

TERMINATION OF RESTRICTIVE COVENANT
ZONING CASE: C14-81-037(RCT)

OWNER: Otsuka ICU Medical LLC, a Delaware limited liability company, formerly known as ICU Medical Pearl LLC, a Delaware limited liability company

OWNER ADDRESS: 951 Calle Amanecer
San Clemente, CA, 92673

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 and Abbott Laboratories, an Illinois corporation entered into that certain restrictive covenant regarding a 206.30 acre tract of land generally identified in the map attached as **Exhibit "A"** (the "Property"); and,

WHEREAS, the Property is more particularly described in the Restrictive Covenant dated April 7, 1981 and recorded in the Deed Records of Travis County, Texas, on May 21, 1981, in Volume 7430, Page 513, as amended by that certain Amendment of Restrictive Covenant recorded in Volume 10872, Page 226, in the Official Public Records of Travis County, Texas (the "Restrictive Covenant"), as part of City of Austin Zoning Case No. C14-81-037; 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, Otsuka ICU Medical LLC, a Delaware limited liability company, formerly known as ICU Medical Pearl 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;

(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 City Manager's designee, shall execute, on behalf of the City, this Termination of Restrictive Covenant for Zoning Case No. C14-81-037(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 7430, Page 513, of the Deed Records of Travis County, Texas, as amended by that certain Amendment of Restrictive Covenant recorded in Volume 10872, Page 226, in the Official Public Records of Travis County, Texas.

(Remainder of page intentionally left blank)

EXECUTED this the _____ day of _____, 2026.

OWNER:

Otsuka ICU Medical LLC,
a Delaware limited liability company,
formerly known as ICU Medical Pearl LLC, a
Delaware limited liability company

By: _____

Name: Nicole Nguyen

Title: Chief Financial Officer

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Nicole Nguyen, Chief Financial Officer of Otsuka ICU Medical LLC, a Delaware limited liability company, formerly known as ICU Medical Pearl LLC, a Delaware limited liability company, 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 _____, 2026.

[Seal]

Notary Public, State of Texas

CITY OF AUSTIN:

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

STATE OF TEXAS §
COUNTY OF TRAVIS §

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 ____ ____, 2026.

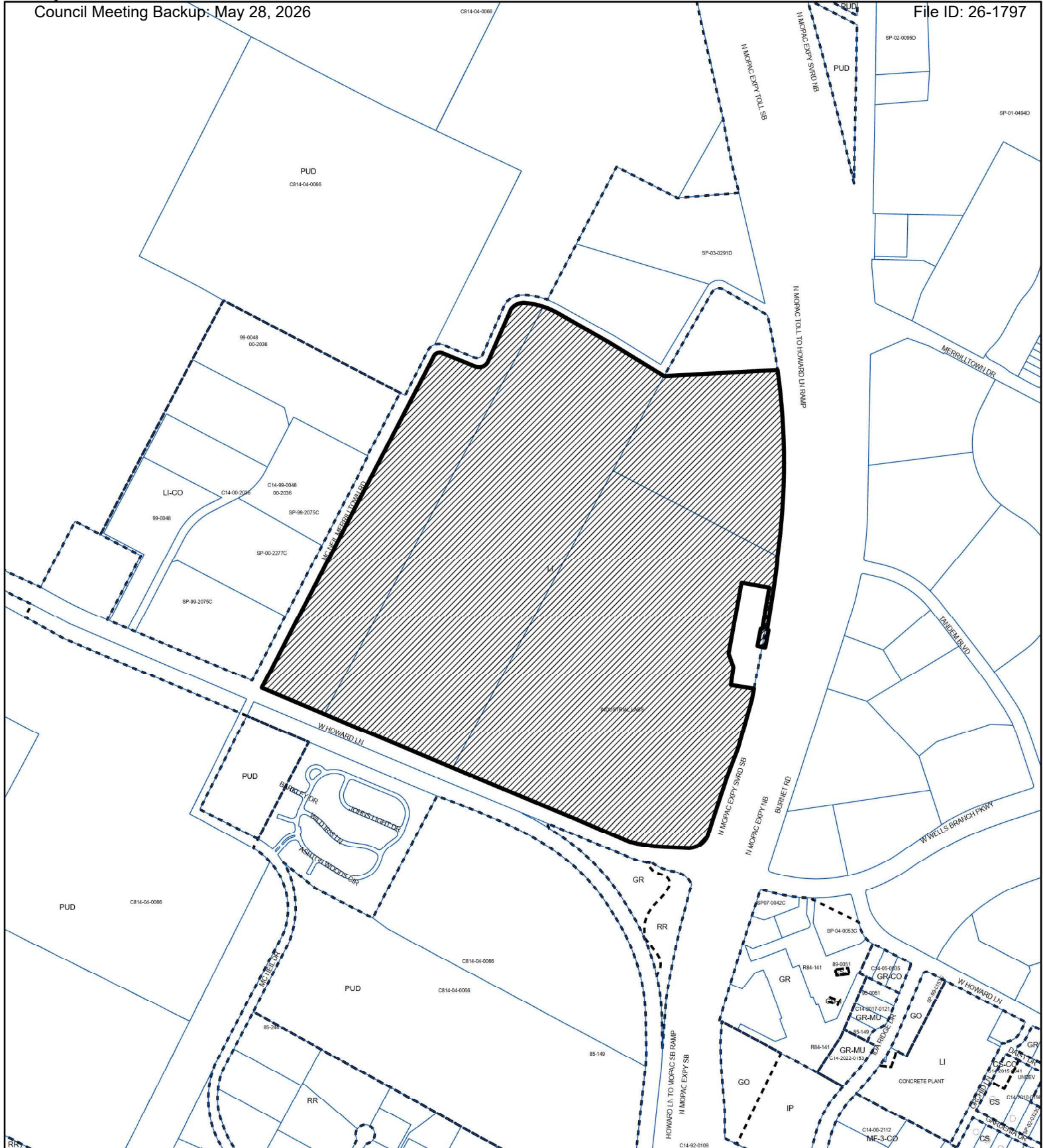
[Seal]

Notary Public, State of Texas

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: Haley Bonds

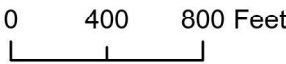


Restrictive Covenant Termination

ZONING CASE#: C14-81-037(RCT)
EXHIBIT "A"



 SUBJECT TRACT
 PENDING CASE
 ZONING BOUNDARY



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 Austin Planning for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

