will prohibit the following uses on the property: Alternative Financial Services, Agricultural Sales and Services, Bail Bond Services, Building and Maintenance Services, Campground, Construction Sales and Services, Equipment Repair Services, Kennels, Commercial Blood Plasma Center, Laundry Services, Monument Retail Sales, Vehicle Storage, Veterinary Services, Maintenance and Service Facilities, Equipment Sales and Exterminating Services.	8/11/16: Approved CS-CO-NP zoning on consent, 1 st reading (11-0); K. Tovo-1 st , L. Pool-2 nd . 9/22/16: Ordinance No. 20160922-049 for CS-CO-NP combining district zoning was approved on consent on Council Member Houston's motion, Council Member Casar's second on a 10-0 vote. Council Member Troxclair was absent.

C14-2012-0023 (601 W. Applegate Drive)	LO-MU-CO-NP to GR-MU-NP	6/12/12: Approved staff recommendation to deny the requested zoning (6-1, A. Hernandez-No, D. Anderson and D. Chimenti-absent); M. Dealey-1 st , D. Tiemann-2 nd .	6/28/12 : Denied the rezoning request (7-0); B. Spelman-1 st , L. Morrison-2 nd .
C14-2010-0048 (North Lamar NP Rezoning)	CR-CO to LO-MU-CO-NP	5/11/10: Approved the staff's recommendation for LO-MU-CO-NP zoning, with condition to remove Art Gallery, Art Workshop, and Counseling Services as prohibited uses, for Tract 20 (ABS 29 SUR 38 Applegate J ACR .17, Lot 1 Block K Mockingbird Hill Section 1 Subdivision, Lot 2 Block K Mockingbird Hill Section 1 Subdivision, and 601 West Applegate Drive); Vote: (8-0, J. Reddy-absent); C. Small-1 st , M. Dealey-2 nd .	6/24/10: Approved the North Lamar Combined Neighborhood Plan, except for tract 32 (postponed to July 29, 2010), and tracts 134 and 135B, on Council Member Spelman's motion, Council Member Cole's second on a 7-0 vote. Approved the North Lamar Neighborhood Plan Combining District (NP) was approved on Council Member Spelman's motion, Council Member Cole's second on a 7-0 vote.
C14-05-0163 (Landrum-4: 601 W. Applegate Drive)	SF-2 to GR* *The applicant amended their rezoning request to CR zoning on November 14, 2005	10/18/05: Postponed to November 1, 2005 by the staff (9-0); J. Martinez-1 st , J. Gohil-2 nd . 11/01/05: Postponed to November 15, 2005 by the applicant (9-0); J. Martinez-1 st , J. Gohil-2 nd . 11/15/05: Case continued to January 17, 2006 ZAP Commission meeting (7-0, J. Gohil, J. Martinez – absent); M. Hawthorne-1 st , T. Rabago-2 nd). 1/17/06: Postponed to January 31, 2006 at the applicant's request (9-0); J. Martinez-1 st , J. Gohil-2 nd . 1/31/06: Approved CR-CO zoning with the following conditions: 1) Recreational Equipment Maintenance & Storage as the only permitted CR (Community Recreation) district use; 2) Permit SF-6 (Townhouse & Condominium Residence) district uses; 3) SF-6 (Townhouse & Condominium Residence) district site development standards; 4) Limit access to the driveway previously considered Motheral Drive (vacated Motheral Drive); 5)The applicant will provide	3/02/06: Approved CR-CO zoning on 1 st reading with the following additional restrictions: 18 foot height limitation, minimum of 6 foot solid fence around all four sides of the property with the additional provision that the fence along Applegate must be 10 feet off the north property line and must have landscaping in front of it, and driveway access would be from Motheral Drive (6-1, Kim-Nay); Alvarez-1 st , Wynn-2 nd 4/20/06: Approved CR-CO zoning with conditions by consent (6-0, D. Thomas-off dais); 2 nd /3 rd readings

		a vegetative buffer along Applegate Drive; 6) The site shall be limited to less than 300 vehicle trips per day above the existing trip generation. Vote: (8-0, J. Gohil-absent)	
C14-04-0209	CS-CO, CS to CS-1	3/01/05: Approved staff rec. of CS-1-CO with following conditions: Prohibit Adult Oriented Businesses, Liquor Sales, Cocktail Lounge, Vehicle Storage, Pawn Shop Services, Indoor Entertainment, Exterminating Services, Guidance Services; limit height to a maximum of 40 feet; limit development to 2,000 vtpd (8-0)	3/24/05: Approved CS-1-CO (7-0); all 3 readings
C14-03-0150 (Gilleland Zoning Change: 606 West Grady Drive)	SF-2 to CS* *Amended to 'GR' on 11/5/03	11/4/03: Approved staff's recommendation to deny CS, General Commercial Services District, zoning (9-0)	12/11/03: The motion to deny zoning request was approved (7-0); Slusher-1 st , McCracken-2 nd . The motion to approve reconsideration of this item was approved (7-0); Slusher-1 st ; Thomas-2 nd . This item was postponed to January 29, 2004 (7-0); Slusher-1 st , Wynn-2 nd 1/29/04: Denied request (4-0), Thomas/ Goodman-absent, McCracken-off dais)
C14-01-0116	LO to CS	1/22/02: Approved staff alternate rec. of CS-CO; w/conditions (8-0)	2/28/02: Approved CS-CO w/other conditions (6-0); all 3 readings: 1) Subject to TIA conditions; 2) Prohibiting the following uses: a) Automotive Washing (of any type) b) Commercial Off-Street Parking c) Convenience Storage d) Equipment Sales e) Funeral Services f) Kennels g) Monument Retail Sales h) Outdoor Sports and Recreation i) Residential Treatment j) Local Utility Services k) Service Station l) Campground m) Construction Sales and Services n) Equipment Repair Services o) Exterminating Services p) Hotel-motel q) Laundry Services r) Outdoor Entertainment

			s) Vehicle Storage t) Community Recreation (public) u) Community Recreation (private) v) Off-site Accessory Parking w) Drop-off Recycling Collection Facility 3) Prohibit Drive-in Service
C14-01-0037	MF-2, SF-3, SF-2 to NO-NP	4/17/01: Approved staff rec. of NO-NP, CS-NP, MF-2-NP, LO-NP, GR-NP, P-NP, LI-NP (9-0)	5/24/01: Approved PC rec. on all 3 readings, except Tract 9 (1 st reading only); (6-0) 8/9/01: Approved CS-NP for Tract 9 (7-0); 2 nd /3 rd readings

RELATED CASES:

C14-2022-0162 – Associated Rezoning Case
C8-83-110.1P/F - Subdivision Case
SP-85-096 – Site Plan Case

OTHER STAFF COMMENTS:

Environmental

No review required.

Fire

No comments.

Parks and Recreation

Parkland dedication will be required for any new development resulting from the termination of these restrictive covenants. PARD would require onsite parkland dedication for the redevelopment of this site – see comments associated with rezoning case C14-2022-0162. The connectivity required by the restrictive covenants may not necessarily be fulfilled through parkland dedication, if intended as transportation requirements.

Site Plan

Site plan comments will be provided at time of formal site plan submittal(s).

