

**TERMINATION OF RESTRICTIVE COVENANT**  
**ZONING CASE: C14-77-138(RCT)**

OWNER: HREOP I - Lamar SPE, LLC, a Delaware limited liability company  
1643 E. 2nd Street, Austin, Texas, 78702

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, the City of Austin, Judy Johnson, Trustee, and individually, and Glenn W. Casey Construction, Inc. entered into that certain restrictive covenant, consisting of LOT A, LORDSTONE SUBDIVISION, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof as recorded in Volume 85, Page 57D, Plat Records of Travis County, Texas, (the "Property") and generally identified in the map attached as **Exhibit "A"**; and,

WHEREAS, the Property is more particularly described in the Restrictive Covenant dated February 21, 1978 and recorded in the Deed Records of Travis County, Texas, on March 1, 1978, in Volume 6091, Page 619, and recorded again in the Deed Records of Travis County, Texas, on August 30, 1978, in Volume 6288, Page 1131 (the "Restrictive Covenant"), as part of City of Austin Zoning Case No. C14-77-138; and,

WHEREAS, the Restrictive Covenant was amended by that certain Modification of Restrictive Covenant dated January 21, 1983 and recorded in the Deed Records of Travis County, Texas, on February 11, 1983 in Volume 7991, Page 638, the Modification of Restrictive Covenant and the Restrictive Covenant, being referred to herein collectively as, the Restrictive Covenant; 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) a majority of the members of 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, HREOP I - Lamar SPE, LLC, a Delaware limited liability company, the sole owner of the Property (the "Owner"), 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 of Restrictive Covenant. 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. C14-77-138(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 documents of record in Volume 6091, Page 619, Deed Records of Travis County, Texas, Volume 6288, Page 1131, Deed Records of Travis County, Texas, and Volume 7991, Page 638, Deed Records of Travis County, Texas.

*(Remainder of page intentionally left blank)*

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**OWNER:**

HREOP I - Lamar SPE, LLC,  
a Delaware limited liability company

By: HRC Asset Services, LLC  
a Delaware limited liability company,  
its manager

By: \_\_\_\_\_  
Jon Mendis, Manager

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned notary, on this day personally appeared Jon Mendis, as Manager of HRC Asset Services, LLC, a Delaware limited liability company, the manager of HREOP I - Lamar SPE, LLC, a Delaware limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_, 2023.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**CITY OF AUSTIN:**

By: \_\_\_\_\_  
Veronica Briseño,  
Assistant City Manager  
City of Austin

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned notary, on this day personally appeared Veronica Briseño, as Assistant City Manager of City of Austin, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_ \_\_\_\_, 2023.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
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: H. Bonds, Paralegal



**Created: 11/16/2022**