

TEXAS, AND A PORTION OF SASSMAN ROAD (RIGHT-OF-WAY WIDTH VARIES); SAID 339.352 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap found in the west right-of-way line of F.M. 1625 (80' right-of-way width), for the southeast corner of said 167.748 acre tract, same being in the north right-of-way line of Sassman Road;

THENCE South 27°11'52" West, crossing Sassman Road with the west right-of-way line of F.M. 1625, a distance of 70.00 feet to a 1/2" rebar found in the south right-of-way line of Sassman Road, for the northeast corner of said 98.656 acre tract;

THENCE continuing with the west right-of-way line of F.M. 1625, same being the east line of said 98.656 acre tract, the following two (2) courses and distances:

1. South 27°11'52" West, a distance of 2856.46 feet to a concrete highway monument found 40 feet right of engineers' centerline station 115+77;
2. South 27°04'38" West, a distance of 352.96 feet to a calculated point;

THENCE crossing said 98.656 acre tract, said 60.921 acre tract, said 51.942 acre tract, said 55.222 acre tract, said 25.119 acre tract, said 7.602 acre tract, said 23.694 acre tract, Sassman Road, said Lot A, said 42.558 acre tract, and said 167.748 acre tract, the following fifteen (15) courses and distances:

1. North 62°55'22" West, a distance of 149.13 feet to a calculated point;
2. With a curve to the right, having a radius of 1800.01 feet, a delta angle of 68°24'29", an arc length of 2149.12 feet, and a chord which bears North 28°43'07" West, a distance of 2023.72 feet to a calculated point;
3. North 05°29'07" East, a distance of 423.15 feet to a calculated point;
4. With a curve to the left, having a radius of 1000.01 feet, a delta angle of 40°36'48", an arc length of 708.84 feet, and a chord which bears North 14°49'17" West, a distance of 694.09 feet to a calculated point;
5. North 35°07'41" West, a distance of 344.76 feet to a calculated point;
6. North 54°52'19" East, a distance of 25.40 feet to a calculated point;
7. With a curve to the left, having a radius of 500.00 feet, a delta angle of 96°25'47", an arc length of 841.51 feet, and a chord which bears North 06°39'26" East, a distance of 745.65 feet to a calculated point;
8. North 41°33'28" West, a distance of 274.95 feet to a calculated point;

9. With a curve to the right, having a radius of 580.00 feet, a delta angle of $69^{\circ}45'07''$, an arc length of 706.10 feet, and a chord which bears North $06^{\circ}40'54''$ West, a distance of 663.29 feet to a calculated point;
10. North $28^{\circ}11'39''$ East, a distance of 1597.96 feet to a calculated point;
11. South $61^{\circ}48'21''$ East, a distance of 1135.34 feet to a calculated point;
12. With a curve to the left, having a radius of 1399.96 feet, a delta angle of $31^{\circ}17'38''$, an arc length of 764.63 feet, and a chord which bears South $77^{\circ}27'10''$ East, a distance of 755.16 feet to a calculated point;
13. North $86^{\circ}54'01''$ East, a distance of 948.14 feet to a calculated point;
14. With a curve to the right, having a radius of 1399.96 feet, a delta angle of $30^{\circ}17'26''$, an arc length of 740.12 feet, and a chord which bears South $77^{\circ}57'16''$ East, a distance of 731.53 feet to a calculated point;
15. South $62^{\circ}48'33''$ East, a distance of 209.85 feet to a calculated point in the west right-of-way line of F.M. 1625, same being the east line of said 167.748 acre tract;

THENCE with the west right-of-way line of F.M. 1625, same being the east line of said 167.748 acre tract, the following two (2) courses and distances:

1. South $27^{\circ}05'45''$ West, a distance of 973.90 feet to a concrete highway monument found 40 feet right of engineers' centerline station 68+93.3;
2. South $27^{\circ}19'52''$ West, a distance of 601.74 feet to a $1/2''$ rebar with Chaparral cap found for the northeast corner of a 2.99 acre tract described in a deed to Thomas Edward McHenry and wife, Angela Jane McHenry, recorded in Document No. 2005117402 of the Official Public Records of Travis County, Texas;

THENCE continuing with the east line of said 167.748 acre tract, the following three (3) courses and distances:

1. North $62^{\circ}14'19''$ West, with the north line of said 2.99 acre tract, a distance of 361.02 feet to a $1/2''$ rebar found for the northwest corner of said 2.99 acre tract;
2. South $27^{\circ}25'52''$ West, with the west line of said 2.99 acre tract, a distance of 360.78 feet to a $1/2''$ rebar found for the southwest corner of said 2.99 acre tract;

3. South 62°14'19" East, with the south line of said 2.99 acre tract, a distance of 361.65 feet to a 1/2" rebar with Chaparral cap found in the west right-of-way line of F.M. 1625, for the southeast corner of said 2.99 acre tract;

THENCE with the west right-of-way line of F.M. 1625, same being the east line of said 167.748 acre tract, the following two (2) courses and distances:

1. South 27°19'52" West, a distance of 361.72 feet to a 1/2" rebar with Chaparral cap found 40 feet right of engineers' centerline station 82+17.1;
2. South 27°11'52" West, a distance of 434.71 feet to the **POINT OF BEGINNING**, containing 339.352 acres of land, more or less.

SAVE AND EXCEPT 2.495 ACRES:

BEING ALL OF LOT 1, J. P. COTMAN ADDITION, A SUBDIVISION OF RECORD IN VOLUME 79, PAGE 60 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO JUAN YESCAS AND MARIA R. YESCAS IN A WARRANTY DEED, DATED DECEMBER 30, 2004 AND RECORDED IN DOCUMENT NO. 2004242191 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.495 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1" iron pipe found in the west right-of-way line of Sassman Road, for the southeast corner of said Lot 1, same being the east corner of said 7.602 acre tract;

THENCE North 63°13'21" West, with the south line of said Lot 1, same being the north line of said 7.602 acre tract, a distance of 543.90 feet to a 1/2" rebar found for the southwest corner of said Lot 1;

THENCE North 26°45'39" East, with the west line of said Lot 1, same being the east line of said 7.602 acre tract, a distance of 199.86 feet to a 1/2" rebar found for the northwest corner of said Lot 1, same being an angle point in the north line of said 7.602 acre tract, also being in the south line of said 23.694 acre tract;

THENCE South 63°13'21" East, with the north line of said Lot 1, same being the south line of said 23.694 acre tract, a distance of 543.89 feet to a 1/2" rebar with Chaparral cap found in the west right-of-way line of Sassman Road, for the northeast corner of said Lot 1, same being the southeast corner of said 23.694 acre tract;

THENCE South 26°45'21" West, with the west right-of-way line of Sassman Road, same being the east line of said Lot 1, a distance of 199.86 feet to the **POINT OF BEGINNING**, containing 2.495 acres of land, more or less.

SAVE AND EXCEPT 2.496 ACRES:

BEING ALL OF A 2.50 ACRE TRACT DESCRIBED IN WARRANTY DEED TO MICHAEL L. APPLGATE AND HARMONY D. APPLGATE, DATED NOVEMBER 5, 2003 AND RECORDED IN DOCUMENT NO. 2003261512 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS; SAID 2.496 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Sassman Road, for the southeast corner of said 2.50 acre tract, same being an angle point in the south line of said 42.558 acre tract;

THENCE North 63°50'26" West, with the north right-of-way line of Sassman Road, same being the south line of said 2.50 acre tract, a distance of 363.50 feet to a calculated point for the southwest corner of said 2.50 acre tract, same being an angle point in the south line of said 42.558 acre tract;

THENCE with the common line of said 2.50 acre tract and said 42.558 acre tract, the following three (3) courses and distances:

1. North 26°08'47" East, a distance of 299.42 feet to a 1/2" rebar found for the northwest corner of said 2.50 acre tract;
2. South 63°51'04" East, a distance of 362.66 feet to a 1/2" rebar found for the northeast corner of said 2.50 acre tract;
3. South 25°59'08" West, a distance of 299.49 feet to the **POINT OF BEGINNING**, containing 2.496 acres of land, more or less.

SAVE AND EXCEPT 4.178 ACRES:

BEING ALL OF A 3.213 ACRE TRACT DESCRIBED IN A DEED WITH VENDOR'S LIEN TO MARIO RODRIGUEZ & EMMA RODRIGUEZ, DATED FEBRUARY 4, 1983 AND RECORDED IN VOLUME 7998, PAGE 656 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND ALL OF A 1.00 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO MARIO RODRIGUEZ AND EMMA RODRIGUEZ, DATED MARCH 3, 2005 AND RECORDED IN DOCUMENT NO. 2005046336 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 4.178 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southeast corner of said 1.00 acre tract, same being an angle point in the west line of said 167.748 acre tract;

THENCE North 64°32'09" West, with the south line of said 1.00 acre tract, same being the west line of said 167.748 acre tract, a distance of 21.19 feet to a 1/2" rebar with Chaparral cap found for an angle point in the north right-of-way line of Sassman Road, the south line of said 1.00 acre tract, and the west line of said 167.748 acre tract;

THENCE with the north right-of-way line of Sassman Road, same being the south line of said 1.00 acre tract and the south line of said 3.213 acre tract, the following two (2) courses and distances:

1. North 55°52'30" West, a distance of 116.23 feet to a calculated point;
2. North 63°50'26" West, a distance of 281.73 feet to a 1/2" rebar found for the southwest corner of said 3.213 acre tract, same being an angle point in the south line of said 42.558 acre tract;

THENCE with the north line of said 3.213 acre tract, same being the south line of said 42.558 acre tract, the following two (2) courses and distances:

1. North 40°38'03" East, a distance of 528.79 feet to a 1/2" rebar found for the north corner of said 3.213 acre tract;
2. South 61°13'19" East, a distance of 295.41 feet to a calculated point for the east corner of said 3.213 acre tract, same being the southeast corner of said 42.558 acre tract, also being in the west line of said 167.748 acre tract;

THENCE South 27°11'24" West, with the west line of said 167.748 acre tract, same being the east line of said 3.213 acre tract and the east line of said 1.00 acre tract, a distance of 514.44 feet to the **POINT OF BEGINNING**, containing 4.178 acres of land, more or less.

SAVE AND EXCEPT 2.701 ACRES:

BEING ALL OF A 2.701 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO ABACUP P. PEREZ, DATED MARCH 19, 2009 AND RECORDED IN DOCUMENT NO. 2009046965 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.701 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap found in the south right-of-way line of Sassman Road, for the northeast corner of said 2.701 acre tract, same being the northwest corner of said 98.656 acre tract;

THENCE South 27°05'06" West, with the east line of said 2.701 acre tract, same being the west line of said 98.656 acre tract, a distance of 672.44 feet to a 1/2" rebar with Chaparral cap found for the southeast corner of said 2.701 acre tract, same being an angle point in the east line of said 51.942 acre tract;


THENCE with the south and west lines of said 2.701 acre tract, same being the east line of said 51.942 acre tract, the following two (2) courses and distances:

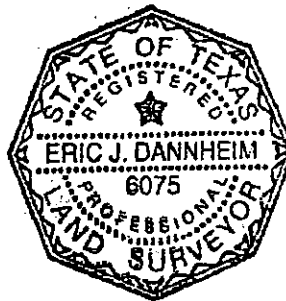
1. North 62°16'38" West, a distance of 175.00 feet to a 1/2" rebar with Chaparral cap found for the southwest corner of said 2.701 acre tract;
2. North 27°05'06" East, a distance of 672.44 feet to a 1/2" rebar with Chaparral cap found in the south right-of-way line of Sassman Road, for the northwest corner of said 2.701 acre tract, same being the northeast corner of said 51.942 acre tract;

THENCE South 62°16'38" East, with the south right-of-way line of Sassman Road, same being the north line of said 2.701 acre tract, a distance of 175.00 feet to the **POINT OF BEGINNING**, containing 2.701 acres of land, more or less.

Based on surveys made on the ground by Chaparral from June 20, 2006 through November 15, 2007. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 500-001-BD-EX5.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

 9/17/2010
Eric J. Dannheim
Registered Professional Land Surveyor
State of Texas No. 6075



SKETCH TO ACCOMPANY A DESCRIPTION OF 339.352 ACRES IN THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 167.748 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED DECEMBER 13, 2006 AND RECORDED IN DOCUMENT NO. 2006241307 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 98.656 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED OCTOBER 19, 2006 AND RECORDED IN DOCUMENT NO. 2006204344 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 60.921 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED DECEMBER 12, 2006 AND RECORDED IN DOCUMENT NO. 2006239174 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 51.942 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED DECEMBER 1, 2006 AND RECORDED IN DOCUMENT NO. 2006233636 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 55.222 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED APRIL 2, 2006 AND RECORDED IN DOCUMENT NO. 2007060712 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 25.119 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED APRIL 2, 2006 AND RECORDED IN DOCUMENT NO. 2007060707 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 7.602 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED APRIL 2, 2006 AND RECORDED IN DOCUMENT NO. 2007060704 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 23.694 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED APRIL 2, 2006 AND RECORDED IN DOCUMENT NO. 2007060710 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 42.558 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED MAY 16, 2006 AND RECORDED IN DOCUMENT NO. 2008083861 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF LOT A, HARRY REININGER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 65, PAGE 47 OF THE PLAT RECORDS OF TRAVIS COUNTY TEXAS, CONVEYED TO JOHN HALDENSTEIN & RUTH HALDENSTEIN IN WARRANTY DEED WITH VENDOR'S LIEN DATED SEPTEMBER 29, 2000 AND RECORDED IN DOCUMENT NO. 2000161977 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, AND A PORTION OF SASSMAN ROAD (RIGHT-OF-WAY WIDTH VARIES).