Transportation

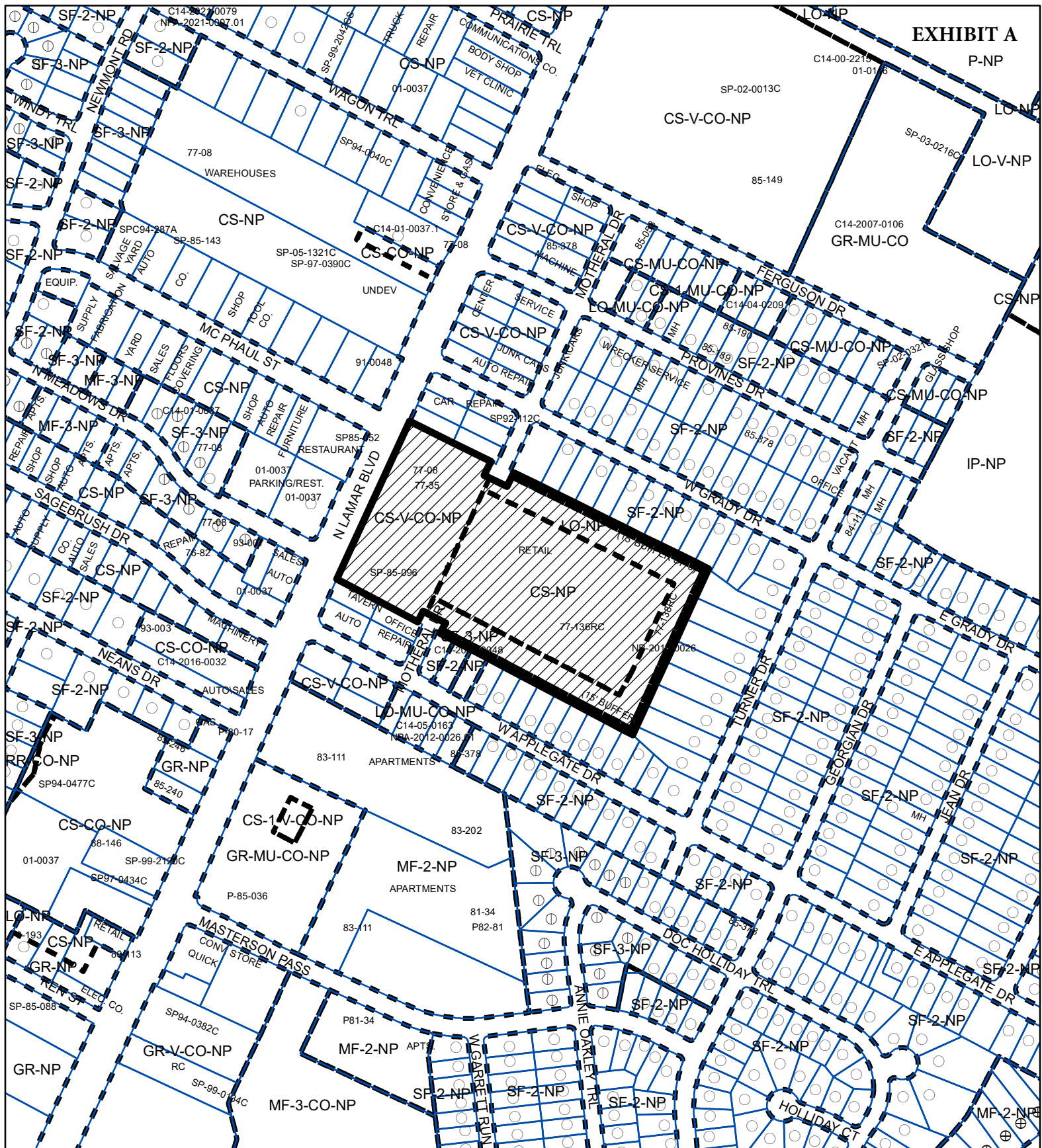
No comments.

Water Utility

No review required.

INDEX OF EXHIBITS TO FOLLOW

- A: Case Map
- B. Aerial Map
- C. Applicant's Request Letter
- D. Original Restrictive Covenant Documents
- E. Amendment to the Restrictive Covenant
- F. Recorded Subdivision for Case C8-83-110.1P/F


$$1'' = 400'$$

Restrictive Covenant Termination

ZONING CASE#: C14-77-138(RCT)

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by the Housing and Planning Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or



Created: 11/16/2022



10601 N Lamar Blvd



- SUBJECT TRACT
- ZONING BOUNDARY
- PENDING CASE
- CREEK BUFFER

ZONING CASE#: C14-77-138(RCT)
 LOCATION: 10601, 10601 1/2 N Lamar Blvd
 SUBJECT AREA: 13.66 Acres
 GRID: L31, M31
 MANAGER: Sherri Sirwaitis



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Created: 12/13/2022

November 8, 2022

Ms. Rosie Truelove
Housing and Planning Department
City of Austin
1000 E 11th Street
Austin, TX 78702

Via Electronic Delivery

Re: 10601 N Lamar Blvd. RCT – Restrictive covenant termination application package for the approximately 13.66-acre portion of the property located at 10601 N Lamar Boulevard in Austin, Travis County, Texas (the “Property”)

Dear Ms. Truelove:

As representatives of the owner of the Property, we respectfully submit the enclosed Restrictive Covenant Termination (RCT) application package. The project is titled 10601 N Lamar Blvd. RCT, the Property is 13.66 acres, and located on the east side of N Lamar Boulevard between W Applegate Drive and W Grady Drive. The Property is in the full purpose jurisdiction of the City of Austin. This application accompanies a rezoning application for a 9.78-acre portion of the Property titled the 10601 N Lamar Blvd. – 9.78-acre.

The purpose of the RCT request is to terminate the restrictive covenant that was recorded in association with the 1977 zoning case no. C14-77-138, and as amended in 1983, for a portion of the Property. This covenant places restrictions requiring a 10-foot pedestrian easement across the Property, a 15-foot no-build setback along rear adjacent property lines, and a 60-foot setback adjacent to the 15-foot setback that allows only a street or open space. These regulations are inconsistent with other code regulations regarding compatibility setbacks and associated no build zones. As part of a first phase of redevelopment of a portion of the surface parking lot the applicant will be working with the City of Austin Parks and Recreation department for a dedication of the existing buffer as parkland.

In 1985, the City of Austin City Council approved a resolution releasing the pedestrian easement that is was dedicated by subdivision, case no. C8-83-110.1P/F. Additionally, the proposed pocket park, as part of the proposed parkland dedication, maintains the vegetative buffer originally established via the SF-3 zoning designation. This request terminates restrictions for the entire Property.

Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project. This request terminates restrictions for the entire Property.

Very Truly Yours,



Amanda Swor

cc: Sherri Sirwaitis, Housing and Planning Department (*via electronic delivery*)
Joi Harden, Housing and Planning Department (*via electronic delivery*)
Jerry Rusthoven, Housing and Planning Department (*via electronic delivery*)

Terminate

EXHIBIT D

RESTRICTIVE COVENANT

17.00

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS: 1-71-2122

MAR -1-7925- 6681 * 17.00

WHEREAS, JUDY JOHNSON, TRUSTEE AND INDIVIDUALLY, of Austin, Travis County, Texas, is the owner of the following described properties, to-wit:

3.41 acres of land out of and a part of the John Applegate Survey No. 58, situated in Travis County, Texas, said 3.41-acre tract being more particularly described as being part of that certain 6.82-acre tract that was conveyed to Helen Catherine Gracy and Morris S. Wiginton by deed of record in Volume 2008, Page 432 of the Travis County, Texas Deed Records, said 6.82-acre tract being part of that certain 13.82-acre tract as shown on the Plat of Mockingbird Hill Section One, a subdivision in Travis County, Texas Plat Records, said 3.41-acre tract being more fully described by metes and bounds in attached Exhibit "A", Tract 1;

3.50 acres of land out of and a part of the John Applegate Survey No. 58, situated in Travis County, Texas, said 3.50 acres being more particularly described as being all of that certain 3.50 acre tract that was conveyed to Barbara L. Heierman and husband, J. G. Heierman, by deed of record in Volume 2008 Page 398 of the Travis County, Texas Deed Records, said 3.50 acre Heierman tract also being a portion of that certain 13.82 acre tract as shown on the plat of Mockingbird Hill Section One, a subdivision in Travis County, Texas, found of record in Plat Book 5, Page 159 of the Travis County, Texas Plat Records, said 3.50 acre tract being more particularly described by metes and bounds in attached Exhibit "A", Tract 2; and

3.41 acres of land out of and a part of the John Applegate Survey No. 58, situated in Travis County, Texas, said 3.41 acre tract being more particularly described as being part of that certain 6.82 acre tract that was conveyed to Helen Catherine Gracy and Morris S. Wiginton by deed of record in Volume 2008 Page 432 of the Travis County, Texas Deed Records, said 6.82 acre tract being part of that certain 13.82 acre tract as shown on the plat of Mockingbird Hill Section One, a subdivision in Travis County, Texas, found of record in Plat Book 5 Page 159 of the Travis County, Texas Plat Records, said 3.41 acre tract being more fully described by metes and bounds in attached Exhibit "A", Tract 3.

