

## RESTRICTIVE COVENANT TERMINATION REVIEW SHEET

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**CASE:** C14-98-0150 (RCT)

**Z.A.P. DATE:** April 20, 2010

**ADDRESS:** East Wells Branch Parkway

**OWNER/APPLICANT:** HW Tosca Investments LP (Shannon Martinez)

**AGENT:** Metcalfe Williams, LLP (Michele Rogerson)

**EXISTING ZONING:** GR, MF-2

**AREA:** 36.36 acres

### **SUMMARY STAFF RECOMMENDATION:**

Staff recommends the applicant's request to terminate the restrictive covenant to eliminate the restrictions placed upon the property in question.

### **DEPARTMENT COMMENTS:**

The property in question is a large undeveloped tract of land located at the recently constructed intersection of East Wells Branch Parkway and Heatherwilde Boulevard. There is GR-CO and IP-CO zoning to the west of the site, across Heatherwilde Boulevard. The tracts of land to the north, south and east are located within the County. All of the surrounding properties are currently undeveloped.

The applicant is requesting to terminate this public restrictive covenant because they are in the process of re-zoning the property in question to the GR-MU, Community Commercial-Mixed Use Combing District (Zoning Case C14-2009-0135). The current restrictive covenant contains conditions for a Traffic Impact Analysis that are associated with zoning case C14-98-0150. If the re-zoning of this property is approved, then the conditions for a new TIA will be adopted in a new restrictive covenant for this site.

The staff recommends the applicant's request to terminate the restrictive covenant for this tract of land because the conditions of the existing covenant will be replaced by a new public restrictive covenant with the accompanying re-zoning case. The termination of this RC will allow for a new TIA to be conducted that will take into account a mixture retail, multifamily and commercial uses to be permitted on the overall site.

The applicant agrees with the staff's recommendation.

### **ZONING AND PLATTING COMMISSION RECOMMENDATION:**

4/20/10: Postponed to May 4, 2010 at the neighbor's request (7-0); S. Baldrige-1<sup>st</sup>, D. Tiemann-2<sup>nd</sup>.

### **EXISTING ZONING AND LAND USES:**

	<b>ZONING</b>	<b>LAND USES</b>
<i>Site</i>	GR, MF-2	Undeveloped
<i>North</i>	I-RR, County	Undeveloped
<i>South</i>	County	Undeveloped Tract, Single-Family Residential Neighborhood

<i>East</i>	IP-CO, GR-CO	Undeveloped
<i>West</i>	County	Undeveloped

**AREA STUDY:** N/A**TIA:** N/A**WATERSHED:** Harris Creek**DESIRED DEVELOPMENT ZONE:** No**CAPITOL VIEW CORRIDOR:** N/A**HILL COUNTRY ROADWAY:** Yes**NEIGHBORHOOD ORGANIZATIONS:**

Austin Monorail Project  
 Austin Parks Foundation  
 Home Builders Association of Greater Austin  
 Homeless Neighborhood Association  
 League of Bicycling Voters  
 Pflugerville Independent School District  
 Sierra Club, Austin Regional Group  
 The Real Estate Council of Austin, Inc.

**CASE HISTORIES:**

NUMBER	REQUEST	COMMISSION	CITY COUNCIL
C14-06-0070	LI-CO to SF-2	7/18/06: Approved staff's recommendation of SF-2-CO by consent, the CO is a fifty (50) foot building setback from the southern property line and a twenty-five foot vegetative buffer, within the building setback, along the southern property line to separate the proposed residential uses from the existing industrial uses developed to the south. (6-0, B. Baker, J. Martinez, J. Gohil-absent); M. Hawthorne-1 <sup>st</sup> , J. Pinnelli-2 <sup>nd</sup>	8/24/06: Approved SF-2-CO zoning (6-0, Kim-off dias); all 3 readings
C14-04-0212	I-RR to Tract 1: MF-2, Tract 2: LI	3/29/05: Approved staff's recommendation for MF-2-CO zoning for Tract 1 and LI-CO zoning for Tract 2 by consent (9-0)	4/28/05: Granted MF-2-CO for Tract 1 and LI-CO for Tract 2 (5-0-McCracken/Wynn-off the dias ); all 3 readings
C14-04-0120	I-LI to LI	9/7/04: Approved staff's recommendation of LI-CO by consent (8-0, J. Martinez-absent)	10/21/04: Approved LI-CO zoning (7-0); all 3 readings
C14-00-2079	I-RR to IP, GR	12/05/00: Approved staff rec. of GR-CO (TR1) & IP-CO (TR2), with TIA conditions and prohibiting the following uses on	7/19/01: Approved GR-CO (TR1) & IP-CO (TR2), (6-0); all 3 readings