SAVE AND EXCEPT:

2.495 ACRES, BEING ALL OF LOT 1, J. P. COTMAN ADDITION, A SUBDIVISION OF RECORD IN VOLUME 78, PAGE 60 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO JUAN YESCAS AND MARIA R. YESCAS IN A WARRANTY DEED, DATED DECEMBER 30, 2004 AND RECORDED IN DOCUMENT NO. 2004242191 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, 2.496 ACRES, BEING ALL OF A 2.50 ACRE TRACT DESCRIBED IN WARRANTY DEED TO MICHAEL L. APPLIGATE AND HARMONY D. APPLIGATE, DATED NOVEMBER 5, 2003 AND RECORDED IN DOCUMENT NO. 2003261512 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, 4.178 ACRES, BEING ALL OF A 3.213 ACRE TRACT DESCRIBED IN A DEED WITH VENDOR'S LIEN TO MARIO RODRIGUEZ & EMMA RODRIGUEZ, DATED FEBRUARY 4, 1983 AND RECORDED IN VOLUME 7998, PAGE 656 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND ALL OF A 1.00 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO MARIO RODRIGUEZ AND EMMA RODRIGUEZ, DATED MARCH 3, 2005 AND RECORDED IN DOCUMENT NO. 2005046336 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND 2.701 ACRES, BEING ALL OF A 2.701 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO ABACU P. PEREZ, DATED MARCH 19, 2009 AND RECORDED IN DOCUMENT NO. 2009048965 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

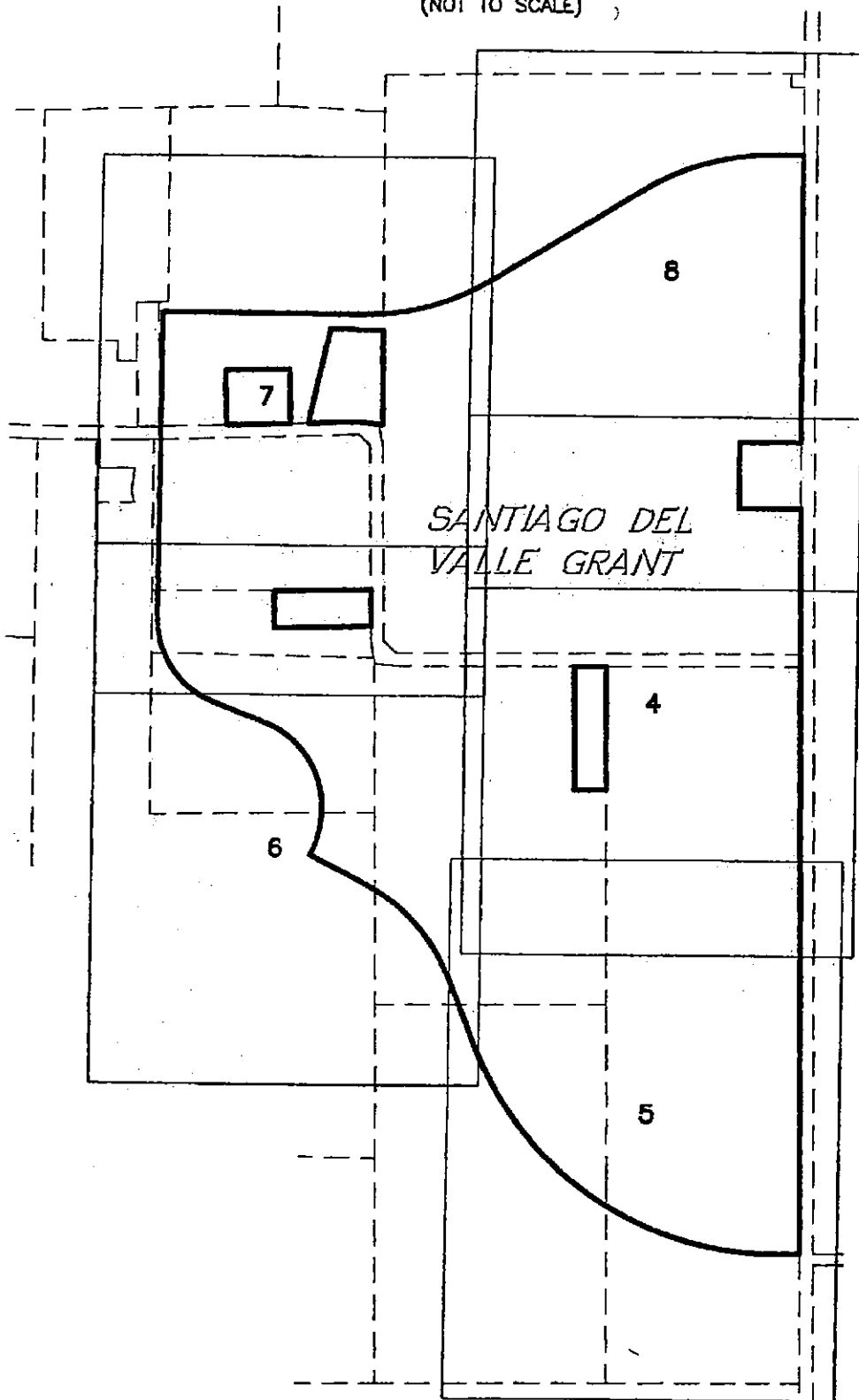
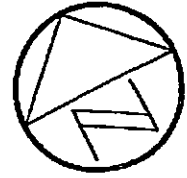
DATE OF SURVEY: 11/15/2007
PLOT DATE: 9/17/2010
DRAWING NO.: 500-001-BD-EX5
PROJECT NO.: 500-001
DRAWN BY: EJD
SHEET 1 OF 8

BEARING BASIS: GRID AZIMUTH FOR TEXAS
CENTRAL ZONE, 1983/93 HARN VALUES
FROM LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 500-001-BD-EX5

Chaparra

MAP SHEET INDEX
(NOT TO SCALE)



DATE OF SURVEY: 11/15/2007
PLOT DATE: 9/17/2010
DRAWING NO.: 500-001-BD-EX5
PROJECT NO.: 500-001
DRAWN BY: EJD
SHEET 2 OF 8

Chaparral

LEGEND

- 1/2" REBAR FOUND (UNLESS OTHERWISE NOTED)
- CHAP ● 1/2" REBAR WITH CHAPARRAL CAP FOUND
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- CONCRETE HIGHWAY MONUMENT FOUND
- △ CALCULATED POINT

CURVE TABLE

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	68°24'29"	1800.01'	1223.47'	2149.12'	2023.72'	N28°43'07"W
C2	40°36'48"	1000.01'	370.05'	708.84'	694.09'	N14°49'17"W
C3	96°25'47"	500.00'	559.51'	841.51'	745.65'	N06°39'26"E
C4	69°45'07"	580.00'	404.25'	706.10'	663.29'	N06°40'54"W
C5	31°17'38"	1399.96'	392.11'	764.63'	755.16'	S77°27'10"E
C6	30°17'26"	1399.96'	378.93'	740.12'	731.53'	S77°57'16"E

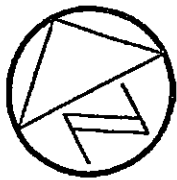
THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LINE TABLE

No.	BEARING	LENGTH
L1	S27°11'52"W	70.00'
L2	N62°55'22"W	149.13'
L3	N54°52'19"E	25.40'
L4	S62°48'33"E	209.85'
L5	N64°32'09"W	21.19'
L6	N55°52'30"W	116.23'
L7	N63°50'26"W	281.73'
L8	N40°38'03"E	528.79'
L9	S61°13'19"E	295.41'
L10	S27°11'24"W	514.44'
L11	N63°50'26"W	363.50'
L12	N26°08'47"E	299.42'
L13	S63°51'04"E	362.66'
L14	S25°59'08"W	299.49'
L15	N63°13'21"W	543.90'
L16	N26°45'39"E	199.86'
L17	S63°13'21"E	543.89'
L18	S26°45'21"W	199.86'
L19	S27°05'06"W	672.44'
L20	N62°16'38"W	175.00'
L21	N27°05'06"E	672.44'
L22	S62°16'38"E	175.00'

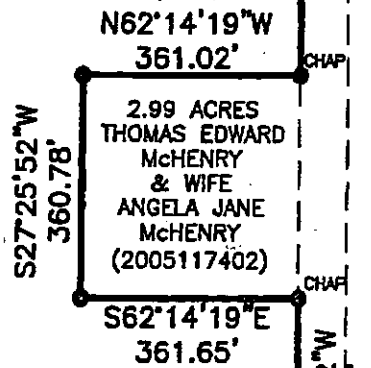
DATE OF SURVEY: 11/15/2007
 PLOT DATE: 9/17/2010
 DRAWING NO.: 500-001-BD-EX5
 PROJECT NO.: 500-001
 DRAWN BY: EJD
 SHEET 3 OF 8

Chaparral



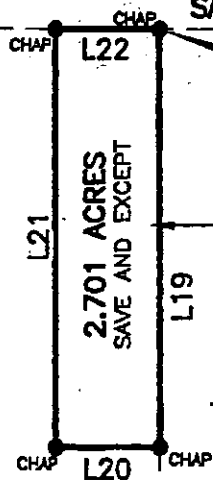
1"=300'

167.748 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2006241307)



STA. 82+17.1
40' RT.

339.352
ACRES



SASSMAN ROAD (RIGHT-OF-WAY WIDTH VARIES)

2.701 ACRES
ABACU P. PEREZ
(2009046965)

51.942 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2006233636)

98.656 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2006204344)

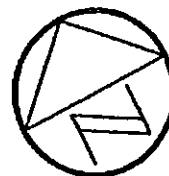
SANTIAGO DEL
VALLE GRANT

DATE OF SURVEY: 11/15/2007
PLOT DATE: 9/17/2010
DRAWING NO.: 500-001-BD-EX5
PROJECT NO.: 500-001
DRAWN BY: EJD
SHEET 4 OF 8

Chaparra

F.M. 1625
(80' RIGHT-OF-WAY WIDTH)

51.942 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2006233636)



1"=300'

339.352
ACRES

*SANTIAGO DEL
VALLE GRANT*

98.656 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2006204344)

60.921 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2006239174)

S27°29'07"E
15'

C₁

STA. 115+77
40' RT.

S27°04'38"W
352.96'

S27°11'

F.M. 1625 (80' RIGHT-OF-WAY WIDTH)

RODRIGUEZ ROAD

(RIGHT-OF-WAY WIDTH VARIES)

DATE OF SURVEY: 11/15/2007
PLOT DATE: 9/17/2010
DRAWING NO.: 500-001-BO-EX5
PROJECT NO.: 500-001
DRAWN BY: EJD
SHEET 5 OF 8

Chaparra

28.461 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2006182621)

7.602 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2007060704)

25.119 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2007060707)

55.222 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2007060712)

SANTIAGO DEL
VALLE GRANT

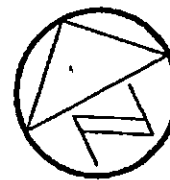
2.495 ACRES
SAVE AND EXCEPT
L17

LOT 1
J. P. COTMAN ADDITION
(79/60)

L15

P.O.B.

SASSMAN ROAD (RIGHT)



1"=300'

339.352
ACRES

51.942 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2006233636)

N35°07'41"W
344.76'

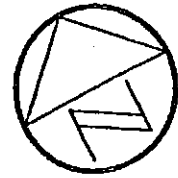
N06°29'07"E
423.15'

DATE OF SURVEY: 11/15/2007
PLOT DATE: 9/17/2010
DRAWING NO.: 500-001-BD-EX5
PROJECT NO.: 500-001
DRAWN BY: EJD
SHEET 6 OF 8

Chaparral

SANTIAGO DEL VALLE GRANT

42.558 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2008083861)



1"=300'

S61°48'21"E 1135.34'

C5

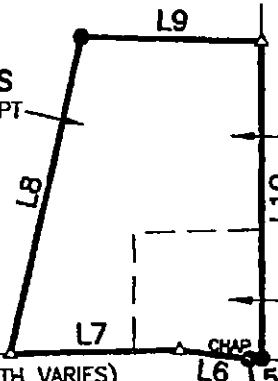
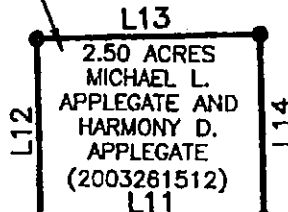
LOT A
HARRY REININGER SUBDIVISION
(65/47)

2.496 ACRES
SAVE AND EXCEPT

4.178 ACRES
SAVE AND EXCEPT

3.213 ACRES
MARIO RODRIGUEZ &
EMMA RODRIGUEZ
(7998/656)

1.00 ACRE
MARIO &
EMMA RODRIGUEZ
(2005046336)



SASSMAN ROAD (RIGHT-OF-WAY) WIDTH VARIES

P.O.B.