WHEREAS, GLENN W. CASEY CONSTRUCTION, INC., of Travis County, Texas, is the owner of the following described property, to-wit:

3.50 acres of land out of the John Applegate Survey in Travis County, Texas, same being a portion of that certain tract of land described in Volume 605 at page 556, of the Deed Records of Travis County, Texas, said 3.50 acres of land being more particularly described by metes and bounds in attached Exhibit "A", Tract 4.

1-71-2123
WHEREAS, the City of Austin and Judy Johnson, Trustee, and individually and Glenn W. Casey Construction, Inc. (sometimes hereafter called "Owners") have agreed that the above described properties totaling 13.82 acres (hereafter the "Property") should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, Judy Johnson, Trustee, and Individually and Glenn W. Casey Construction, Inc., for and in consideration of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration in hand to the undersigned paid by the City of Austin, the receipt of which is hereby acknowledged, do hereby agree with respect to the Property, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding on them, their successors and assigns, as follows, to-wit:

1. It is proposed to extend Motheral Drive across the Property to connect between Grady Street to the north of the Property and Applegate Street to the south. The right-of-way width for said Drive is to be sixty (60) feet. Prior to the development of that portion of the Property which lies east of the east boundary of the proposed extension of Motheral Drive, the owners hereby covenant to dedicate to the City of Austin for a public street a right-of-way sixty (60) feet in width across the Property to extend Motheral Drive to connect between Grady Street and Applegate Street, as aforesaid. Said right-of-way shall be thirty (30) feet on each side of a straight line connecting the north end of the centerline of Motheral Drive at its present terminus on the south boundary of the Property, with the south end of the centerline of Motheral at its present terminus on the north boundary of the Property. Provided, however, that development of that portion of the Property which lies west of the west boundary of the proposed extension of Motheral Drive may proceed prior to the aforesaid dedication of street right-of-way.

1-71-2124

2. A strip of land fifteen (15) feet in width shall be left in its natural state with no construction to be placed upon it other than a fence, trees and shrubs as set forth in paragraph 3 below. Said strip of land shall be along and adjoining the property lines of that portion of the Property lying east of the east boundary of the proposed extension of Motheral Drive, as aforesaid, as follows:

Commencing on the Property at that point where its most northerly boundary line joins the east boundary of the proposed extension of Motheral Drive, thence east along the most northerly boundary of the Property approximately 694' to the most easterly boundary of the Property, thence south along the most easterly boundary of the Property to the most southerly boundary of the Property, thence west along the most southerly boundary of the Property, approximately 695' to where it joins the east boundary of the proposed extension of Motheral Drive.

Said strip of land does not and shall not extend beyond the east boundary of the proposed extension of Motheral Drive nor along the east boundary of the proposed extension of Motheral Drive.

3. There shall be erected and thereafter properly maintained a six (6) foot privacy fence along the entire, outer perimeter of the strip of land described in paragraph 2 above. Within said strip of land, there shall be planted and thereafter properly maintained trees and shrubs in sufficient quantities to serve as a buffer for surrounding properties.

4. A strip of land sixty (60) feet in width along the entire length of and adjacent to the 15 foot strip of land described in paragraph 2 above, shall be used only for street or greenbelt purposes.

5. The undersigned agree to seek to have amended the zoning classification on that portion of the Property which lies between the west boundary of the proposed extension of Motheral Drive and the east boundary of North Lamar Boulevard, so as to change it from its present classification of "DL" - Light Industrial to zoning classification "C" - Commercial. The undersigned agree to file an application to so amend the zoning classification within one (1)

1-71-2125

month after the date this instrument is accepted by the City of Austin and thereafter to prosecute the same with reasonable diligence to a conclusion.

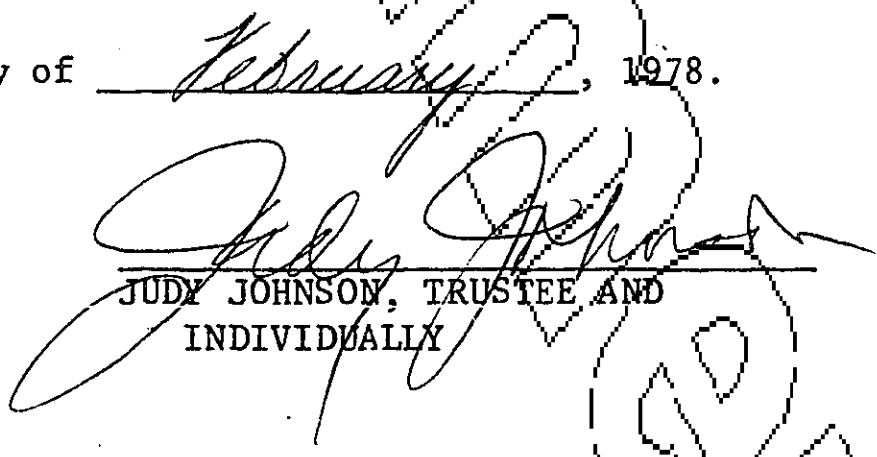
6. If any person, persons, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

7. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment or court order, the same shall in no wise affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.

8. The failure at any time to enforce this agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

9. 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, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owners of the above described property at the time of such modification, amendment or termination.

EXECUTED this 21 day of February, 1978.


JUDY JOHNSON, TRUSTEE AND
INDIVIDUALLY

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

1-71-2126

BEFORE ME, the undersigned authority, on this day personally appeared JUDY JOHNSON, TRUSTEE AND INDIVIDUALLY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of February, 1978.

NOTARY SEAL

C. J. ESPESETH
Notary Public, Travis County, Texas
My Commission Expires July 27, 1979

C. J. Espeeth
Notary Public in and for
Travis County, Texas

EXECUTED this 21 day of February, 1978.

AND SEAL

Glenn W. Casey
GLENN W. CASEY, VICE-PRESIDENT
GLENN W. CASEY CONSTRUCTION, INC.

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared GLENN W. CASEY, VICE-PRESIDENT of GLENN CASEY CONSTRUCTION, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of February, 1978.

NOTARY SEAL

C. J. Espeeth
Notary Public in and for
Travis County, Texas

C. J. ESPESETH
Notary Public, Travis County, Texas
My Commission Expires July 27, 1979

EXHIBIT "A"

Tract 1

1-71-2127

BEGINNING at a steel pin set in the east line of North Lamar Blvd. (Old State Hwy. No. 2) for the northwest corner of this 3.41-acre tract, said point being in the west line of said 6.82-acre tract, same being the west line of said 13.82-acre tract, from which point the northwest corner of said 13.82-acre tract bears N 27° - 00' E 282.00 feet and the northwest corner of said 6.82-acre tract bears N 27° - 00' E 136.61 feet;

THENCE leaving said North Lamar Blvd., crossing said 6.82-acre tract S 60° - 31' E 1049.93 feet to a steel pin set in the west line of Lot 19 Block "H" of the above said subdivision for the northeast corner of this 3.41-acre tract, said point being in the east line of said 6.82-acre tract;

THENCE with the west line of said Block "H" S 26° - 57' W 147.02 feet to an iron pipe found for the southeast corner of this 3.41-acre tract, said point being the southeast corner of said 6.82-acre tract in the west line of Lot 21, Block "H" of the above said subdivision;

THENCE with the south line of said 6.82 acre tract N 59° - 58' W 1050.56 feet to a steel pin found in the east line of said North Lamar Blvd. for the southwest corner of this 3.41 acre tract, said point being the southwest corner of said 6.82 acre tract;

THENCE with the east line of said North Lamar Blvd. N 27° - 00' E 136.61 feet to the place of beginning, containing 3.41 acres of land.

