

TERMINATION OF RESTRICTIVE COVENANT
ZONING CASE: C14-2025-0098(RCT)

OWNER: 1214 West 6th, LP, a Texas limited partnership
1221 South Mopac Expressway, Suite 200, Austin, Texas, 78746

CITY: The City of Austin, a home-rule city, municipal corporation and political subdivision of the State of Texas, in Hays, Travis, and Williamson 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 and Charles E. Marsh entered into that certain restrictive covenant dated May 15, 1984 and recorded in Volume in 8596, Page 366, of the Official Public Records of Travis County, Texas (the "Restrictive Covenant"), which burdened the following described property generally depicted for reference on the map attached hereto as **Exhibit "A"**:

Lots 3 and 4, Taylor-Smith Subdivision of the West 1/2 of Lot 1, in Outlot 3, Division Z, in the City of Austin, Travis County, Texas, according to the plat recorded in Volume 2, Page 210, of the Plat Records of Travis County, Texas (the "Property),

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) a majority of the owners of the Property at the time of such modification, amendment, or termination; and,

WHEREAS, 1214 West 6th, LP, a Texas limited partnership, 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;

(Remainder of page intentionally left blank)

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. C14-2025-0098(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 Restrictive Covenant recorded in Document No. Volume 8596, Page 366, of the Official Public Records of Travis County, Texas.

(Remainder of page intentionally left blank)

EXECUTED this the _____ day of _____, 2025.

OWNER:

1214 West 6th, LP,
a Texas limited partnership

By: 1214 West 6th GP, LP,
a Texas limited partnership
its General Partner

By: 1214 West 6th Master GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: Jeremy L. Smitheal
Title: Manager

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared Jeremy L. Smitheal, as Manager of 1214 West 6th Master GP, LLC, a Texas limited liability company, the General Partner of 1214 West 6th GP, LP, a Texas limited partnership, the General Partner of 1214 West 6th, LP, a Texas limited partnership, on behalf of said entity, 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 _____, 2025.

[Seal]

Notary Public, State of _____

CITY OF AUSTIN:

By: _____
Dr. Eric Anthony Johnson
Assistant City Manager
City of Austin

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared Dr. Eric Anthony Johnson, 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 _____, 2025.

[Seal]

Notary Public, State of _____

APPROVED AS TO FORM:

By: _____

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