L6 L5 P.O.B.

N28°11'39"E 1597.96'

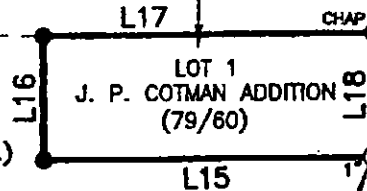
23.694 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2007060710)

167.748 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2006241307)

2.495 ACRES
SAVE AND EXCEPT

339.352
ACRES

7.602 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2007060704)

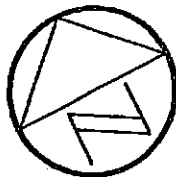


SASSMAN ROAD (RIGHT-OF-WAY WIDTH VARIES)

P.O.B.

DATE OF SURVEY: 11/15/2007
PLOT DATE: 9/17/2010
DRAWING NO.: 500-001-BD-EX5
PROJECT NO.: 500-001
DRAWN BY: EJD
SHEET 7 OF 8

Chaparral



1"=300'

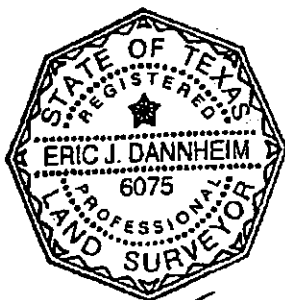
N86°54'01"E 948.14'

C6

L4

SANTIAGO DEL
VALLE GRANT

167.748 ACRE
CARMA EASTON INC.
(F/K/A JONA ACQUISITION INC.)
(2006241307)



339.352
ACRES

EJD
9/17/2010

DATE OF SURVEY: 11/15/2007
PLOT DATE: 9/17/2010
DRAWING NO.: 500-001-BD-EX5
PROJECT NO.: 500-001
DRAWN BY: EJD
SHEET 8 OF 8

Chaparral

STA. 68+93.3
40' RT.

S27°05'45"W 973.90'

F.M. 1625
(80' RIGHT-OF-WAY WIDTH)

S27°19'52"W
601.74'

N62°14'19"W
361.02'

2.99 ACRES
THOMAS EDWARD
McHENRY
& WIFE
ANGELA JANE
McHENRY
(2005117402)

S27°25'52"W
360.78'

S62°14'19"E
361.65'

STA. 82+17.1
40' RT.

S27°19'52"W
361.72'

BEING A 2.903 ACRE TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 2.899 ACRE TRACT OF LAND DESCRIBED AS TRACT I IN A SPECIAL WARRANTY DEED TO ERNEST B. COLLINS AND FLORETTA F. COLLINS, RECORDED ON APRIL 29, 2004 IN DOCUMENT NO. 2004080843 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 2.903 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found (Grid Coordinates = N: 10,029,285.69, E: 3,123,440.54) for the West corner of said 2.899 acre tract and the South corner of a called 82.844 acre tract of land described as Tract 1 in a Special Warranty Deed to Jona Acquisition Inc., recorded on January 5, 2007 in Document No. 2007003159 of said Official Public Records, and also being in the Northeast right-of-way line of Colton Bluff Springs Road (being a 70 feet wide right-of-way at this point, from which a 1/2-inch iron rod found for an angle point in the Southwest line of said 82.844 acre tract and said Northeast right-of-way line of Colton Bluff Springs Road, bears North 63°14'17" West a distance of 642.89 feet;

THENCE along the Northwest line of said 2.899 acre tract and the Southeast line of said 82.844 acre tract, the following four (4) courses and distances:

1. North 26°58'38" East a distance of 2126.49 feet to a 1/2-inch iron rod found;
2. North 26°30'47" East a distance of 262.66 feet to a 1/2-inch iron rod found;
3. North 28°04'38" East a distance of 57.26 feet to a 1/2-inch iron rod found; and
4. North 27°02'16" East a distance of 87.42 feet to a 1/2-inch iron rod found (Grid Coordinates = N: 10,031,544.13, E: 3,124,589.09) for the North corner of said 2.899 acre tract and the East corner of said 82.844 acre tract, also being in the Southwest line of a called 52.418 acre tract of land described as Tract II in said Special Warranty Deed to Ernest B. Collins and Floretta F. Collins, from which a 1/2-inch iron rod found for the West corner of said 52.418 acre tract and being in the Northeast line of said 82.844 acre tract, bears North 48°17'20" West a distance of 182.55 feet;

THENCE South 48°55'17" East along the Northeast line of said 2.899 acre tract and said Southwest line of the 52.418 acre tract, a distance of 52.26 feet to a 1/2-inch iron rod found for the East corner of said 2.899 acre tract and the North corner of a called 61.071 acre tract of land described as Tract 1 in a Special Warranty Deed to Jona Acquisition Inc. recorded on November 8, 2007 in Document No. 2007204509 in said Official Public Records, from which a 1/2-inch iron rod found for the South corner of said 52.418 acre tract and being an angle point in the Northeast line of said 61.071 acre tract, bears South 47°54'17" East a distance of 467.14 feet;

THENCE South $26^{\circ}58'21''$ West along the Southeast line of said 2.899 acre tract and the Northwest line of said 61.071 acre tract, a distance of 2520.65 feet to a 1/2-inch iron rod found for the South corner of said 2.899 acre tract and the West corner of said 61.071 acre tract, also being in said Northeast right-of-way line of Colton Bluff Springs Road;

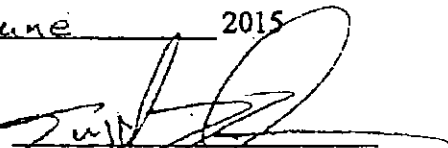
THENCE North $63^{\circ}31'12''$ West along the Southwest line of said 2.899 acre tract and said Northeast right-of-way line of Colton Bluff Springs Road, a distance of 49.96 feet to the **POINT OF BEGINNING** and containing 2.903 acres of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by a combined adjustment factor of 0.999960959.

This property description is accompanied by a separate plat of even date.

Surveyed on the ground the 10th day of June 2015




Travis S. Tabor, RPLS 6428
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



GRAPHIC SCALE

LINE	BEARING	LENGTH
L1	N28°04'38"E	57.26'
L2	N27°02'16"E	87.42'
L3	N48°17'20"W	182.75'
L4	S48°55'17"E	52.26'
L5	N63°31'12"W	49.96'

ERNEST B. COLLINS AND
FLORETTA F. COLLINS
TRACT I - 2.899 ACRES
DOC. NO. 2004080843
O.P.R.T.C.T.

JONA ACQUISITION INC.
TRACT 1 - 82.844 ACRES
DOC. NO. 2007003159
O.P.R.T.C.T.

POINT OF
BEGINNING
GRID COORDINATES
N=10,029,285.89
E=3,123,440.54

MATCHLINE PAGE 4
MATCHLINE PAGE 3

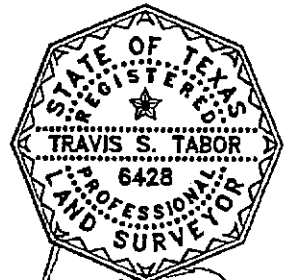
N26°58'38"E 2126.49'

S26°58'21"W 2520.65'

2.903
ACRES

SANTIAGO DEL
VALLE GRANT

JONA ACQUISITION INC.
TRACT 1 - 61.071 ACRES
DOC. NO. 2007204509
O.P.R.T.C.T.



NOTES:

06-10-2015

A METES AND BOUNDS DESCRIPTION OF EVEN DATE
ACCOMPANIES THIS SURVEY PLAT.

THIS PROJECT IS REFERENCED FOR ALL BEARING
AND COORDINATE BASIS TO THE TEXAS STATE
PLANE COORDINATE SYSTEM, CENTRAL ZONE
(4203), NAD83/93 HARN VALUES FROM THE LCRA
CONTROL NETWORK. DISTANCES SHOWN HEREON
ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY
FEET. THE COMBINED SURFACE-TO-GRID SCALE
FACTOR IS 0.999960959 EXACTLY.

LEGEND

- IRON ROD FOUND (1/2", OR AS NOTED)
- IRON ROD WITH CAP FOUND
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS OF
TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF
TRAVIS COUNTY, TEXAS

COLTON BLUFF SPRINGS ROAD
(70' R.O.W.)



PELTON
LAND SOLUTIONS

7004 Bee Cave Rd., Bldg. 2, Ste. 100 Austin, TX 78746 512-651-7700
TSPLS Form Registration No. 10194100 - Austin Office
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JOB # BRP15005

2.903 ACRES - COLLINS FLAG LOT

DATE: 06-10-2015

CHECKED BY: TST

PAGE 3 OF 4

L:\JOB\Brookfield - Epsilon\BRP14001-00 - Section 1C Subdivision\Survey\CAD\Boundary\Collins Flag Lot.dwg



GRAPHIC SCALE

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE-TO-GRID SCALE FACTOR IS 0.999960959 EXACTLY.

ELLA LEE MYERS COLLINS
TRACT 5 - 29.50 ACRES
DOC. NO. 2011082345
O.P.R.T.C.T.

GRID COORDINATES
N=10,031,544.13
E=3,124,589.09

ERNEST B. COLLINS AND
FLORETTA F. COLLINS
TRACT II - 52.418 ACRES
DOC. NO. 2004080843
O.P.R.T.C.T.

JONA ACQUISITION INC.
TRACT 1 - 82.844 ACRES
DOC. NO. 2007003159
O.P.R.T.C.T.

TALFRED COLLINS AND WIFE,
ELLA LEE COLLINS, TRACT A
VOL. 2814, PG. 127
D.R.T.C.T.

SANTIAGO DEL
VALLE GRANT

JONA ACQUISITION INC.
TRACT 1 - 61.071 ACRES
DOC. NO. 2007204509
O.P.R.T.C.T.

MATCHLINE PAGE 4
MATCHLINE PAGE 3

N26°58'38"E 2126.49'
S26°58'21"W 2520.65'

2.903
ACRES

LINE	BEARING	LENGTH
L1	N28°04'38"E	57.26'
L2	N27°02'16"E	87.42'
L3	N48°17'20"W	182.75'
L4	S48°55'17"E	52.26'
L5	N63°31'12"W	49.96'

LEGEND

- IRON ROD FOUND (1/2", OR AS NOTED)
- IRON ROD WITH CAP FOUND
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

PELTON
LAND SOLUTIONS

7004 San Carlo Rd., Bldg. 2, Ste. 100, Austin, TX 78746-5113-5117-7700
TSP/L3 Firm Registration No. 90194108 - Austin Office
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JOB # BRP15005 | 2.903 ACRES - COLLINS FLAG LOT | DATE: 08-10-2015 | CHECKED BY: TST | PAGE 4 OF 4