Tract 2

BEGINNING at a concrete monument found in the east line of North Lamar Blvd. (Old State Hwy. No. 2) for the northwest corner of this 3.50-acre tract, said point being the southwest corner of Lot 3, Block "G" of said Mockingbird Hill Section One, said point also being the northwest corner of said 13.82 acre tract and the northwest corner of said 3.50 acre Heierman tract;

THENCE leaving said North Lamar Blvd. and with the south line of said Block "G" and a south line of Block "H" of the above said subdivision S 61° - 05' E 1049.27 feet to a concrete monument found in the south line of Lot 11, Block "H" at the northwest corner of Lot 16, Block "H" for the northeast corner of this 3.50 acre tract, said point also being the northeast corner of said 13.82 acre tract and the northeast corner of said 3.50 acre Heierman tract;

THENCE with a west line of said Block "H" S 26° - 57' W 145.39 feet to an iron pipe found for the southeast corner of this 3.50 acre tract, said point being the southeast corner of said 3.50 acre Heierman tract in the west line of Lot 17, Block "H" of the above said subdivision;

THENCE leaving said west line of said Block "H" and with the south line of said 3.50 acre Heierman tract N 61° - 05' W 1049.4 feet to an iron pipe found in the east line of said North Lamar Blvd. for the southwest corner of this 3.50 acre tract, said point being the southwest corner of said 3.50 acre Heierman tract;

1-71-2128

THENCE with the east line of said North Lamar Blvd. N 27° - 00' E 145.39 feet to the place of beginning, containing 3.50 acres of land.

Tract 3

BEGINNING at an iron pipe found in the east line of North Lamar Blvd. (Old State Hwy. No. 2) for the northwest corner of this 3.41 acre tract, said point being the northwest corner of said 6.82 acre tract, from which point the northwest corner of said 13.82 acre tract bears N 27° - 00' E a distance of 145.39 feet;

THENCE leaving said North Lamar Blvd. and with the north line of said 6.82 acre tract, S 61° - 05' E 1049.4 feet to an iron pipe found in the west line of Lot 17 Block "H" of the above said subdivision for the northeast corner of this 3.41 acre tract, said point being the northeast corner of said 6.82 acre tract in the east line of said 13.82 acre tract;

THENCE with the west line of said Block "H" S 26° - 57' W 147.02 feet to a steel pin for the southeast corner of this 3.41 acre tract;

THENCE with the south line of this survey, crossing said 6.82 acre tract N 60° - 31' W 1049.93 feet to a steel pin set in the east line of said North Lamar Blvd. for the southwest corner of this 3.41 acre tract;

THENCE with the east line of said North Lamar Blvd., same being the west line of said 6.82 acre tract N 27° - 00' E 136.61 feet to the place of beginning, containing 3.41 acres of land.

Tract 4

BEGINNING at a concrete monument found on the east line of Lamar Boulevard, which point of beginning is the southwest corner of this tract and the northwest corner of Lot No. One (1), Block I, Mockingbird Hill, Section One, a subdivision of record in Book 5, at page 159, of the Plat Records of Travis County, Texas;

THENCE with the east line of Lamar Boulevard, N 27° - 00' E 145.34 feet to an iron pin set at the northwest corner of this tract from which point another concrete monument of the east line of Lamar Boulevard bears N 27° - 00' E 418.61 feet;

THENCE S 59° - 58' E 1050.33 feet to an iron pin found on the west line of Lot Twenty-one (21), Block H, Mockingbird Hill, Section One, which point is the northeast corner of this tract;

THENCE with the west line of Lots Twenty-one (21), Twenty-two (22) and Twenty-three (23), Block H, S 26° - 57' W 145.34 feet to a concrete monument found at the southwest corner of Lot Twenty-three (23), same being the southeast corner of this tract;

THENCE with the north line of Blocks H and I, Mockingbird Hill, Section One, N 59° - 58' W 1050.46 feet to the POINT OF BEGINNING.

FILED

MAR 1 8 23 AM 1978

1-71-2129

Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

LAW DEPARTMENT
CITY OF AUSTIN
P.O. BOX 1088
AUSTIN, TEXAS 78767

RECEIVED

STATE OF TEXAS

COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped hereon by me, on

MAR 1 1978



Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

6091

626

Terminate

RESTRICTIVE COVENANT

1-84-4094

C14-77-138

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, JUDY JOHNSON, TRUSTEE AND INDIVIDUALLY, of Austin, Travis County, Texas, is the owner of the following described properties, to-wit:

3.41 acres of land out of and a part of the John Applegate Survey No. 58, situated in Travis County, Texas, said 3.41-acre tract being more particularly described as being part of that certain 6.82-acre tract that was conveyed to Helen Catherine Gracy and Morris S. Wiginton by deed of record in Volume 2008, Page 432 of the Travis County, Texas Deed Records, said 6.82-acre tract being part of that certain 13.82-acre tract as shown on the Plat of Mockingbird Hill Section One, a subdivision in Travis County, Texas Plat Records, said 3.41-acre tract being more fully described by metes and bounds in attached Exhibit "A", Tract 1;

3.50 acres of land out of and a part of the John Applegate Survey No. 58, situated in Travis County, Texas, said 3.50 acres being more particularly described as being all of that certain 3.50 acre tract that was conveyed to Barbara L. Heierman and husband, J. G. Heierman, by deed of record in Volume 2008 Page 398 of the Travis County, Texas Deed Records, said 3.50 acre Heierman tract also being a portion of that certain 13.82 acre tract as shown on the plat of Mockingbird Hill Section One, a subdivision in Travis County, Texas, found of record in Plat Book 5, Page 159 of the Travis County, Texas Plat Records, said 3.50 acre tract being more particularly described by metes and bounds in attached Exhibit "A", Tract 2; and

3.41 acres of land out of and a part of the John Applegate Survey No. 58, situated in Travis County, Texas, said 3.41 acre tract being more particularly described as being part of that certain 6.82 acre tract that was conveyed to Helen Catherine Gracy and Morris S. Wiginton by deed of record in Volume 2008 Page 432 of the Travis County, Texas Deed Records, said 6.82 acre tract being part of that certain 13.82 acre tract as shown on the plat of Mockingbird Hill Section One, a subdivision in Travis County, Texas, found of record in Plat Book 5 Page 159 of the Travis County, Texas Plat Records, said 3.41 acre tract being more fully described by metes and bounds in attached Exhibit "A", Tract 3.

WHEREAS, GLENN W. CASEY CONSTRUCTION, INC., of Travis County, Texas, is the owner of the following described property, to-wit:

3.50 acres of land out of the John Applegate Survey in Travis County, Texas, same being a portion of that certain tract of land described in Volume 605 at page 556, of the Deed Records of Travis County, Texas, said 3.50 acres of land being more particularly described by metes and bounds in attached Exhibit "A", Tract 4.

DEED RECORDS
Travis County, Texas

6288 1131

1-84-4095

WHEREAS, the City of Austin and Judy Johnson, Trustee, and individually and Glenn W. Casey Construction, Inc. (sometimes hereafter called "Owners") have agreed that the above described properties totaling 13.82 acres (hereafter the "Property") should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, Judy Johnson, Trustee, and Individually and Glenn W. Casey Construction, Inc., for and in consideration of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration in hand to the undersigned paid by the City of Austin, the receipt of which is hereby acknowledged, do hereby agree with respect to the Property, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding on them, their successors and assigns, as follows, to-wit:

1. It is proposed to extend Motheral Drive across the Property to connect between Grady Street to the north of the Property and Applegate Street to the south. The right-of-way width for said Drive is to be sixty (60) feet. Prior to the development of that portion of the Property which lies east of the east boundary of the proposed extension of Motheral Drive, the owners hereby covenant to dedicate to the City of Austin for a public street a right-of-way sixty (60) feet in width across the Property to extend Motheral Drive to connect between Grady Street and Applegate Street, as aforesaid. Said right-of-way shall be thirty (30) feet on each side of a straight line connecting the north end of the centerline of Motheral Drive at its present terminus on the south boundary of the Property, with the south end of the centerline of Motheral at its present terminus on the north boundary of the Property. Provided, however, that development of that portion of the Property which lies west of the west boundary of the proposed extension of Motheral Drive may proceed prior to the aforesaid dedication of street right-of-way.