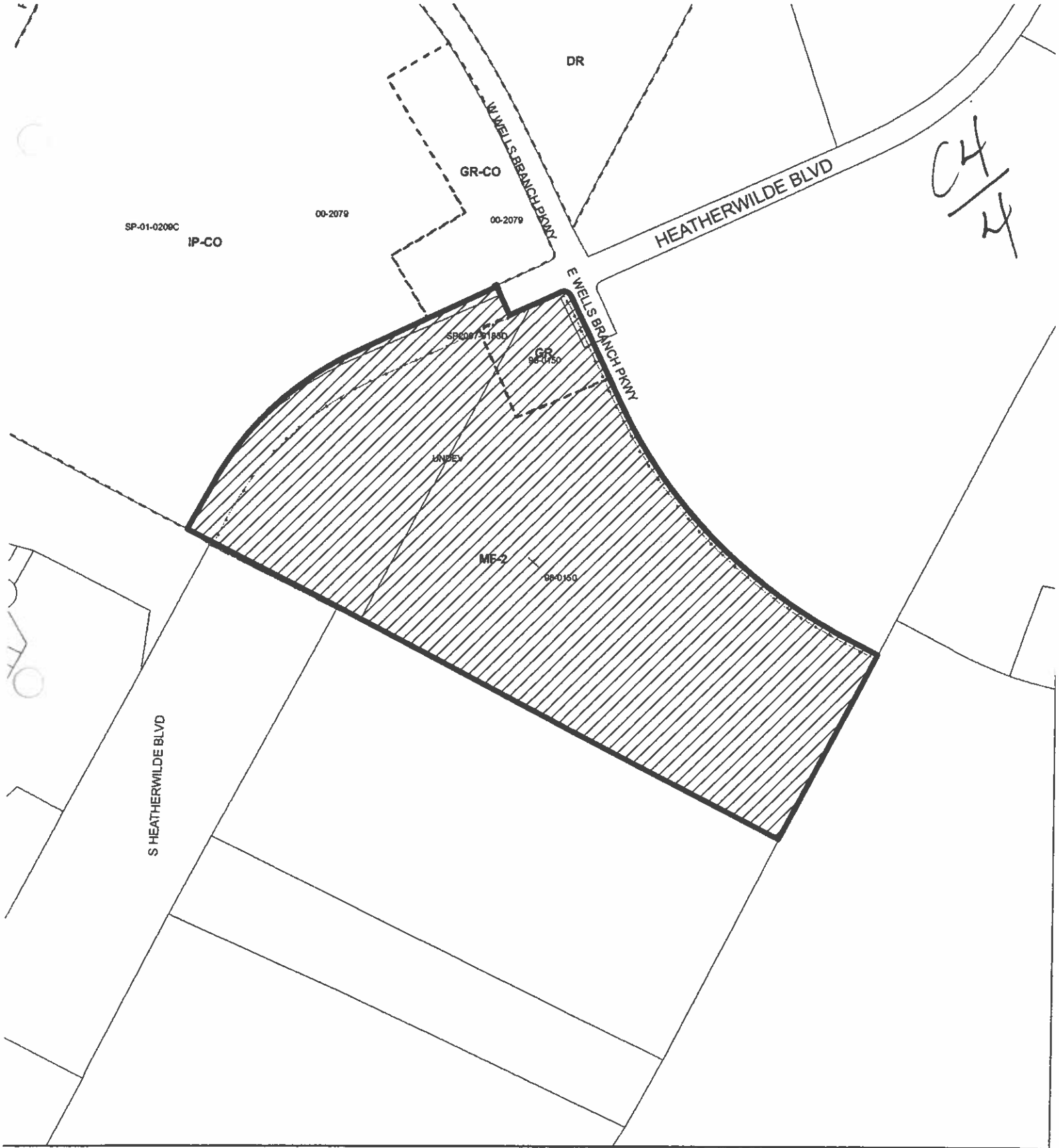
		Tract 2: Agricultural Sales and Services, Art and Craft Studio(Industrial), Automotive Rentals, Automotive Repair Services, Convenience Storage, Medical Offices(exceeding 5,000 sq.ft.), Off-Site Accessory Parking, Outdoor Sports and Recreation, Personal Services, Plant Nursery, Restaurant(Drive-in, Fast Food), Service Station, Community Recreation (Public), Congregate Living, Day Care Service (Commercial), Maintenance and Service Facilities, Railroad Facilities, Residential Treatment (Vote:8-0)	
C14-99-2016	I-RR to RR	1/25/00: Approved staff rec. of RR (TR1) & DR (TR2) by consent (6-2, GW/BB-Nay)	3/02/00: Approved PC rec. of RR (TR1) & DR (TR2) on 1 <sup>st</sup> reading (7-0)  6/29/00: Approved 2 <sup>nd</sup> /3 <sup>rd</sup> readings (7-0)
C14-98-0265	AV to LI	5/25/99: Approved staff rec. of LI-PDA w/ condition regarding bicycle parking	6/3/03: Approved LI-PDA w/ conditions (7-0); all 3 readings-on emergency passage
C14-98-0150	I-RR to MF-2, GR	4/20/99: Approved staff rec. of MF-2 (TR1) & GR (TR2) by consent (7-0)	5/20/99: Approved PC rec. of MF-2 (TR1) & GR (TR2) w/conditions (7-0); 1 <sup>st</sup> reading  7/01/99: Approved MF-2 (TR1) & GR (TR2) w/conditions (6-0); 2 <sup>nd</sup> /3 <sup>rd</sup> readings