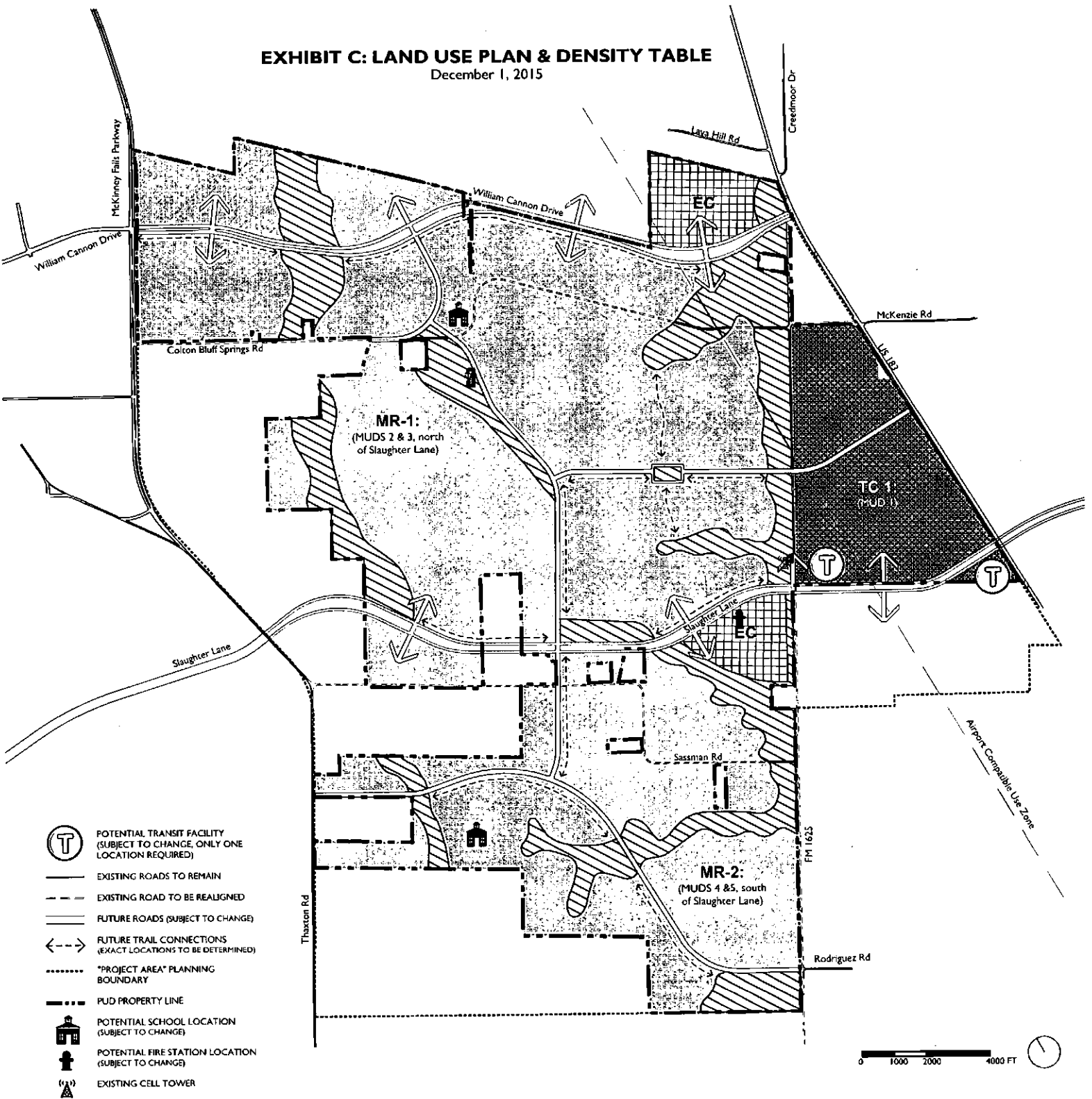
L:\JOS\Brookfield - Easton\BRP14001-00 - Section 1C Subdivision\Survey\CAJ\Boundary\Collins Flag Lot.dwg



1" = 2,000'

EXHIBIT C: LAND USE PLAN & DENSITY TABLE

December 1, 2015



PROPOSED LAND USE AREAS	APPROXIMATE ACREAGE	PROPOSED MAXIMUM DENSITY	PROPOSED PERMITTED USES
MR - MIXED RESIDENTIAL	~ 1,400 AC	Up to: 9,300 DUs; 550,000 SF Civic/Commercial	MIX OF SINGLE FAMILY RESIDENTIAL (DETACHED & ATTACHED), MULTI-FAMILY RESIDENTIAL, NEIGHBORHOOD-SERVING COMMERCIAL AND CIVIC USES
EC - EMPLOYMENT CENTER	~ 90 AC	Up to: 1,500 DUs; 750,000 SF Civic/Commercial/Industrial	MIX OF EMPLOYMENT, CIVIC, SINGLE AND MULTI-FAMILY RESIDENTIAL USES, LIGHT INDUSTRIAL, HOTEL, COMMERCIAL
TC - TOWN CENTER	~ 200 AC	Up to: 3,500 DUs; 4,000,000 SF Civic/Commercial	MIX OF COMMERCIAL, CIVIC, MULTI-FAMILY AND ATTACHED SINGLE FAMILY RESIDENTIAL USES AT AN URBAN DENSITY, HOTEL
OS - OPEN SPACE	~ 360 AC	Up to: 50,000 SF Civic/Commercial	GREENWAYS, TRAILS, PARKS AND RECREATIONAL AREAS, WITH CIVIC AND LIMITED COMMERCIAL USES PERMITTED

NOTES:

1. A fire station site will be donated to the City of Austin within the PUD, as described in Exhibit E of the Pilot Knob MUD Consent Agreement.
2. The only existing roads within the Project Area are Colton Bluff Springs Road, Sassman Road and FM 1625.
3. A 10-acre intermodal transit station will be located along Slaughter Lane in or near the Town Center (TC) area.
4. Open Space boundaries and roadway alignments are subject to change and will be finalized at final plat.
5. So long as uses are permitted in a land use area, residential maximum allowable densities may be transferred from one land use area to another provided that the overall PUD maximums are not exceeded.

REC'D 12-2-2015

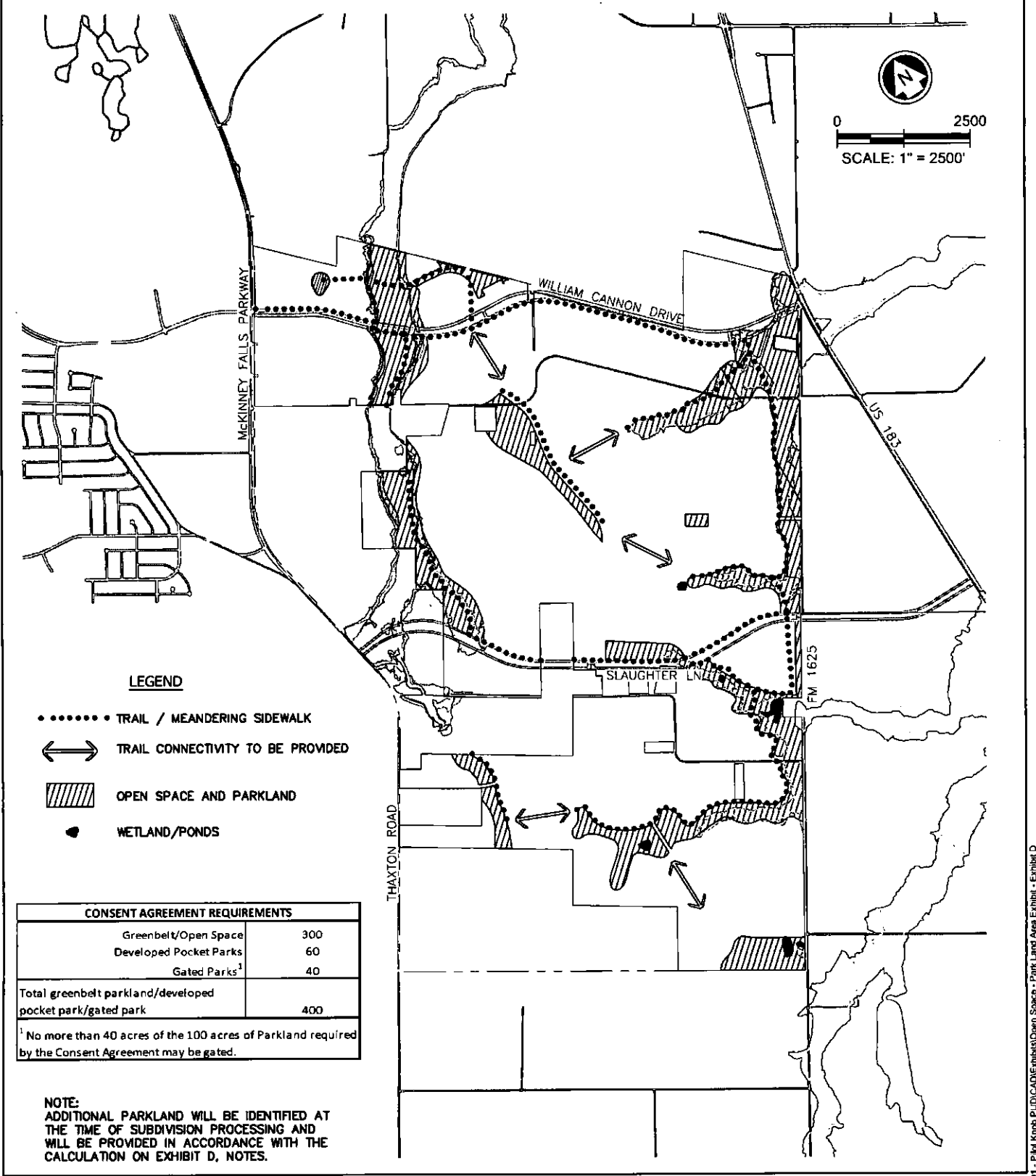


EXHIBIT D
CONCEPTUAL PARKS AND OPEN SPACE PLAN
PILOT KNOB PUD
AUSTIN, TRAVIS COUNTY, TEXAS

REC'D 12-2-2015

L:\08\Brockfield - Easton\BEP1001-01 - Pilot Knob PUD\CA\Exhibit D - Park Land Area Exhibit - Exhibit D

Exhibit D, Notes
Parkland and Open Space Requirements in the PUD:

Pursuant to Section 25-1-601 (Applicability) and the provisions of Article VIII (Parks and Recreational Facilities and Other Community Amenities) of the Consent Agreement, the private and public parkland, open space, greenbelts, and trails described in this PUD will satisfy all of the parkland dedication requirements. Park Land and Open Space will be owned by the Pilot Knob Municipal Utility District(s) and will be maintained by either the Home Owners Association or the MUD(s). Park Land and Open Space provided by the PUD will be tracked using the Park Land and Open Space Tracking Sheet provided as Exhibit P.

A. MUD CONSENT AGREEMENT

The PUD will provide minimum parkland and open space acreages as follows:

1. At least 300 acres of open space (including regional detention and parkland and trails) as conceptually illustrated on Exhibit D (Conceptual Parks and Open Space Plan), and in addition, at least 100 acres of improved parkland with amenities shall be provided. For this calculation, floodplain and detention areas may be included as open space, as was contemplated with the MUD consent agreement.
2. Other than gated areas owned and operated by the Owners Association (which would not collectively exceed 40 acres throughout the PUD), the park and open space areas will be open to the public.
3. Parks and publicly accessible open space will be dispersed throughout the PUD, and located within one-quarter (¼) mile of each residence where feasible/practical and accessible by pedestrians and cyclists in all PUD neighborhoods.
4. The parks and recreational facilities for the PUD will in general be designed to comply with the accessibility requirements of the Americans with Disabilities Act and will meet any applicable consumer product safety standards. Some trails, such as those with a soft (mulch) surface, may not meet accessibility standards.
5. Open space is required as a percentage of land use as follows:

Land Use	% Open Space Required
Residential	10%
Commercial	20%

The provision of open space may be deferred for a subdivision or site plan if at least 75% of the total parkland and open space required by the current and all

previous plats has been designated, notwithstanding the requirements of Chapter 25-2, Subchapter E. This provision does not waive the required open space but instead seeks to defer the provision of open space to a later stage of development.

B. LAND DEDICATION

Provision of parkland within the PUD will be as follows:

1. Parkland acreage shall be dedicated to the Pilot Knob MUD(s) in accordance with the number of residential units proposed and in the configuration shown in Exhibit D: Conceptual Parks and Open Space plan. Land to be dedicated will be labeled Park on the Preliminary Plan, if a Preliminary Plan is required, and on the Final Plat. It shall be deeded to the MUD once the proposed improvements are complete and reasonable access for maintenance exists to the parkland.
2. Parkland is required on the basis of ten acres per 1000 residents, and is calculated as follows:

$$\text{Parkland (acres)} = \frac{10 \times (\text{Number of Residential Units}) \times (\text{Residents per Unit})}{1000}$$

where the "residents per unit" is assumed to be:

Dwelling Units per Acre	Residents per Dwelling Unit
Not more than 6	2.8
More than 6 and not more than 12	2.2
More than 12	1.7

3. For the purposes of the PUD, Park Land (or parkland) may include 50 percent credit of 25 year floodplain that is part of a linear greenbelt system including a trail; and 50 percent credit of 100 year floodplain acreage. Parkland acreage counts towards Open Space requirements.
4. The provision of parkland may be deferred for a subdivision or site plan if at least 75% of the total parkland required by the current and all previous plats has been designated. Subdivisions or site plans that seek to use this provision should demonstrate pedestrian and bicycle accessibility to an existing or proposed park within ¼ mile of residences. This provision does not waive the required parkland

but instead seeks to defer the provision of parkland to a later stage of development.

5. Except for linear greenbelt systems as denoted in #3, Open Space may only count as parkland if it meets Department of Park and Recreation Standards.
6. In accordance with Section C below, any park construction amounts above the \$400 residential LUE owed, excluding amounts paid for gated park facilities and trail construction from Section C.2., may be converted to a fee-in-lieu of land for up to 40 acres of parkland owed. The converted acreage will be shown on the tracking sheet and calculated via the following:

Each acre of parkland shall be equivalent to the fair market value of undeveloped property within the PUD area, as obtained from the Travis County Appraisal District (TCAD).

