

NOTES:

Article XI, Section B of the Consent Agreement, as amended, is hereby amended to read the following:

- *** Permitted uses include: public schools or single family residential A, AA, and SR.

See Zoning Conversion Table on this sheet for zoning classification districts

GENERAL NOTES: NOTE: #2 does not apply to the "SASA Tract" or the "AWI C Tract"

1. Street locations represent approximate alignment.
2. Residential density may be transferred between tracts provided that the density on any tract shall not exceed the maximum unit/acre:

A. Single family residential	10 units/acre maximum
B. Duplex	14 units/acre maximum
C. Multi-family	50 units/acre maximum
3. Single family uses shall be buffered internally through the transition of density to areas adjacent to lymphoblasts and more intense land uses.

Article XI, Section B of the Consent Agreement, as amended, is hereby amended to read the following:

"B. Milwood, its successors and assigns, shall develop and maintain the land in the District as a "Pine" Forest, in accordance with the Austin White Line Company, in accordance with the land plan, attached to and incorporated into this document as Exhibit "A", including all notations thereon, and shall comply with all applicable laws, rules, regulations and requirements set forth in Exhibit "A". The City, District and Milwood hereby consent to the Second Amended Land Use Plan, attached as Exhibit "B", and the City, District and Milwood hereby agree to be bound from time to time by the concurrence of a majority of the members of the City Council of the City, Milwood, its successors and assigns, and Austin White Line Company, its successors and assigns, as provided herein. The SASSA Trust shall be developed in accordance with the Second Amended Land Use Plan, attached as Exhibit "B". The City, District and Milwood hereby consent to the Third Amended Land Use Plan, attached hereto as Exhibit "C", with all notations thereon, as the same shall be amended from time to time by the concurrence of a majority of the members of the City Council of the City, Milwood, its successors and assigns, and Austin White Line Company, its successors and assigns, as provided herein. The City, District and Milwood hereby agree to be bound in accordance with the Third Amended Land Use Plan and all notations thereon. The Conceptual Plan, the Second Amended Land Use Plan and the Third Amended Land Use Plan, attached hereto as Exhibits "A", "B" and "C", shall be recorded in the land in the District shall be plotted in accordance with the Conceptual Plan, the Second Amended Land Use Plan and the Third Amended Land Use Plan, attached hereto as Exhibits "A", "B" and "C", and the development of each land. The City's Director of Planning shall determine whether a plot is in substantial compliance with the Conceptual Plan, the Second Amended Land Use Plan and the Third Amended Land Use Plan, as applicable. Any person approved by the decision of the Director of Planning may appeal such determination by filing a written appeal with the City of Austin, Texas, within 30 days of the date of the decision. The City Council of the City of Austin shall hold a public hearing a render a decision either affirming or reversing such

Article XI, Section C of the Consent Agreement, as amended, is hereby amended by adding the following language at the end of the present text:

"C. The City acknowledges that the overall water and wastewater capacity demand for the AWLC Tract, as expressed in living unit equivalents ("LUEs"), to fully develop the AWLC Tract in accordance with the Third Amended Land Use Plan is Nine Hundred and Fifty (950) LUEs of water and Nine Hundred and Fifty (950) LUEs of wastewater, based upon the City criteria for calculating LUEs.

It is hereby acknowledged and agreed between the City, Austin Water Limited Partnership, the District and Lifecon that the LEAs required by Austin Water Limited Partnership to fully develop the AMLWC Tract consistent with the Third Amended Land Use Plan shall be allocated to the AMLWC Tract by Milwood for the purpose of the future development of the AMLWC Tract. The City has agreed to be the "owner" and the "owner of record" of the entire District. Nothing in this document may be relied upon to imply or argue that the City is consenting to the Third Amended Land Use Plan, the City has increased its commitment to the City and the District to develop the AMLWC Tract for development of the balance of the acreage within the District. Any future amendments of the Third Amended Land Use Plan, if consented to by the City, will be subject to regulation of water and wastewater.

Article XI, Section D of the Consent Agreement, as amended, is hereby amended by adding the following language to the end of the present text:

"D. — Austin White Lime Company, its successors and assigns, agree to supply the City, as each subdivision plat is submitted for approval, with density and LUE analyses of all preliminary and final plats for the purpose of monitoring and compliance with the density and LUE limits reflected on the Third Amended Land Use Plan, as set out in this Consent Agreement. Any increases in the overall gross density of development of the number of LUEs allocated for the development may only be made with the concurrence of the majority of the members of the City Council of the City, their successors and assigns.

The District hereby agrees to place the provisions of Article XI, Paragraphs B, C and D of this Fifth Amended Consent Agreement, on the face of all revised land plans applicable to the District in addition to any other language otherwise required to be placed on the face of revised land plans by the Consent Agreement, so that each approved land plan contains a reference to the HIF allocation as set out in Article XI.

14. Austin White Lime Company, its successors and assigns, covenant and agree that, contemporaneously with the recording of a final plat for any portion of the AWC Tract, the following restrictive covenants, numbered one (1) through three (3), shall be placed of record on the Real Property Records of Williamson County, Texas, in a form approved by the City Attorney, which covenants and restrictions shall run with the property and be binding upon Austin White Lime Company and its

1. The land uses approved on the Third Amended Land Use Plan applicable only to the AWLC Tract include only the range of uses permitted in the "GR" use district as described in Section 13-2-221 of the Austin City Land Development Code, as of August 1990, provided that liquor sales will be permitted inside the proposed hotel only.

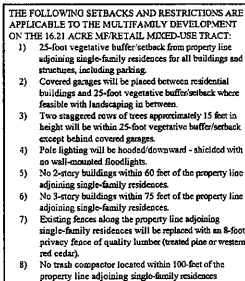
PROPOSED 117

- 1a. The land
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Section 23
of March

2. The land uses not be cumulative.

3. Austin White L. one hundred t uses authorize residential trans foot building a roadway right-

2. Austin White
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Amended Land Use
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AMLC Tract, exclus
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- ▲ Liquor sales (a CS-1 use) is permitted in hotels.
- * See also Exhibit D-2 of the Second Amendment to the Agreement Concerning Creation and Operation of the North Austin MUD No.1.
- ⦚ GO Uses:
Impervious cover: 60% Max
Building Height: 40 Ft. Max
- ★ This tract was final platted and recorded as a 16.0 acre tract in error in 1984. For complete discussion of this error and its correction, please see File dated August 14, 1986.

Land Use	Acreage	Average Density	Maximum Units
Single-family	511.32	7 units/acre	3580
Duplex	21.0	10 units/acre	210
Multi-family	67.11	26.3 units/acre	1675
Mixed-use (MF/Retail)	21.11	26.3 units/acre	555
Industrial	55.7		
Retail/Commercial	26.54		
Garden Office/Office Warehouse	23.8		
Office	46.5		
Schools	11.0		
Open Space	65.63		
Right-of-way	59.8		
Community Services	3.0		
GR Uses	67.95		
Office/Multi-family	11.50		302
Total	991.94		6322