**RELATED CASES:** C14-98-0150 (Original Zoning Case)  
C14-2009-0135 (Current Re-zoning Case)

**ABUTTING STREETS:**

NAME	ROW	PAVEMENT	CLASSIFICATION
Howard Lane	130'	2@30'	Arterial
Heatherwilde/Arterial #14	Not yet constructed	Not yet constructed	Arterial

**CITY COUNCIL DATE:****ACTION:****ORDINANCE READINGS:** 1<sup>st</sup>2<sup>nd</sup>3<sup>rd</sup>**ORDINANCE NUMBER:****CASE MANAGER:** Sherri Sirwaitis**PHONE:** 974-3057,  
[sherri.sirwaitis@ci.austin.tx.us](mailto:sherri.sirwaitis@ci.austin.tx.us)



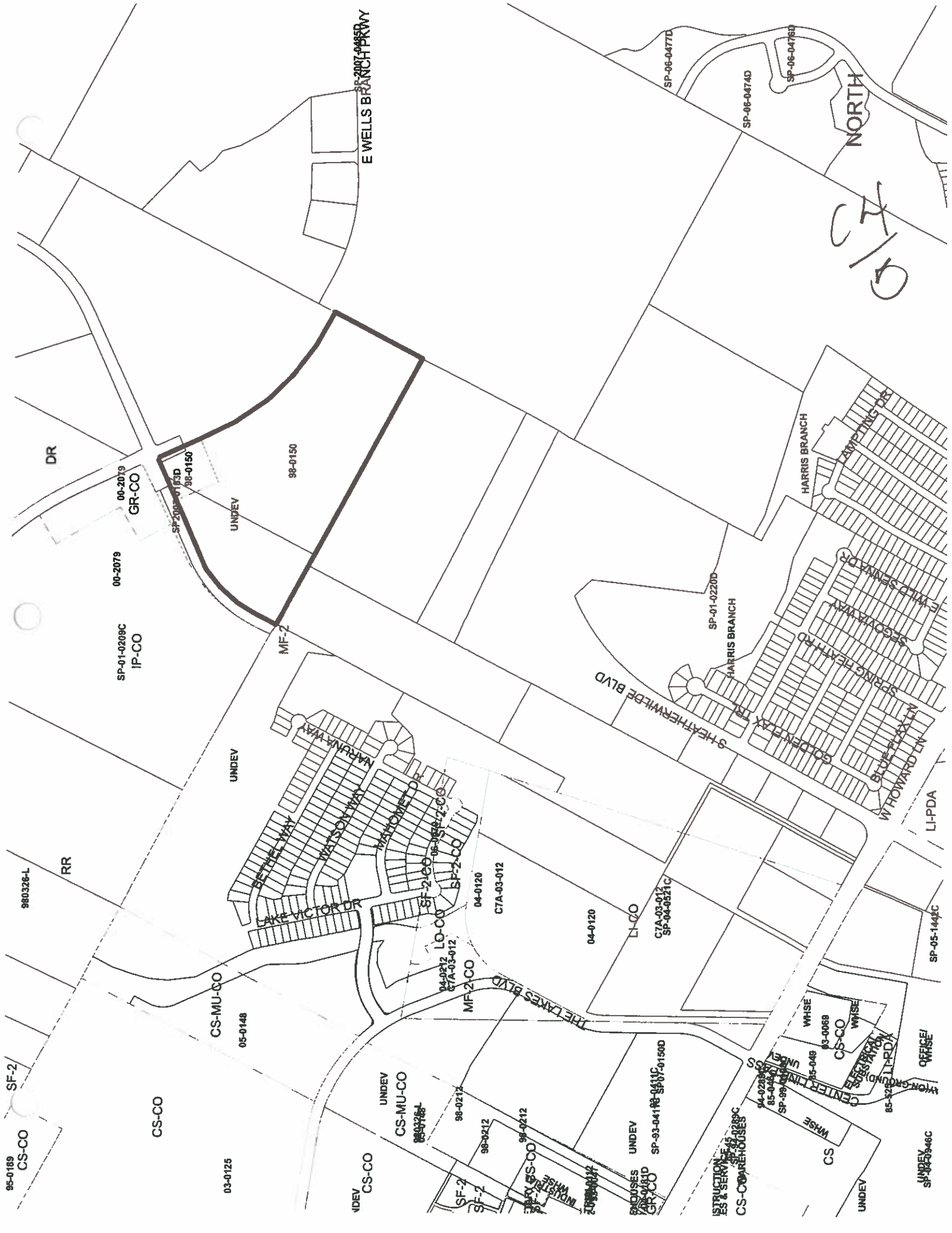
-  **SUBJECT TRACT**
-  **ZONING BOUNDARY**
-  **PENDING CASE**
- OPERATOR: S. MEEKS**