Example:

$$\begin{array}{rcll} \text{Fee in lieu of} & = & 2 \text{ acres} & * \$15,000/\text{acre (exact amount} \\ \text{2 acres of parkland} & & & \text{will be per TCAD)} \\ & = & \$30,000 & \end{array}$$

C. PARK IMPROVEMENT REQUIREMENTS

1. The Parks and Recreation Board Guidelines, Parkland and Recreation Facility Standards For Municipal Utility Districts, adopted November 27, 1984, recommends park improvements amounting to \$200 per residential living unit equivalent (LUE). The Pilot Knob PUD shall provide at least \$400 per residential living unit equivalent. The improvements shall be shown on Final Plat construction documents or site plans. The construction dollar amount for parks and trails open to the public shall be tracked using Exhibit E, "Park Land and Open Space Tracking Sheet". Costs for private facilities not open to the public will not be shown on the Tracking Sheet.
2. A minimum of ten miles of trails open to the public shall be provided throughout the PUD, as shown in the approximate locations on Exhibit D and consistent with the intent of the Urban Trails Master Plan to provide east-west connectivity.
 - i.) Land in the approximate location of a trail on Exhibit D that is planned to be part of the Pilot Knob PUD trail/greenbelt system will be included as a lot in the Final Plat of the last adjacent area surrounding the trail/greenbelt. The lot will be labeled Greenbelt Park on the Preliminary Plan, if a Preliminary Plan is required, and on the Final Plat. Fiscal surety

for trail construction shall be posted with the City of Austin prior to plat approval. The land shall be deeded to the MUD and the fiscal surety refunded once the proposed trail improvements are complete and reasonable access for maintenance exists.

- ii.) Required trail segments to be constructed shall be shown on Final Plat construction documents or site plans.
 - iii.) Specific trail alignments, designs and specifications will be approved by the City of Austin during the subdivision construction or site plan approval process.
 - iv.) At least one public access easement or public right-of-way connecting neighborhoods to trail alignments shall be provided and those easements shall be a minimum of 15 feet in width.
3. If the trails and parkland shown in Exhibit D have been constructed and the Tracking Sheet shows that the PUD is above 100% of park construction amounts owed per residential LUE, the amount of parkland improvement dollars above 100% may be credited to any subdivision or site plan to offset up to the equivalent portion of the \$400 per residential LUE in improvements owed or towards Section B.6. for fee-in-lieu of land.

D. FINAL PLAT NOTE

If parkland is not owed on a final plat, according to the Preliminary Plan, a note will be added to the final plat saying that Parkland Dedication has been satisfied in accordance with PUD ordinance no. _____. If parkland is owed, a note will be added to the final plat stating the number of acres provided to the applicable MUD and stating a cumulative acreage provided to date for the entire PUD area.

PILOT KNOB PLANNED UNIT DEVELOPMENT

[illegible]

¹ Fee payment may be utilized for not more than 75 acres of required payment in the PUD.

² Development application processed prior to approval of the PUD.

Exhibit E

EXHIBIT E
PARKLAND AND OPEN SPACE TRACKING SHEET

REC'D 8-11-2015

EXHIBIT F: PERMITTED LAND USES (p. 1 of 4)

DRAFT: AUGUST 5, 2015

ZONING USE SUMMARY TABLE					
	P = Permitted Use				C = Conditional Use Permit
					NP = Not Permitted
RESIDENTIAL USES	TC	EC	MR	OS	
Bed & Breakfast (Group 1)	P	P	P	NP	
Bed & Breakfast (Group 2)	P	P	P	NP	
Condominium Residential	P	P	P	NP	
Conservation Single Family	NP	NP	P	NP	
Duplex Residential	P*	P*	P*	NP	* Allowed on lots 5,750 square feet and greater.
Group Residential	NP	P	NP	NP	
Mansion House (4/6-Plax)	NP	P	P	NP	
Mobile Home Residential	NP	NP	NP	NP	
Multifamily Residential	P	P	P	NP	
Retirement Housing (Small Site)	P	P	P	NP	
Retirement Housing (Large Site)	P	P	P	NP	
Rowhouse	P	P	P	NP	
Shophouse	P	P	P	NP	
Short - Term Rental	P	P	P	NP	
Single-Family Attached Residential	P	P	P	NP	
Single-Family Residential	P	P	P	NP	
Small Lot Single-Family Residential	P	P	P	NP	
Townhouse Residential	P	P	P	NP	
Two-Family Residential	P*	P*	P*	NP	* Allowed on lots 5,750 square feet and greater.
Yard House	NP	P	P	NP	
COMMERCIAL USES	TC	EC	MR	OS	
Administrative and Business Offices	P	P	P	NP	
Agricultural Sales and Services	C*	NP	NP	NP	* Allowed for properties fronting US 183 only.
Alternative Financial Services	P	P	P	NP	
Art Gallery	P	P	P	NP	
Art Workshop	P	P	P	NP	
Automotive Rentals	P*	P*	NP	NP	* An automotive rental use may keep not more than 20 vehicles on site. Maximum cumulative site area is 22,000 square feet in each Land Use Area.
Automotive Repair Services	NP	P	NP	NP	
Automotive Sales	P	P	NP	NP	
Automotive Washing (of any type)	NP	P	C*	NP	* Allowed if developed as part of a service station use or food sales use.
Ball Bond Services	P	P	C	NP	
Building Maintenance Services	NP	P	NP	NP	
Business or Trade School	P	P	P	NP	
Business Support Services	P	P	NP	NP	
Campground	NP	NP	NP	C*	* If developed as part of POA - managed recreation facility within a park/open space.
Carriage Stable	NP	NP	NP	C*	* If developed as part of POA - managed recreation facility within a park/open space.
Cocktail Lounge	P	P	P*	P*	* A single occupant may not exceed 5,000 square feet.
Commercial Blood Plasma Center	P	P	C*	NP	* Allowed if part of a shopping center or multi-tenant building.
Commercial Off-Street Parking	P	P	P	NP	
Communications Services	P	P	P	NP	
Construction Sales and Services	C*	P	NP	NP	* Allowed for properties fronting US 183 only.
Consumer Convenience Services	P	P	P	NP	

Exhibit F

REC'D 8-11-2015

EXHIBIT F: PERMITTED LAND USES (p. 2 of 4)

DRAFT: AUGUST 5, 2015

COMMERCIAL USES, continued	LC	UC	SR	OS	
Consumer Repair Services	P	P	P	NP	
Convenience Storage	NP	NP	NP	NP	
Drop-Off Recycling Collection Facility	C*	C	NP	NP	* Allowed along highway or major arterials: William Cannon Dr., Slaughter Ln., McKinney Falls Pkwy., FM 1625 and US 183.
Electronic Prototype Assembly	P	P	NP	NP	
Electronic Testing	NP	P	NP	NP	
Equipment Repair Services	NP	NP	NP	NP	
Equipment Sales	NP	NP	NP	NP	
Exterminating Services	NP	NP	NP	NP	
Financial Services	P	P	P	NP	
Food Preparation	P	P	P	NP	
Food Sales	P	P	P	P*	* A single occupant may not exceed 500 square feet.
Funeral Services	NP	NP	NP	NP	
General Retail Sales (Convenience)	P	P	P	NP	
General Retail Sales (General)	P	P	P	NP	
Hotel-Motel	P	P	P	NP	
Indoor Entertainment	P	P	P	NP	
Indoor Sports and Recreation	P	P	P	NP	
Kennels	P*	P*	NP	NP	* A kennel use must be conducted entirely within an enclosed structure.
Laundry Services	P*	P*	NP	NP	* A single occupant may not exceed 2,000 square feet.
Liquor Sales	P	P	P	NP	
Marine	NP	NP	NP	NP	
Medical Offices -- exceeding 5000 sq. ft. gross floor area	P	P	P	NP	
Medical Offices -- not exceeding 5000 sq. ft. gross floor area	P	P	P	NP	
Monument Retail Sales	NP	NP	NP	NP	
Off-Site Accessory Parking	P	P	P	NP	
Outdoor Entertainment	P	P	P	P	
Outdoor Sports and Recreation	P	P	P	P	
Pawn Shop Services	NP	NP	NP	NP	
Pedicab Storage and Dispatch	P	P	C	C	
Personal Improvement Services	P	P	P	NP	
Personal Services	P	P	P	NP	
Pet Services	P	P	P	NP	
Plant Nursery	P	P	P	P	
Printing and Publishing	NP	NP	NP	NP	
Professional Office	P	P	P	NP	
Recreational Equipment Maint. & Stor.	NP*	NP*	NP*	NP*	* Allowed if part of a Parks and Recreation Services (General) or (Special) use.
Recreational Equipment Sales	NP	NP	NP	NP	
Research Assembly Services	P	P	NP	NP	
Research Services	P	P	NP	NP	
Research Testing Services	P	P	NP	NP	
Research Warehousing Services	NP	P	NP	NP	
Restaurant (General)	P	P	P	P	
Restaurant (Limited)	P	P	P	P	
Scrap and Salvage	NP	NP	NP	NP	
Service Station	P*	P	P**	NP	* May have the capability of fueling not more than eight vehicles at one time, unless located along US 183. ** If part of a shopping center.
Software Development	P	P	P	NP	
Special Use Historic	NP	NP	NP	NP	
Stables	NP	NP	NP	P	
Theater	P	P	P	P	
Vehicle Storage	NP	NP	NP	NP	
Veterinary Services	NP	NP	NP	NP	

EXHIBIT F: PERMITTED LAND USES (p. 3 of 4)

DRAFT: AUGUST 5, 2015

CIVIC USES	TU	EC	MR	OS	
Administrative Services	P	P	P	NP	
Aviation Facilities	NP	NP	NP	P	
Camp	NP	NP	NP	NP	
Cemetery	NP	NP	NP	NP	
Club or Lodge #	P	P	P	P	
College and University Facilities	P	P	P	NP	
Communication Service Facilities	P	P	P	P	
Community Events	P	P	P	P	
Community Recreation (Private)	P	P	P	P	
Community Recreation (Public)	P	P	P	P	
Congregate Living	P	P	C*	NP	* Allowed if no more than 30 residents.
Convalescent Services	P	P	C*	NP	* Allowed if no more than 30 residents.
Convention Center	NP	NP	NP	NP	
Counseling Services	P	P	P	NP	
Cultural Services	P	P	P	P	
Day Care Services (Commercial)	P	P	P	P	
Day Care Services (General)	P	P	P	P	
Day Care Services (Limited)	P	P	P	P	
Detention Facilities	NP	NP	NP	NP	
Employee Recreation	P	P	P	NP	
Family Home	P	P	P	NP	
Group Home, Class I (General)	P	P	P	NP	
Group Home, Class I (Limited)	P	P	P	NP	
Group Home, Class II	P	P	P	NP	
Guidance Services	P	P	P	NP	
Hospital Services (General)	P	P	P	NP	
Hospital Services (Limited)	P	P	P	NP	
Local Utility Services	P	P	P	P	
Maintenance and Service Facilities	NP	NP	NP	C*	* Allowed only if use is supporting/maintaining open space, recreational, landscape uses.
Major Public Facilities	C	C	C	C	
Major Utility Facilities	C	C	C	C	
Military Installations	NP	NP	NP	NP	
Park and Recreation Services (General)	P	P	P	P	
Park and Recreation Services (Special)	P	P	P	P	
Postal Facilities	P	P	NP	NP	
Private Primary Educational Facilities	P	P	P	P	

EXHIBIT F: PERMITTED LAND USES (p. 4 of 4)

DRAFT: AUGUST 5, 2015

CIVIC USES, continued	TC	EC	MR	OS	
Private Secondary Educational Facilities	P	P	P	P	
Public Primary Educational Facilities	P	P	P	P	
Public Secondary Educational Facilities	P	P	P	P	
Railroad Facilities	NP	NP	NP	NP	
Religious Assembly	P	P	P	P	
Residential Treatment	NP	NP	NP	NP	
Safety Services	P	P	P	P	
Telecommunication tower – subject to 25-2-838 (13-2-235 and 13-2-273)	P*	P*	C	C	* A telecommunications tower must be located on top of a building or be an architectural component of the building. Free standing towers are prohibited. Existing towers are to be allowed as shown on the Land Use Plan.
Transitional Housing	NP	NP	NP	NP	
Transportation Terminal	P	P	NP	NP	
INDUSTRIAL USES	TC	EC	MR	OS	
Basic Industry	NP	NP	NP	NP	
Custom Manufacturing	P*	P	P**	NP	* A single occupant may not exceed 5,000 square feet of gross floor area or produce external noise, vibration, smoke, odor, heat, glare, fumes, electrical interference or waste runoff. Outdoor storage of materials and wholesale distribution of goods is prohibited. **A single occupant may not exceed 2,500 square feet of gross floor area or produce external noise, vibration, smoke, odor, heat, glare, fumes, electrical interference or waste runoff. Outdoor storage of materials and wholesale distribution of goods is prohibited.
General Warehousing and Distribution	NP	P	NP	NP	
Light Manufacturing	NP	P	NP	NP	
Limited Warehousing and Distribution	NP	P	NP	NP	
Recycling Center	NP	NP	NP	NP	
Resource Extraction	NP	NP	NP	NP	
AGRICULTURAL USES	TC	EC	MR	OS	
Animal Production	NP	NP	NP	NP	
Community Garden	P	P	P	P	
Crop Production	NP*	NP*	NP*	NP*	* Allowed until site is developed in accordance with the PUD
Horticulture	NP	NP	NP	NP	
Support Housing	NP	NP	NP	NP	
Urban Farm	P	P	P	P	

EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 1 of 4)

DRAFT: AUGUST 5, 2015

MIXED RESIDENTIAL AREA (MR)							
	RESIDENTIAL DETACHED (YARD HOUSE AND OTHERS)	ZERO LOT LINE DETACHED (YARD HOUSE)	RESIDENTIAL ATTACHED (ROW/SHOP HOUSE)	RESIDENTIAL 3- TO 6-PLEX (MANSION HOUSE)	RESIDENTIAL MULTI- FAMILY	CIVIC	COMMERCIAL
Minimum Lot Size	1,200 SF 1,400 SF (on corner lots)	1,200 SF 1,400 SF (on corner lots)	600 SF 800 SF (on corner lots)	6,000 SF	12,500 SF	2,500 SF	2,500 SF
Minimum Lot Width	20 FT. 25 FT. on corner lots	20 FT. 25 FT. on corner lots	14 FT 19 FT. on corner lots	50 FT.	80 FT.	25 FT.	25 FT.
Maximum Height	40 FT. and 3 stories	40 FT. and 3 stories	40 FT. and 3 stories	40 FT. and 3 stories	65 FT.	65 FT.	65 FT.
Minimum Front Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Interior Side Yard Setback	3 FT.-1 IN. ¹	0 FT. ²	0 FT.	5 FT.	10 FT.	0 FT.	0 FT.
Minimum Rear Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Maximum Impervious Cover	75%	75%	95%	75%	90%	90%	90%

FOOTNOTES:

1. A minimum side yard setback of 3'-1" is permitted (measured from face of building to property line) provided that the adjoining side yard setback is a minimum of 3'-11" to create a face-of-building to face-of-building clear space of at least seven (7) feet.
2. One side of a zero lot line Yard House exterior wall may be located on one of the lot's side property lines, however, the exterior sideyard-facing building walls of adjoining lots must be separated by a minimum of five (5) feet. (Access and/or maintenance easements may need to be created by individual builders or property owners to facilitate maintenance of buildings and/or areas that are located on or very close to an interior sideyard property line.

GENERAL NOTES:

1. Mixed use multi-family buildings with ground level commercial use shall follow commercial site development regulations.
2. Uncovered steps of a porch or stoop may project into a required yard.

Exhibit G

REC'D 8-11-2015

EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 2 of 4)

DRAFT: AUGUST 5, 2015

EMPLOYMENT CENTER (EC)					
	RESIDENTIAL DETACHED (YARD HOUSE AND OTHERS)	RESIDENTIAL ATTACHED (ROW/SHOP HOUSE)	RESIDENTIAL MULTI-FAMILY	CIVIC	COMMERCIAL
Minimum Lot Size	1,200 SF 1,400 SF (on corner lots)	600 SF 800 SF on corner lots	12,500 SF	3,600 SF 4,000 SF on corner lots	3,600 SF
Minimum Lot Width	20 FT. 25 FT. on corner lots	14 FT. 19 FT. on corner lots	60 FT.	50 FT.	50 FT.
Maximum Height	40 FT. and 3 stories	40 FT. and 3 stories	75 FT.	75 FT.	75 FT.
Minimum Front Yard Setback	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Interior Side Yard Setback	3 FT.-1 IN. ¹	0 FT.	10 FT.	10 FT.	10 FT.
Minimum Rear Yard Setback	5 FT.	5 FT.	5 FT.	10 FT.	10 FT.
Maximum Impervious Cover	75%	95%	95%	90%	90%

FOOTNOTES:

1. A minimum side yard setback of 3'-1" is permitted (measured from face of building to property line) provided that the adjoining side yard setback is a minimum of 3'-11" to create a face-of-building to face-of-building clear space of at least seven (7) feet.

GENERAL NOTES:

1. Mixed use multi-family buildings with ground level commercial use shall follow commercial site development regulations.
2. Uncovered steps of a porch or stoop may project into a required yard.

EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 3 of 4)

DRAFT: AUGUST 5, 2015

TOWN CENTER (TC)					
	RESIDENTIAL DETACHED (YARD HOUSE AND OTHERS)	RESIDENTIAL ATTACHED (ROW/SHOP HOUSE)	RESIDENTIAL MULTI-FAMILY	CIVIC²	COMMERCIAL²
Minimum Lot Size	1,200 SF 1,400 SF (on corner lots)	600 SF 800 SF on corner lots	12,500 SF	2,500 SF	2,500 SF
Minimum Lot Width	20 FT. 25 FT. on corner lots	14 FT 19 FT. on corner lots	80 FT.	25 FT.	25 FT.
Maximum Height	40 FT. and 3 stories	40 FT. and 3 stories	120 FT.	120 FT.	120 FT.
Minimum Front Yard Setback	5 FT.	5 FT.	0 FT.	0 FT.	0 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Interior Side Yard Setback	3 FT.-1 IN. ¹	0 FT.	5 FT.	0 FT.	0 FT.
Minimum Rear Yard Setback	5 FT.	5 FT.	0 FT.	0 FT.	0 FT.
Maximum Impervious Cover	75%	95%	95%	100%	100%

FOOTNOTES:

1. A minimum side yard setback of 3'-1" is permitted (measured from face of building to property line) provided that the adjoining side yard setback is a minimum of 3'-11" to create a face-of-building to face-of-building clear space of at least seven (7) feet.
2. Parking facilities in Town Center may be retained in common for reciprocal use by Town Center commercial and office civic tenants (but such facilities are not required) and may (but need not) be included as part of the building lot

GENERAL NOTES:

1. Mixed use multi-family buildings with ground level commercial use shall follow commercial site development regulations.
2. Uncovered steps of a porch or stoop may project into a required yard.

EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 4 of 4)

DRAFT: MAY 1, 2013

OPEN SPACE (OS)		
	CIVIC	COMMERCIAL
Minimum Lot Size	5,000 SF	5,000 SF
Minimum Lot Width	20 FT.	20 FT.
Maximum Height	35 FT.	35 FT.
Minimum Front Yard Setback	5 FT.	5 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.
Minimum Interior Side Yard Setback	0 FT.	0 FT.
Minimum Rear Yard Setback	0 FT.	0 FT.
Maximum Impervious Cover	75%	75%

EXHIBIT H: OFF-STREET PARKING AND LOADING REGULATIONS

DRAFT: SEPTEMBER 2, 2015

- (1) There is no off-street loading requirement for a building with less than 10,000 square feet (to be designated) of gross building area. The director shall determine the location, number, and dimensions of the off-street loading for a larger building. These may be located on certain streets in the on-street parking zone. Loading spaces may be shared between two different, but adjacent uses and/or properties. The Director may establish/approve other exceptions to Appendix A.
- (2) Except as approved by the Director, parking in alleys is prohibited.
- (3) This section established minimum vehicular parking requirements.
 - a. Except as otherwise provided in this subsection, a commercial use shall provide one parking space for every 500 square feet of gross building area.
 - b. An office use shall provide one parking space for every 500 square feet of gross building area.
 - c. A condominium residential, multi-family residential, group residential, Mansion House, or retirement housing use shall provide one parking space for the first bedroom of a dwelling unit and 0.5 parking space for each additional bedroom.
 - d. A townhouse residential, single-family residential, duplex residential, yard house, row house, shop house, group home or family home use shall provide two parking spaces for each dwelling unit. A yard house is not required to provide additional parking for an accessory dwelling unit if that accessory dwelling unit does not contain more than 700 square feet of gross building area. A shop house is not required to provide additional parking for a commercial use if that commercial use does not exceed 750 square feet.
 - e. An indoor entertainment use shall provide one parking space for every 15 seats.
 - f. An amphitheater shall provide one parking space for every 15 seats.
 - g. A sports playfield use shall provide eight parking spaces per field.
 - h. Off-street parking is not required for park and recreational facilities, community recreation facilities,
 - i. community events facilities or outdoor sports and recreation facilities (such as neighborhood parks, pavilions, picnic shelters or tables, playgrounds, swimming pools, boat rental facilities, basketball/sport courts, or bike rental facilities, excepting playfields, as noted above).The Director shall determine the parking requirement for any use not listed in this subsection.
- (4) In the Town Center (TC) land use area, the required parking for a use may be located anywhere in the land use area. Community parking facilities are encouraged.
- (5) In the Town Center (TC), Employment Center (EC), Mixed Residential (MR) and Open Space (OS) land use areas of the PUD, shared parking will be allowed between different properties. These will generally comply with the City of Austin's current shared parking regulations, but the Director may approve variances from these.
- (6) Note: *Accessible parking spaces must be located on the shortest possible accessible route of travel to an accessible building entrance. In facilities with multiple accessible building entrances with adjacent parking, accessible spaces must be dispersed and located near the accessible entrances. (Cited from IBC 1106.6)*
- (7) In all areas of the PUD, any off-street loading spaces are allowed to be located on-street, in the public ROW, on streets and drives that have such space designed for on-street parking. When located on-street, the minimum dimension of such off-street loading space may be reduced to 10 feet by 30 feet.
- (8) Adjacent properties may share and are encouraged to share off-street or on-street loading spaces.

EXHIBIT I

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS REGARDING THE MAINTENANCE OF DRAINAGE FACILITIES

This Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities for the Easton Park Development (this "Restrictive Covenant"), is executed by Carma Easton LLC, a Texas limited liability company ("Declarant"), and is as follows:

GENERAL RECITALS:

DECLARANT: Carma Easton LLC, a Texas limited liability company

ADDRESS: 11501 Alterra Parkway, Suite 100, Austin, Texas 78758

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin (the "City") to Declarant, the receipt and sufficiency of which are acknowledged.

PROPERTY: Declarant owns land (the "Property") within Travis County, more particularly described on **EXHIBIT A** attached and incorporated by reference.

A. Definitions.

1. Owners. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest of any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.
2. Facilities. The term "Facilities" means those drainage facilities that convey and receive stormwater runoff and that are more particularly described on **EXHIBIT B** attached and incorporated by reference.
3. District. The term "District" means the Pilot Knob Municipal Utility District No. 3, a political subdivision of the State of Texas created and operating under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code.

B. Declaration.

Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance. Declarant declares that the Property is subject to

the following covenants, conditions and restrictions which run with the Property and bind all parties having right, title, or interest in or to the Property or any part, their respective heirs, successors, and assigns and inure to the benefit of each Owner and the District.

AGREEMENTS:

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
- 2.1 Easement to the District. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the District, whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas 78701, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities, in, upon and across portions of the Property as more particularly described in **EXHIBIT C** attached hereto and incorporated by reference (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the District and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

- 2.2 Easement to the Owners. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the Owners, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the Owners and their respective successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

- 2.3 Easement to the City. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the City, whose address is Post Office Box 1088, Austin, Texas 78767-1088, Attn: Development Services Department, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the City and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements,

covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

3. Maintenance. The Owners shall continuously maintain the Facilities in accordance with the requirements of the City and in a good and functioning condition until such time as the Facilities have been constructed and the District has accepted the Facilities for maintenance, at which time the District will maintain the Facilities. The District may levy assessments to discharge the maintenance obligations of the Facilities. Each Owner is jointly and severally liable for the maintenance of the Facilities, but only in the event that the District fails to discharge its obligation to maintain the Facilities. After full purpose annexation of the Property by the City, the City will maintain the Facilities. The portion of the Property on which the Facilities are located may not be used for any purpose inconsistent with or detrimental to the proper operation of the Facilities.
4. Notice of City Entry. Prior to the City's full purpose annexation of the Property, the City shall give the District and the Owners thirty (30) days' prior written notice of the City's intent to enter all or part of the Easement Tract for the purpose of operating, maintaining, replacing, upgrading or repairing, as applicable, the Facilities; provided, however, that in the event of an emergency, the City shall be required to give prior notice within a reasonable period of time. Reasonableness shall be determined in accordance with the nature of circumstances of the emergency. The City shall have the right to enter the Easement Tract without notification for the purposes of monitoring and inspection only.
5. General Provisions.
 - A. Enforcement. If any person, persons, corporation, or entity of any other character violates or attempts to violate this Restrictive Covenant, it will be lawful for the City, its successors and assigns, to prosecute proceedings at law, or in equity, against the person, or entity violating or attempting to violate such covenant and to prevent the person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.
 - B. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of such modification, amendment or termination in the Official Records of Travis County, Texas, approved and executed by (a) the Director of the Development Services Department of the City or successor department; (b) the Owners of the Property; (c) any mortgagees holding security interests on any portion of the Property, and (d) from and after such time as the District has accepted the Facilities for maintenance, the District. Such action only becomes effective after it is reduced to writing, signed by all of the required parties described in the immediately preceding sentence, and filed in the Real Property Records of Travis County.
 - C. Duration. Unless modified, amended, or terminated in accordance with Paragraph 5(B), this Restrictive Covenant remains in effect in perpetuity.