1-84-4096

2. A strip of land fifteen (15) feet in width shall be left in its natural state with no construction to be placed upon it other than a fence, trees and shrubs as set forth in paragraph 3 below. Said strip of land shall be along and adjoining the property lines of that portion of the Property lying east of the east boundary of the proposed extension of Motheral Drive, as aforesaid, as follows:

Commencing on the Property at that point where its most northerly boundary line joins the east boundary of the proposed extension of Motheral Drive, thence east along the most northerly boundary of the Property approximately 694' to the most easterly boundary of the Property, thence south along the most easterly boundary of the Property to the most southerly boundary of the Property, thence west along the most southerly boundary of the Property, approximately 695' to where it joins the east boundary of the proposed extension of Motheral Drive.

Said strip of land does not and shall not extend beyond the east boundary of the proposed extension of Motheral Drive nor along the east boundary of the proposed extension of Motheral Drive.

3. There shall be erected and thereafter properly maintained a six (6) foot privacy fence along the entire, outer perimeter of the strip of land described in paragraph 2 above. Within said strip of land, there shall be planted and thereafter properly maintained trees and shrubs in sufficient quantities to serve as a buffer for surrounding properties.

4. A strip of land sixty (60) feet in width along the entire length of and adjacent to the 15 foot strip of land described in paragraph 2 above, shall be used only for street or greenbelt purposes.

5. The undersigned agree to seek to have amended the zoning classification on that portion of the Property which lies between the west boundary of the proposed extension of Motheral Drive and the east boundary of North Lamar Boulevard, so as to change it from its present classification of "DL" - Light Industrial to zoning classification "C" - Commercial. The undersigned agree to file an application to so amend the zoning classification within one (1)

1-84-4097

month after the date this instrument is accepted by the City of Austin and thereafter to prosecute the same with reasonable diligence to a conclusion.

6. If any person, persons, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

7. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment or court order, the same shall in no wise affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.

8. The failure at any time to enforce this agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

9. 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, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owners of the above described property at the time of such modification, amendment or termination.

EXECUTED this 21 day of February, 1978.


JUDY JOHNSON, TRUSTEE AND
INDIVIDUALLY

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

1-84-4098

BEFORE ME, the undersigned authority, on this day personally appeared JUDY JOHNSON, TRUSTEE AND INDIVIDUALLY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of February, 1978.

C. J. ESPESETH
Notary Public, Travis County, Texas
My Commission Expires July 27, 1979

C. J. Espeeth
Notary Public in and for
Travis County, Texas

EXECUTED this 21 day of February, 1978.

NOTARY SEAL

Glenn W. Casey
GLENN W. CASEY, VICE-PRESIDENT
GLENN W. CASEY CONSTRUCTION, INC.

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared GLENN W. CASEY, VICE-PRESIDENT of GLENN CASEY CONSTRUCTION, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of February, 1978.

NOTARY SEAL

C. J. Espeeth
Notary Public in and for
Travis County, Texas
C. J. ESPESETH
Notary Public, Travis County, Texas
My Commission Expires July 27, 1979

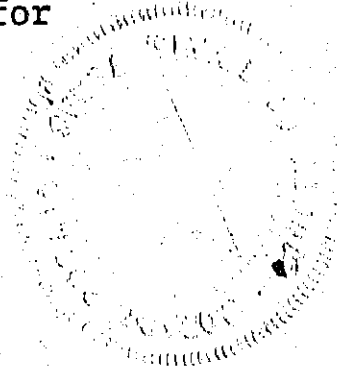


EXHIBIT "A"

1-84-4099

Tract 1

BEGINNING at a steel pin set in the east line of North Lamar Blvd. (Old State Hwy. No. 2) for the northwest corner of this 3.41-acre tract, said point being in the west line of said 6.82-acre tract, same being the west line of said 13.82-acre tract, from which point the northwest corner of said 13.82-acre tract bears N 27° - 00' E 282.00 feet and the northwest corner of said 6.82-acre tract bears N 27° - 00' E 136.61 feet;

THENCE leaving said North Lamar Blvd., crossing said 6.82-acre tract S 60° - 31' E 1049.93 feet to a steel pin set in the west line of Lot 19 Block "H" of the above said subdivision for the northeast corner of this 3.41-acre tract, said point being in the east line of said 6.82-acre tract;

THENCE with the west line of said Block "H" S 26° - 57' W 147.02 feet to an iron pipe found for the southeast corner of this 3.41-acre tract, said point being the southeast corner of said 6.82-acre tract in the west line of Lot 21, Block "H" of the above said subdivision;

THENCE with the south line of said 6.82 acre tract N 59° - 58' W 1050.56 feet to a steel pin found in the east line of said North Lamar Blvd. for the southwest corner of this 3.41 acre tract, said point being the southwest corner of said 6.82 acre tract;

THENCE with the east line of said North Lamar Blvd. N 27° - 00' E 136.61 feet to the place of beginning, containing 3.41 acres of land.

Tract 2

BEGINNING at a concrete monument found in the east line of North Lamar Blvd. (Old State Hwy. No. 2) for the northwest corner of this 3.50-acre tract, said point being the southwest corner of Lot 3, Block "G" of said Mockingbird Hill Section One, said point also being the northwest corner of said 13.82 acre tract and the northwest corner of said 3.50 acre Heierman tract;

THENCE leaving said North Lamar Blvd. and with the south line of said Block "G" and a southline of Block "H" of the above said subdivision S 61° - 05' E 1049.27 feet to a concrete monument found in the south line of Lot 11, Block "H" at the northwest corner of Lot 16, Block "H" for the northeast corner of this 3.50 acre tract, said point also being the northeast corner of said 13.82 acre tract and the northeast corner of said 3.50 acre Heierman tract;

THENCE with a west line of said Block "H" S 26° - 57' W 145.39 feet to an iron pipe found for the southeast corner of this 3.50 acre tract, said point being the southeast corner of said 3.50 acre Heierman tract in the west line of Lot 17, Block "H" of the above said subdivision;

THENCE leaving said west line of said Block "H" and with the south line of said 3.50 acre Heierman tract N 61° - 05' W 1049.4 feet to an iron pipe found in the east line of said North Lamar Blvd. for the southwest corner of this 3.50 acre tract, said point being the southwest corner of said 3.50 acre Heierman tract;

1-84-4100

THENCE with the east line of said North Lamar Blvd. N 27° - 00' E 145.39 feet to the place of beginning, containing 3.50 acres of land.

Tract 3

BEGINNING at an iron pipe found in the east line of North Lamar Blvd. (Old State Hwy. No. 2) for the northwest corner of this 3.41 acre tract, said point being the northwest corner of said 6.82 acre tract, from which point the northwest corner of said 13.82 acre tract bears N 27° - 00' E a distance of 145.39 feet;

THENCE leaving said North Lamar Blvd. and with the north line of said 6.82 acre tract S 61° - 05' E 1049.4 feet to an iron pipe found in the west line of Lot 17 Block "H" of the above said subdivision for the northeast corner of this 3.41 acre tract, said point being the northeast corner of said 6.82 acre tract in the east line of said 13.82 acre tract;

THENCE with the west line of said Block "H" S 26° - 57' W 147.02 feet to a steel pin for the southeast corner of this 3.41 acre tract;

THENCE with the south line of this survey, crossing said 6.82 acre tract N 60° - 31' W 1049.93 feet to a steel pin set in the east line of said North Lamar Blvd. for the southwest corner of this 3.41 acre tract;

THENCE with the east line of said North Lamar Blvd., same being the west line of said 6.82 acre tract N 27° - 00' E 136.61 feet to the place of beginning, containing 3.41 acres of land.