**ZONING**

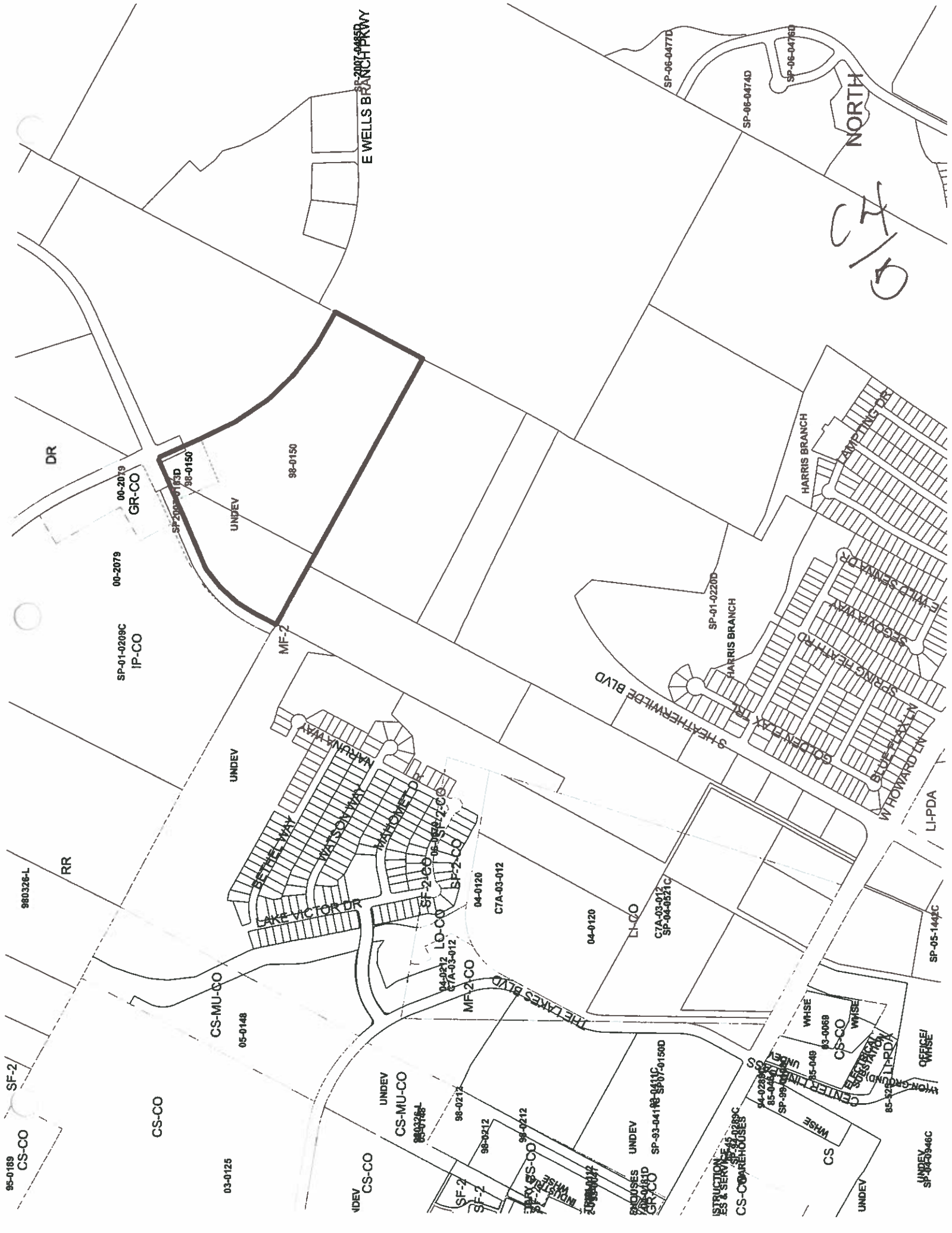
<b>ZONING CASE#:</b>	<b>C14-98-0150(RCT)</b>
<b>ADDRESS:</b>	<b>E WELLS BRANCH PKWY</b>
<b>SUBJECT AREA:</b>	<b>36.46 ACRES</b>
<b>GRID:</b>	<b>N36</b>
<b>MANAGER:</b>	<b>S. SIRWAITIS</b>