- D. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind the District and the Owners, and their successors and assigns. When an Owner conveys all or any portion of the Property, the former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance. When the City full purpose annexes the Property and accepts the Facilities for maintenance, the District will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that the District had in connection with the maintenance of the Facilities from and after the date of such full purpose annexation, but no such full purpose annexation releases the District from any liabilities, if any, actual or contingent, existing as of the time of such full purpose annexation.
- E. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.
- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.
- H. Notices. Any Notice to the District, Declarant, any other Owner, or the City must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Any change in ownership or address requires notice to the District, Declarant, all other Owners, and the City.

City:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767-1088
ATTN: _____
Case No. _____

Declarant:

Carma Easton LLC
11501 Alterra Parkway, Suite 100
Austin, Texas 78758
ATTN: Shaun E. Cranston, P.Eng.

With a copy to (which shall not constitute notice):

DuBois Bryant & Campbell LLC
ATTN: E. Scott Lineberry
303 Colorado, Suite 2300
Austin, Texas 78701

District:

Pilot Knob Municipal Utility District No. 3
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

- I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the District, Declarant, any other Owner, or the City in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.
- J. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the District, Declarant, or any other Owner to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the District, Declarant, or any other Owner may have hereunder by reason of any breach of this Restrictive Covenant.
- K. Excusable Delays. Whenever performance is required of the District or any Owner hereunder, the District or the Owner, as the case may be, shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform; provided, however, that if completion of performance is delayed at

any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the District or the Owner, as the case may be (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.

- L. Existing Encumbrances. The easements and other rights granted or created by this Restrictive Covenant are subject to any and all matters of record affecting the Property.
- M. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
- N. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto, contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.
- O. Counterparts. This Restrictive Covenant may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Executed on the date set forth in the acknowledgment below to be effective on _____, 20__.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by _____ of Carma Easton LLC, a Texas limited liability
company, on behalf of such limited liability company.

Notary Public, State of Texas

ACCEPTED: DEVELOPMENT SERVICES DEPARTMENT

CITY OF AUSTIN

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

[illegible]

1. "My name is _____. I am _____ of Carma Easton LLC and am authorized by Carma Easton LLC to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this Affidavit. I have personal knowledge of the facts contained herein as an officer of the limited liability company who holds title to the property and I have recently reviewed the limited liability's records of ownership of this Property (as defined below).

2. There is no lien held by any person, including any bank or similar corporate person, against the property described on the attached and incorporated **Exhibit A** (the “*Property*”).

“Further Affiant sayeth not.”

CARMA EASTON LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, _____ of Carma Easton LLC, a Texas limited
liability company, on behalf of such limited liability company.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

Project Name: _____
Attn: _____ [Project Manager]
CIP No. _____ [if applicable]

EXHIBIT A

The Property

[see attached]

EXHIBIT B

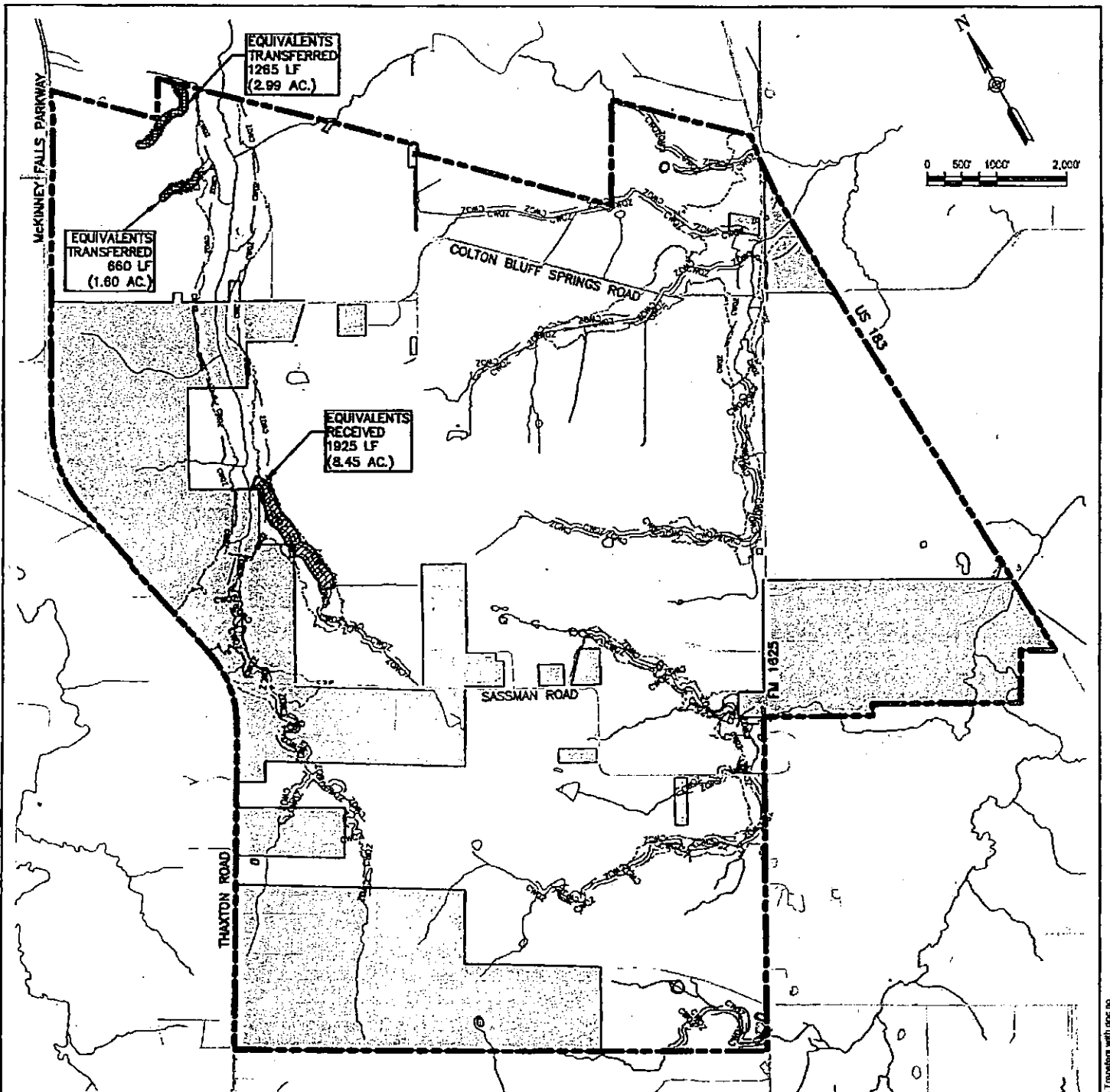
Drainage Facilities

[see attached]

EXHIBIT C

The Easement Tract

[see attached]



LEGEND

- AREA NOT INCLUDED IN PUD
- CWOZ — CRITICAL WATER QUALITY ZONE FOR MAJOR AND INTERMEDIATE WATERWAYS
- CWOZ — CRITICAL WATER QUALITY ZONE FOR MINOR WATERWAYS, DA 64-320 Ac.
- OVERALL PLANNING BOUNDARY
- 100 YR FLOODPLAIN
- TRIBUTARIES
- TRANSFERRING TRACT
- RECEIVING TRACT

TOTAL BUFFER ZONE EQUIVALENTS, LF

DOC. #	TRANSFERRED	RECEIVED
2014138937	1925	1925

EXHIBIT J

CRITICAL WATER QUALITY ZONE TRANSFERS PILOT KNOB PLANNED UNIT DEVELOPMENT

CB14-2012-0152

REC'D 8-2-2015

EXHIBIT K

**CRITICAL WATER QUALITY ZONE FOR MINOR WATERWAYS
TRANSFERRING AND RECEIVING RESTRICTIVE COVENANT NO.**

GRANTOR: CARMA EASTON LLC, a Texas limited liability company

GRANTOR'S ADDRESS: 11501 Alterra Parkway, Suite 100, Austin, Texas 78758

CONSIDERATION: Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Grantor, the receipt and sufficiency of which is acknowledged:

PROPERTY: That certain real property in Travis County, Texas described in Exhibit A to each Strategic Partnership Agreement between the City of Austin and each of Pilot Knob Municipal Utility Districts Nos. 1, 2, 3, 4 and 5, attached as Exhibit 1 to those certain Ordinances Nos. 20120524-035, 20120524-036, 20120524-037, 20120524-038 and 20120524-039 and filed of record as Documents Nos. 2012100037, 2012100038, 2012100039, 2012100040 and 2012100041, respectively, in the Official Public Records of Travis County, Texas, to which instruments and their respective record references are now here made for all pertinent purposes

TRANSFERRING TRACT: That certain real property in Travis County, Texas described on Exhibit A attached hereto and incorporated herein by reference.

RECEIVING TRACT: That certain real property in Travis County, Texas described on Exhibit B attached hereto and incorporated herein by reference.

WHEREAS, Grantor is the owner of the Transferring Tract and the Receiving Tract; and

WHEREAS, the above-described Transferring Tract is located within one or more of Pilot Knob Municipal Utility District No. 1, Pilot Knob Municipal Utility District No. 2, Pilot Knob Municipal Utility District No. 3, Pilot Knob Municipal Utility District No. 4 and Pilot Knob Municipal Utility District No. 5, each a political subdivision of the State of Texas created and operating under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (each a "MUD" and, collectively, the "MUDs"); and

WHEREAS, the above-described Receiving Tract is located within one or more of the MUDs; and

WHEREAS, the City of Austin and the Grantor entered into a Consent Agreement with each of the MUDs, each such Consent Agreement being effective as of April 13, 2012, and Austin City Council approved the Consent Agreements in Ordinance Nos. 20120322-031, 20120322-032, 20120322-033, 20120322-034 and 20120322-035 (collectively, the “**Consent Agreement**”); and

WHEREAS, the Consent Agreement provides that, with respect to waterways having a contributing drainage area of less than 320 acres but more than 64 acres, Grantor is required to provide a setback, herein and in the PUD referenced as a Critical Water Quality Zone for minor waterways (“**CWQZ**”), of 50 feet from the centerline of such waterway; and

WHEREAS, where the provision of such CWQZ causes hardship on the development of the property located within the MUDs, the Consent Agreement provides that a one-for-one credit based on linear foot of waterway will be given for each of the following: (i) providing a 50 foot CWQZ from the centerline of waterways having a contributing drainage area of less than 64 acres, and/or (ii) increasing the CWQZ width established by the 50 foot centerline setback (total width of 100 feet centered on the waterway) to an average total width of 200 feet for waterways having a contributing drainage area of less than 320 acres but more than 64 acres, which added CWQZ width does not need to be centered on the centerline of such Minor Waterway; and

WHEREAS, Grantor intends to transfer some or all of the linear feet of the CWQZ available for transfer from the Transferring Tract to the Receiving Tract in accordance with all applicable Consent Agreement requirements;

NOW, THEREFORE, it is declared that the Owner of the Transferring Tract and the Owner of the Receiving Tract, for consideration, shall hold, sell, and convey the Transferring Tract and Receiving Tract subject to the following covenants and restrictions by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Transferring Tract and Receiving Tract, its heirs, successors, and assigns.

1. In accordance with the Consent Agreement, the entire Receiving Tract is deemed to be included within the CWQZ. Except as allowed under applicable law, no use will be made of the Receiving Tract, or on the Receiving Tract, that is inconsistent with the uses permitted in the Consent Agreement for real property located in the CWQZ.
2. In accordance with the Consent Agreement, none of the Transferring Tract will be subject to any restrictions or limitations relating to real property located in a CWQZ.
3. Taking into consideration the property being designated as Transferring Tract(s) and Receiving Tract(s) in this restrictive covenant, no linear feet of the Transferring Tract remain available for future transfer, based upon the criteria set out in the Consent Agreement and as reflected in **Exhibit C** attached hereto and incorporated herein by reference. Further, **Exhibit D** attached hereto and incorporated herein by reference reflects the cumulative Transferring Tracts and Receiving Tracts within the Property since, and including those reflected in, the recording of that certain Setback/Waterway Buffer Zone Transferring and Receiving Restrictive Covenant No. 1 as Document No. 2014138937 in the Official Public Records of Travis County, Texas.

4. The Grantor shall place on the preliminary, final and construction plans (i) a note noting this recorded Restrictive Covenant document number, (ii) if any portion of the Transferring Tract is within the boundary of the current plat application, a note and detailed drawing of such portion of the Transferring Tract, and (iii) if the Receiving Tract is within the boundary of the current plat application, a note and detailed drawing of the portion of the Receiving Tract located thereon.
5. The Transferring Tract and Receiving Tract shall be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions, which shall run with the Transferring Tract and Receiving Tract and shall be binding on all parties having any right, title or interest in or to the Transferring Tract or Receiving Tract or any portion thereof, their heirs, legal representatives, successors, and assigns.
6. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
7. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
8. If, at any time, the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
9. This Restrictive Covenant may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the Official Records of Travis County, Texas, executed, acknowledged and approved by (a) the Director of the Development Services Department of the City of Austin or successor department; (b) if such modification, amendment or termination relates to the Transferring Tract, all of the Owners of the Transferring Tract at the time of the modification, amendment, or termination and any mortgagees then holding a security interest on any portion of the Transferring Tract; and (c) if such modification, amendment or termination relates to the Receiving Tract, all of the Owners of the Receiving Tract at the time of the modification, amendment, or termination and any mortgagees then holding a security interest on any portion of the Receiving Tract. Such action only becomes effective after it is reduced to writing, signed by all required Parties and their respective mortgagees, if any, and the Director of the Development Services Department of the City of Austin or its successor department and filed in the Real Property Records of Travis County, Texas.