Tract 4

BEGINNING at a concrete monument found on the east line of Lamar Boulevard, which point of beginning is the southwest corner of this tract and the northwest corner of Lot No. One (1), Block I, Mockingbird Hill, Section One, a subdivision of record in Book 5, at page 159, of the Plat Records of Travis County, Texas;

THENCE with the east line of Lamar Boulevard, N 27° - 00' E 145.34 feet to an iron pin set at the northwest corner of this tract from which point another concrete monument of the east line of Lamar Boulevard bears N 27° - 00' E 418.61 feet;

THENCE S 59° - 58' E 1050.33 feet to an iron pin found on the west line of Lot Twenty-one (21), Block H, Mockingbird Hill, Section One, which point is the northeast corner of this tract;

THENCE with the west line of Lots Twenty-one (21), Twenty-two (22) and Twenty-three (23), Block H, S 26° - 57' W 145.34 feet to a concrete monument found at the southwest corner of Lot Twenty-three (23), same being the southeast corner of this tract;

THENCE with the north line of Blocks H and I, Mockingbird Hill, Section One, N 59° - 58' W 1050.46 feet to the POINT OF BEGINNING.

6288 1137

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1138

1-84-4101

FILED

AUG 30 8 24 AM 1978

Doris Shugart
COUNTY CLERK
TRAVIS COUNTY, TEXAS

LAW DEPARTMENT
CITY OF AUSTIN
P.O. BOX 1088
AUSTIN, TEXAS 78767

INDEXED

STATE OF TEXAS

COUNTY OF TRAVIS :

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped hereon by me, on

AUG 30 1978



Doris Shugart
COUNTY CLERK
TRAVIS COUNTY, TEXAS

1-84-4100

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3-10 1312

13

MODIFICATION OF RESTRICTIVE COVENANT

FEB 11-83 1278 * 13.00

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TRAVIS

§

THAT the parties to this Modification of Restrictive Covenant are the City of Austin, acting herein by and through its duly authorized City Manager and J. Kirk Cansler a resident of Austin, Travis County, Texas, referred to herein as "Cansler".

WITNESSETH:

WHEREAS, on or about February 21, 1978, Judy Johnson, Trustee and individually and Glenn W. Casey Construction, Inc. executed that certain instrument entitled "Restrictive Covenant", herein referred to as the "Restrictive Covenant" which impressed upon the following described property (the "Property") certain covenants and restrictions running with the land, to-wit:

3.41 acres of land out of and a part of the John Applegate Survey No. 58, situated in Travis County, Texas, said 3.41-acre tract being more particularly described as being part of that certain 6.82-acre tract that was conveyed to Helen Catherine Gracy and Morris S. Wiginton by deed of record in Volume 2008, Page 432 of the Travis County, Texas Deed Records, said 6.82-acre tract being part of that certain 13.82-acre tract as shown on the Plat of Mockingbird Hill Section One, a subdivision in Travis County, Texas Plat Records, said 3.41-acre tract being more fully described by metes and bounds in attached Exhibit "A", Tract 1;

3.50 acres of land out of and a part of the John Applegate Survey No. 58, situated in Travis County, Texas, said 3.50 acres being more particularly described as being all of that certain 3.50 acre tract that was conveyed to Barbara L. Heierman and husband, J. G. Heierman, by deed of record in Volume 2008 Page 398 of the Travis County, Texas Deed Records, said 3.50 acre Heierman tract also being a portion of that certain 13.82 acre tract as shown on the plat of Mockingbird Hill Section One, a subdivision in Travis County, Texas, found of record in Plat Book 5, Page 159 of the Travis County, Texas Plat Records, said 3.50 acre tract being more particularly described by metes and bounds in attached Exhibit "A", Tract 2; and

3.41 acres of land out of and a part of the John Applegate Survey No. 58, situated in Travis County, Texas, said 3.41 acre tract being more particularly described as being part of that certain 6.82 acre tract that was conveyed to Helen Catherine Gracy and Morris S. Wiginton by deed of record in Volume 2008 Page 432 of the Travis County, Texas Deed Records, said 6.82 acre tract being part of that certain 13.82 acre tract as shown on the plat of Mockingbird Hill Section One, a subdivision in Travis County, Texas, found of record in Plat Book 5 Page 159 of the Travis County, Texas Plat Records, said 3.41 acre tract being more fully described by metes and bounds in attached Exhibit "A", Tract 3.

3.50 acres of land out of the John Applegate Survey in Travis County, Texas, same being a portion of that certain tract of land described in Volume 605 at page 556, of the Deed Records of Travis County, Texas, said 3.50 acres of land being more particularly described by metes and bounds in attached Exhibit "A", Tract 4.

and,

WHEREAS, the Restrictive Covenant is recorded at Volume 6288, page 1131, Deed Records of Travis County, Texas; and

WHEREAS, Paragraph 9 of the Restrictive Covenant provides that it 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, or such other governing body as may succeed the City Council of the City of Austin, and (b) the owners of the Property at the time of such modification, amendment or termination; and

WHEREAS, Cansler is the current owner of the Property and desires to modify the Restrictive Covenant by deleting from it the requirement to extend Motheral Drive across the Property; and

WHEREAS, the proposed Modification was considered by the City Council of the City of Austin on March 11, 1982, in open meeting after due notice as provided by law, and was agreed to by the City Council as reflected by the endorsement of this Modification of Restrictive Covenant by the City Manager of the City of Austin;

NOW THEREFORE, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration in hand paid to Cansler by the City of Austin, the receipt and sufficiency of which is hereby acknowledged, Cansler does hereby agree that the Restrictive Covenant is modified as follows, and such Restrictive Covenant as modified, shall be deemed and considered as a covenant running with the land, for the better development and benefit of the Property, which Modified Restrictive Covenant shall be binding upon Cansler, his heirs, administrators, executors, successors and assigns, to-wit:

1. Paragraph 1 of the Restrictive Covenant requiring Motheral Drive to be extended across the Property is deleted in its entirety and is no longer a restrictive covenant affecting the Property.
2. In lieu of such Paragraph 1 which is deleted, it is agreed that prior to any further development of the Property, the Owner of the Property shall dedicate to the City of Austin a ten (10') foot wide sidewalk, bike way and pedestrian easement across the Property, with the location of such easement and the design of the sidewalks or other pedestrian facilities to be constructed thereon to be determined by the owner of the Property exercising his best efforts in conjunction with the Urban Transportation Department of the City of Austin and the Walnut Creek School P.T.A.

3. In addition to the dedication of the ten-foot (10') wide easement and the construction of the pedestrian facility thereon, the Owner of the Property shall construct and maintain a four foot (4') wide concrete sidewalk in the middle of the ten foot (10') wide easement. The additional three feet (3') of the easement on each side of the four foot (4') wide concrete sidewalk shall be free of any construction or improvements, except for fences, trees, grass and shrubs.

4. If any person, persons, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

5. If any part or provision of this Agreement or covenant herein contained shall be declared invalid by Judgment or Court Order, the same shall in no wise affect any of the other provisions of this Agreement and such remaining portion of this Agreement shall remain in full force and effect.

6. The failure at any time to enforce this Agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

7. 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, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the Owners of the above described Property at the time of such modification, amendment or termination.

8. The terms, restrictions and covenants of the Restrictive Covenant not otherwise amendment or affected by this Modification Restrictive Covenant are hereby ratified and affirmed and shall continue in full force and effect.

3-10 1315

EXECUTED this 21st day of January 1983.

J. Kirk Cansler
J. KIRK CANSLER

for Jorge Carrasco
NICHOLAS M. MEISZER, City
Manager of the City of Austin

NO SEAL

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me of the 21st day of January, 1983 by J. KIRK CANSLER.

NOTARY SEAL

H. Ann Wagner
Notary Public in and for
The State of Texas
H. Ann Wagner
My commission expires 3-26-84

(typed or printed name)
My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me of the 7th day of February, 1983 by Jorge Carrasco, Deputy, City Manager of the City of Austin, on behalf of the City of Austin.