All citations to the Land Development Code shall refer to the Austin City Code, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

[signatures follow on the next page]

EXECUTED on the date set forth in the acknowledgment below to be effective this ____ day of _____, 20__.

GRANTOR:

CARMA EASTON LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

Before me _____, Notary Public, on this day personally appeared _____, _____ of Carma Easton LLC, a Texas limited liability company, known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on _____, 20__.

Notary Public, State of Texas

ACCEPTED: DEVELOPMENT SERVICES DEPARTMENT

CITY OF AUSTIN

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Assistant City Attorney

“Further Affiant sayeth not.”

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by _____, _____ of Carma Easton LLC, a Texas
limited liability company, on behalf of such limited liability company.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

Project Name: _____
Attn: _____ [Project Manager]
CIP No. _____ [if applicable]

EXHIBIT A

Transferring Tract

[see attached property description(s)]

EXHIBIT B

Receiving Tract

[see attached property description(s)]

EXHIBIT C

Current Buffer Zone Transfers

[see attached]

EXHIBIT D

Cumulative Buffer Zone Transfers

[see attached]

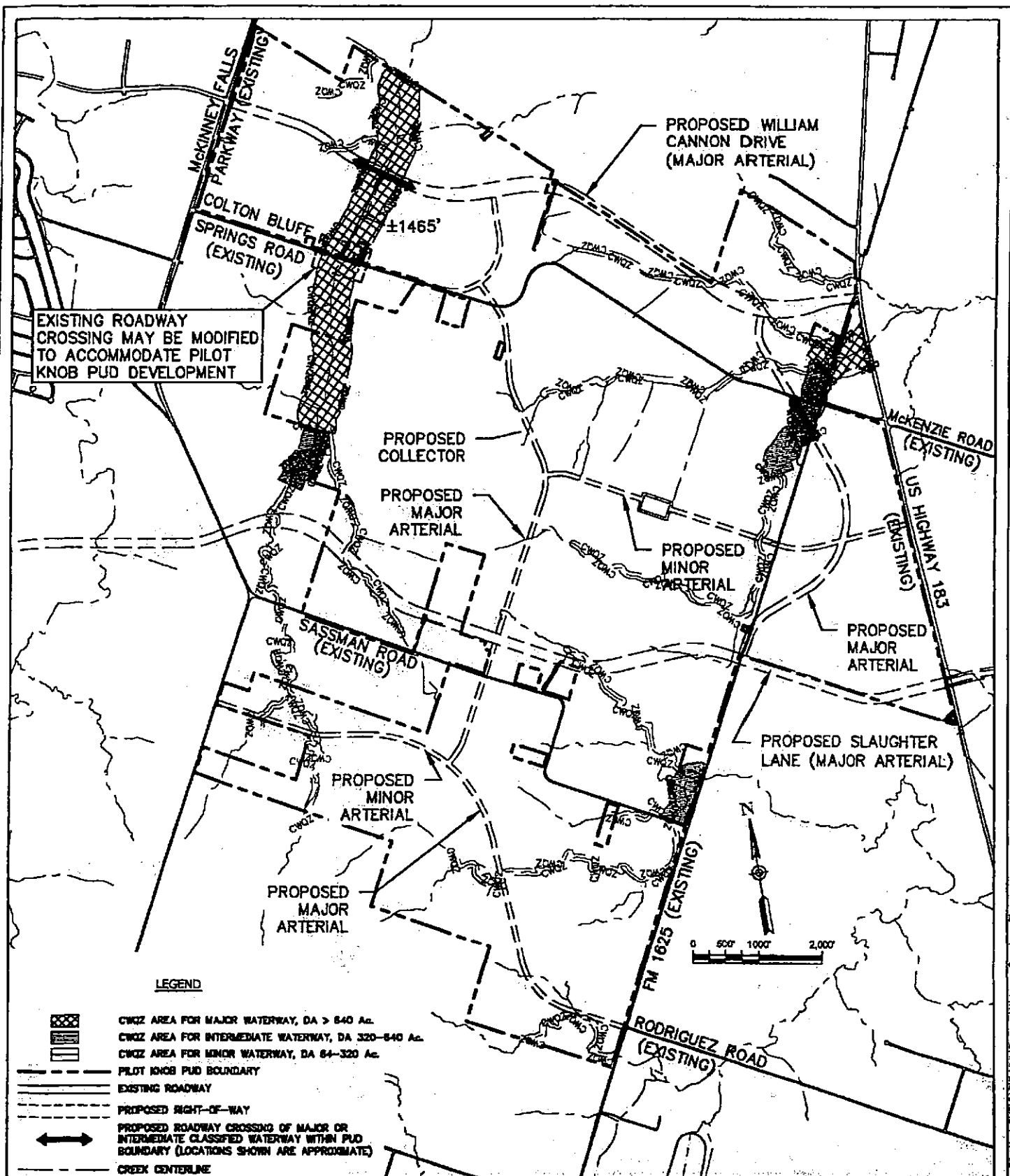


EXHIBIT L **PROPOSED WATERWAY CROSSINGS** **PILOT KNOB PLANNED UNIT DEVELOPMENT**

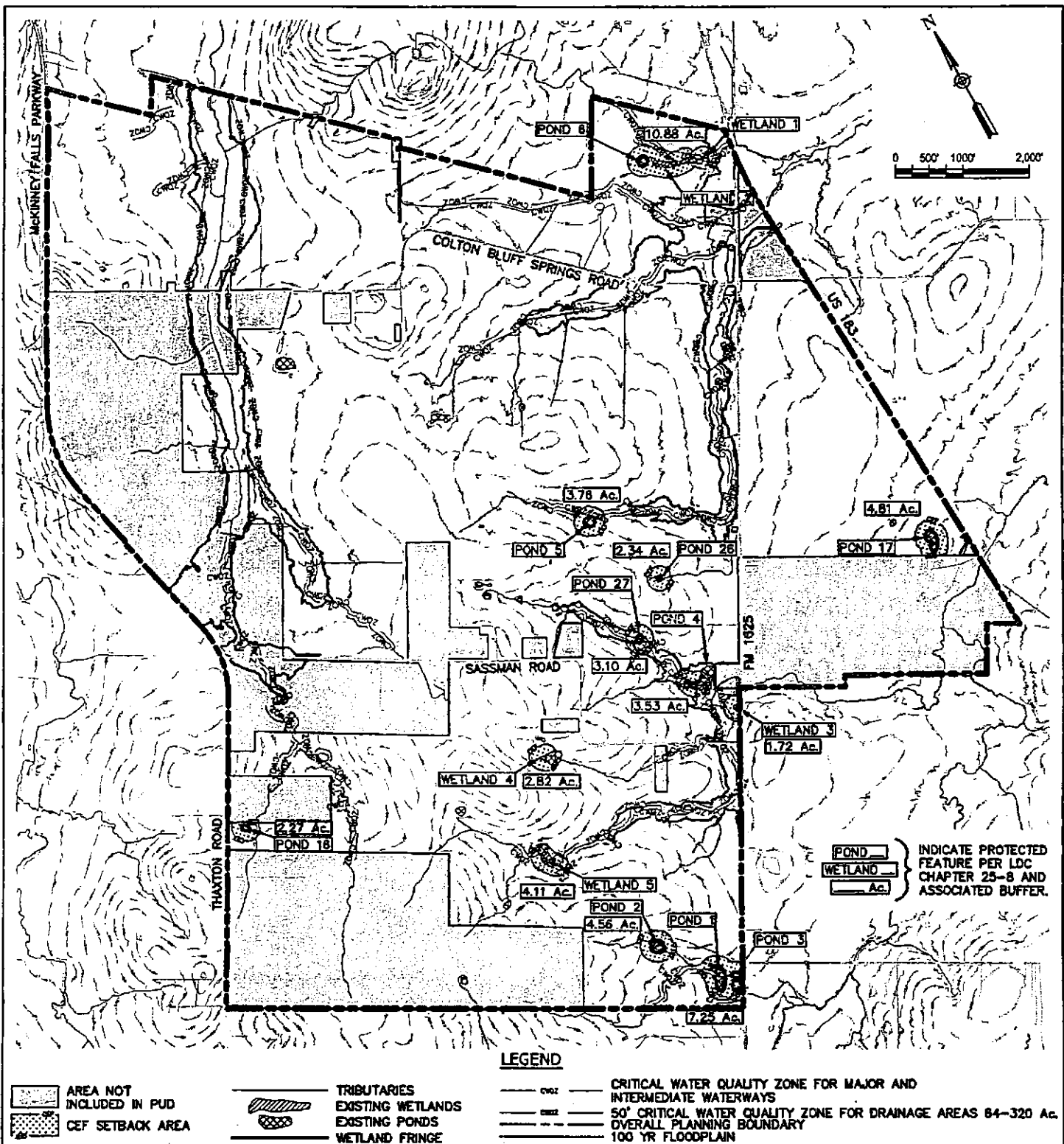


EXHIBIT M **WETLAND TRANSFER EXHIBIT** **PILOT KNOB PLANNED UNIT DEVELOPMENT**

EXHIBIT N

**WETLANDS TRANSFERRING AND RECEIVING
RESTRICTIVE COVENANT NO.**

GRANTOR: CARMA EASTON LLC, a Texas limited liability company

GRANTOR'S ADDRESS: 11501 Alterra Parkway, Suite 100, Austin, TX 78758

CONSIDERATION: Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Grantor, the receipt and sufficiency of which is acknowledged:

PROPERTY: That certain real property in Travis County, Texas described in Exhibit A to each Strategic Partnership Agreement between the City of Austin and each of Pilot Knob Municipal Utility Districts Nos. 1, 2, 3, 4 and 5, attached as Exhibit 1 to those certain Ordinances Nos. 20120524-035, 20120524-036, 20120524-037, 20120524-038 and 20120524-039 and filed of record as Documents Nos. 2012100037, 2012100038, 2012100039, 2012100040 and 2012100041, respectively, in the Official Public Records of Travis County, Texas, to which instruments and their respective record references are now here made for all pertinent purposes

TRANSFERRING TRACT: That certain real property in Travis County, Texas described on Exhibit A attached hereto and incorporated herein by reference.

RECEIVING TRACT: That certain real property in Travis County, Texas described on Exhibit B attached hereto and incorporated herein by reference.

WHEREAS, Grantor is the owner of the Transferring Tract and the Receiving Tract; and

WHEREAS, the above-described Transferring Tract is located within one or more of Pilot Knob Municipal Utility District No. 1, Pilot Knob Municipal Utility District No. 2, Pilot Knob Municipal Utility District No. 3, Pilot Knob Municipal Utility District No. 4 and Pilot Knob Municipal Utility District No. 5, each a political subdivision of the State of Texas created and operating under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (each a "MUD" and, collectively, the "MUDs"); and

WHEREAS, the above-described Receiving Tract is located within one or more of the MUDs; and

EXHIBIT V

AFFORDABLE HOUSING RESTRICTIVE COVENANT

OWNER:

ADDRESS:

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Owner to the City of Austin, the receipt and sufficiency of which is acknowledged.

PROPERTY:

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. At least ten (10) percent of the dwelling units on the Property must be available to house persons whose household income is equal to or less than eighty (80) percent of the median family income in the Austin statistical metropolitan area, as determined by the director of the City of Austin's Neighborhood Housing and Community Development Office, for a period of (i) 40 years from the date a certificate of occupancy is issued for rental units; and (ii) 99 years for ownership units from the date of sale and transfer to an income eligible household. Ownership units must be sold at a price affordable to a household at 80% or below MFI and transferred to the owner subject to a resale restricted, shared equity agreement approved by the director of Neighborhood Housing and Community Development. The base rent charged by the owner of the Project for the affordable rental units shall not exceed the rent limit for 80% AMFI households paying no more than 28% of household income towards housing.
2. The Neighborhood Housing and Community Development Office will conduct compliance and monitoring of the affordability requirements of this restrictive covenant. The director of Neighborhood Housing and Community Development shall establish compliance and monitoring rules and criteria for implementing the affordability requirements of this restrictive covenant.
3. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
4. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
5. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

6. 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, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED to be effective the _____ day of _____, 20__.

OWNER:

By: _____

Officer Name
Officer Title

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me _____, Notary Public, on this day personally
appeared _____, _____ of This instrument was acknowledged before me on
this _____ day of _____, 20__, by _____ of

Notary Public, State of Texas