NOTARY SEAL

Teresa C. Ramirez
Notary Public in and for
The State of Texas
Teresa C. Ramirez
(typed or printed name)
My commission expires:
9-28-85

EXHIBIT "A"

3-10 1316

Tract 1

BEGINNING at a steel pin set in the east line of North Lamar Blvd. (Old State Hwy. No. 2) for the northwest corner of this 3.41-acre tract, said point being in the west line of said 6.82-acre tract, same being the west line of said 13.82-acre tract, from which point the northwest corner of said 13.82-acre tract bears N 27° - 00' E 282.00 feet and the northwest corner of said 6.82-acre tract bears N 27° - 00' E 136.61 feet;

THENCE leaving said North Lamar Blvd., crossing said 6.82-acre tract S 60° - 31' E 1049.93 feet to a steel pin set in the west line of Lot 19 Block "H" of the above said subdivision for the northeast corner of this 3.41-acre tract, said point being in the east line of said 6.82-acre tract;

THENCE with the west line of said Block "H" S 26° - 57' W 147.02 feet to an iron pipe found for the southeast corner of this 3.41-acre tract, said point being the southeast corner of said 6.82-acre tract in the west line of Lot 21, Block "H" of the above said subdivision;

THENCE with the south line of said 6.82 acre tract N 59° - 58' W 1050.56 feet to a steel pin found in the east line of said North Lamar Blvd. for the southwest corner of this 3.41 acre tract, said point being the southwest corner of said 6.82 acre tract;

THENCE with the east line of said North Lamar Blvd. N 27° - 00' E 136.61 feet to the place of beginning, containing 3.41 acres of land.

Tract 2

BEGINNING at a concrete monument found in the east line of North Lamar Blvd. (Old State Hwy. No. 2) for the northwest corner of this 3.50-acre tract, said point being the southwest corner of Lot 3, Block "G" of said Mockingbird Hill Section One, said point also being the northwest corner of said 13.82 acre tract and the northwest corner of said 3.50 acre Heierman tract;

THENCE leaving said North Lamar Blvd. and with the south line of said Block "G" and a south line of Block "H" of the above said subdivision S 61° - 05' E 1049.27 feet to a concrete monument found in the south line of Lot 11, Block "H" at the northwest corner of Lot 16, Block "H" for the northeast corner of this 3.50 acre tract, said point also being the northeast corner of said 13.82 acre tract and the northeast corner of said 3.50 acre Heierman tract;

THENCE with a west line of said Block "H" S 26° - 57' W 145.39 feet to an iron pipe found for the southeast corner of this 3.50 acre tract, said point being the southeast corner of said 3.50 acre Heierman tract in the west line of Lot 17, Block "H" of the above said subdivision;

THENCE leaving said west line of said Block "H" and with the south line of said 3.50 acre Heierman tract N 61° - 05' W 1049.4 feet to an iron pipe found in the east line of said North Lamar Blvd. for the southwest corner of this 3.50 acre tract, said point being the southwest corner of said 3.50 acre Heierman tract;

3-10 1317

THENCE with the east line of said North Lamar Blvd. N 27° - 00' E 145.39 feet to the place of beginning, containing 3.50 acres of land.

Tract 3

BEGINNING at an iron pipe found in the east line of North Lamar Blvd. (Old State Hwy. No. 2) for the northwest corner of this 3.41 acre tract, said point being the northwest corner of said 6.82 acre tract, from which point the northwest corner of said 13.82 acre tract bears N 27° - 00' E a distance of 145.39 feet;

THENCE leaving said North Lamar Blvd. and with the north line of said 6.82 acre tract S 61° - 05' E 1049.4 feet to an iron pipe found in the west line of Lot 17 Block "H" of the above said subdivision for the northeast corner of this 3.41 acre tract, said point being the northeast corner of said 6.82 acre tract in the east line of said 13.82 acre tract;

THENCE with the west line of said Block "H" S 26° - 57' W 147.02 feet to a steel pin for the southeast corner of this 3.41 acre tract;

THENCE with the south line of this survey, crossing said 6.82 acre tract N 60° - 31' W 1049.93 feet to a steel pin set in the east line of said North Lamar Blvd. for the southwest corner of this 3.41 acre tract;

THENCE with the east line of said North Lamar Blvd., same being the west line of said 6.82 acre tract N 27° - 00' E 136.61 feet to the place of beginning, containing 3.41 acres of land.

Tract 4

BEGINNING at a concrete monument found on the east line of Lamar Boulevard, which point of beginning is the southwest corner of this tract and the northwest corner of Lot No. One (1), Block I, Mockingbird Hill, Section One, a subdivision of record in Book 5, at page 159, of the Plat Records of Travis County, Texas;

THENCE with the east line of Lamar Boulevard, N 27° - 00' E 145.34 feet to an iron pin set at the northwest corner of this tract from which point another concrete monument of the east line of Lamar Boulevard bears N 27° - 00' E 418.61 feet;

THENCE S 59° - 58' E 1050.33 feet to an iron pin found on the west line of Lot Twenty-one (21), Block H, Mockingbird Hill, Section One, which point is the northeast corner of this tract;

THENCE with the west line of Lots Twenty-one (21), Twenty-two (22) and Twenty-three (23), Block H, S 26° - 57' W 145.34 feet to a concrete monument found at the southwest corner of Lot Twenty-three (23), same being the southeast corner of this tract;

THENCE with the north line of Blocks H and I, Mockingbird Hill, Section One, N 59° - 58' W 1050.46 feet to the POINT OF BEGINNING.

ORIGINAL DIM

7991 643

Mr. J. Kirk Cansler
3800 Greystone Drive
Austin, Texas 78731

Re: Revision to Restrictive Covenant
Zoning Case C14-77-138 Location of
Pedestrian Easement

Dear Mr. Cansler:

This letter is signed and delivered on behalf of the Walnut Creek School Parent Teacher Association to evidence our consent and agreement to the location of the Pedestrian Easement across your property located at 10511-10621 North Lamar Boulevard, Austin, Texas, as shown on the map attached hereto as Exhibit "A". It is understood that the City Council of Austin approved the dedication of this Pedestrian Easement at a hearing held on March 11, 1982, and the dedication of the Easement and the construction of the four-foot wide concrete sidewalk within the Easement has replaced the previous requirement that Motheral Street be extended across the property. It is understood that Motheral Street will deadend at the boundaries of your property and will not extend across your property.

Sincerely yours,

WALNUT CREEK SCHOOL PARENT
TEACHER ASSOCIATION

By: Mary C. Beniss
Vice President
Walnut Creek P.T.A.

Mr. J. Kirk Cansler
3800 Greystone Drive
Austin, Texas 78731

Re: Revision to Restrictive Covenant
Zoning Case C14-77-138; Location of
Pedestrian Easement

Dear Mr. Cansler:

This letter is signed and delivered on behalf of the Urban Transportation Department of the City of Austin to evidence our consent and agreement to the location of the Pedestrian Easement across your property located at 10511-10621 North Lamar Boulevard, Austin, Texas, as shown on the map attached hereto as Exhibit "A". It is understood that the City Council of Austin approved the dedication of this Pedestrian Easement at a hearing held on March 11, 1982, and the dedication of the Easement and the construction of the four-foot wide concrete sidewalk within the Easement has replaced the previous requirement that Motheral Street be extended across the property. It is understood that Motheral Street will deadend at the boundaries of your property and will not extend across your property.

Sincerely yours,

URBAN TRANSPORTATION DEPARTMENT
OF THE CITY OF AUSTIN

By: Pat Gregory

CLARK, THOMAS, WINTERS & SHAPIRO

1200 TEXAS COMMERCE BANK BUILDING

POST OFFICE BOX 1148

AUSTIN, TEXAS 78767

(512) 472-8800

March 3, 1983

Mr. Kirk Cansler
Suite 18G
7718 Woodhollow
Austin, Texas 78731

Re: Modification of Restrictive Covenant

Dear Kirk:

Enclosed for your file is the recorded Modification of Restrictive Covenant covering the property on North Lamar Boulevard, together with the two original letters from the City of Austin and Walnut Creek School PTA consenting to the relocation of the pedestrian easement.

Please call me if you have any questions.

Sincerely yours,



Daniel W. Nelson

DWN:cb

cc: Mr. James. M. Nias (w/enclosures)

STATE OF TEXAS †
COUNTY OF TRAVIS †

KNOW ALL MEN BY THESE PRESENTS: That J. Kirk Cansler, as owner of 13.843 acres out of the John Applegate Survey No. 58, Abstract No. 29 in Travis County, Texas, said land being conveyed to him by deed as follows:

3.5 acres out of 3.5 acres recorded in Volume 7457, Page 312 of the Deed Records of Travis County, Texas;

10.334 acres out of 10.334 acres recorded in Volume 7460, Page 589 of the Deed Records of Travis County, Texas;

does hereby subdivide all 13.843 acres of land in accordance with the attached map or plat to be known as LORDSTONE and does dedicate to the public the easements shown hereon.

WITNESS MY HAND, this the 15th day of OCTOBER, 1984, A.D.

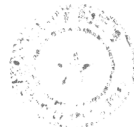
J. Kirk Cansler
J. Kirk Cansler

LORDSTONE

STATE OF TEXAS †
COUNTY OF TRAVIS †

Before me, the undersigned authority, on this day personally appeared J. Kirk Cansler, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of October, 1984, A.D.



Sandra Johnson
Notary Public in and for Travis County, Texas

Sandra Johnson
Print or Type Notary's Name

5-7-85

My Commission Expires

APPROVED FOR ACCEPTANCE

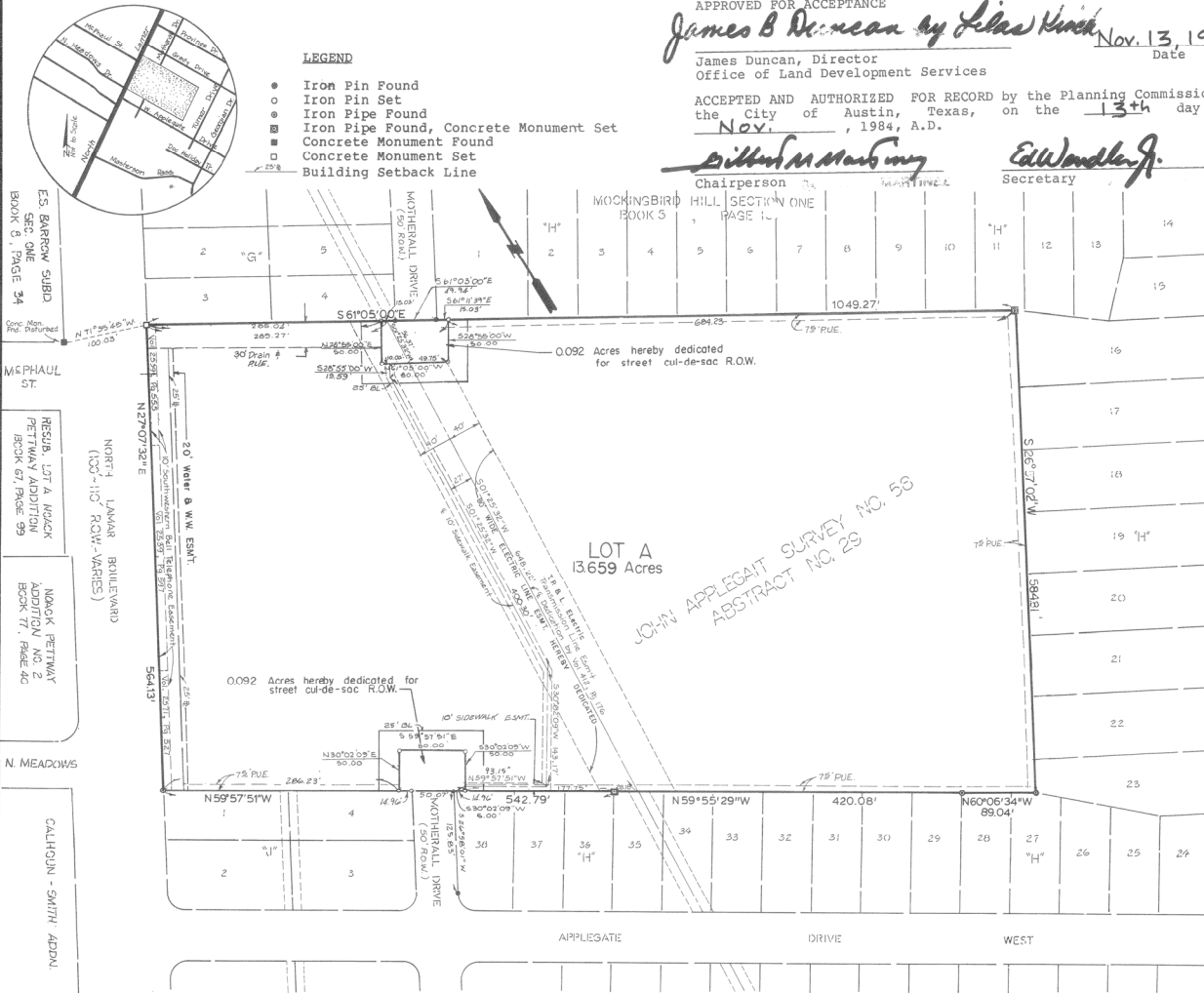
James B. Duncan
James B. Duncan, Director
Office of Land Development Services
Nov. 13, 1984

James B. Duncan, Director
Office of Land Development Services

ACCEPTED AND AUTHORIZED FOR RECORD by the Planning Commission of the City of Austin, Texas, on the 13th day of Nov., 1984, A.D.

William M. Manning
Chairperson

Ed Wadland
Secretary



FILED FOR RECORD at 10:35 o'clock, A.M., this the 13th day of Dec., A.D., 1984. 84-23893

K. Terrell
Deputy
K. TERRELL

Doris Shropshire
Doris Shropshire, Clerk, County Court, Travis County, Texas

STATE OF TEXAS:
COUNTY OF TRAVIS:

84 25545

I, Doris Shropshire, Clerk of the County Court, within and for the county and state aforesaid, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 13th day of Dec., A.D. 1984, at 10:35 o'clock, A.M., and duly recorded on the 13th day of Dec., A.D. 1984, at 10:40 o'clock, A.M. in the Plat Records of said County, in Book 85, Page 579.

WITNESS MY HAND AND SEAL of the Court of said County the date last written above.

K. Terrell
Deputy
K. TERRELL

Doris Shropshire
Doris Shropshire, Clerk, County Court, Travis County, Texas

SIDEWALK NOTE:
A ten (10) foot wide sidewalk, bike way, and pedestrian easement is hereby granted through the interior of the subject tract connecting the ends of Motherall Drive and the north and south edge of the tract. Sidewalks shall be located on the subdivision side of North Lamar Blvd. and through the interior of the subdivision within the sidewalk easement shown hereon. Such sidewalks shall be completed prior to acceptance of any Type I and Type II driveway approach and/or certificate of occupancy.

DRAINAGE NOTE
Prior to construction on the lot in this subdivision, drainage plans will be submitted to the City of Austin Engineering Department for approval. Rainfall runoff shall be held to the amount existing at undeveloped status by use of ponding or other approved methods. A Waterway Development Permit will be required for construction and/or site alteration.

FLOOD PLAIN NOTE
The 100 year flood plain is contained within the drainage easements as shown on the plat.

OCCUPANCY NOTE
No structure on this lot shall be occupied until connected to a public water and sewer system.

DRAINAGE CALCULATIONS BY
JERYL HART ENGINEERS, INC.

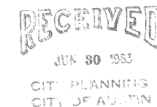
Henry R. Richardson, Jr.
Henry R. Richardson, Jr., RPE #31460
Date 8/24/83



SURVEYING CALCULATIONS BY
JERYL HART ENGINEERS, INC.

I, Kurtis R. Webb, am authorized under the laws of the State of Texas to practice the profession of Surveying, and I hereby certify that this plat complies with Chapter 13.3 of the Austin City Code, and was prepared from a survey made on the ground under my supervision.

Kurtis R. Webb
Kurtis R. Webb, R.P.S. #4125
Date 8/24/83



RESTRICTIVE COVENANT IS CONTAINED IN VOLUME 7991, PAGE 638 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

ZONING FILE NO C14-77-138

FILE NO. CB-83-110.1 P/E DATE 12/29/83

Jeryl Hart Engineers, Inc.
CONSULTING ENGINEERS
AUSTIN, TEXAS

Project No. 81-071
Date: June 30, 1983
Scale: 1"=100'

Sheet
1
of
1