This map has been produced by G.I.S. Services for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



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October 13, 2009

Mr. Greg Guernsey  
Planning & Development Review Department  
City of Austin  
505 Barton Springs Road, 5<sup>th</sup> Floor  
Austin, TX 78704

**VIA HAND DELIVERY**

RE: HW-Tosca, 36.46 acres located at 100 E. Wells Branch Parkway near the southeast corner of S. Heatherwilde Boulevard and E. Wells Branch Parkway ("Property"), request for rezoning from GR and MF-2 to GR-MU.

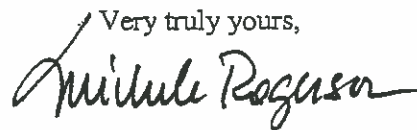
Dear Mr. Guernsey:

As representatives of the owner of the above-captioned Property, we respectfully submit this letter and enclosed rezoning application. The project is entitled HW-Tosca. The owner intends to develop the Property with a mix of uses including retail, multi-family and commercial.

The proposed rezoning to allow a mix of uses in this area is intended to complement the needs of the area. The Property is bounded on the north by the City of Pflugerville and on the east and south by City of Austin 2-mile ETJ.

A Traffic Impact Analysis (TIA) is required with this rezoning case. Currently, there is a TIA restrictive covenant on the Property that was associated with a previous zoning case. A Restrictive Covenant Termination application will be filed with the rezoning application to terminate document number 1999065165. We respectfully request that both applications run concurrently through the process.

Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Very truly yours,  


Michele Rogerson

Enclosures

cc: Sherri Sirwaittis, Planning and Development Review Department (via hand delivery without enclosures)  
Shannon Martinez, Spertus Investments LLC (via electronic mail without enclosures)  
Steven C. Metcalfe, firm

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990701-85  
Zoning Case No. C14-98-0150**RESTRICTIVE COVENANT**

**OWNER:** NEW WELLS POINT PARTNERS, LTD., a Texas Limited Partnership

**ADDRESS:** 5300 Bee Caves Road, Bldg. 1, Suite 220, Austin, Texas 78746

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

**PROPERTY:** Tract 1: A 37.29 acre tract of land out of the L.C. Cunningham Survey No. 63, in Travis County, Texas, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this ordinance,

Tract 2: A 2.07 acre tract of land out of the L.C. Cunningham Survey No. 63, in Travis County, Texas, the tract of land being more particularly described by metes and bounds in Exhibit "B" incorporated into this ordinance,

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. Notwithstanding any other provision of the City Code applicable to the Property on the effective date of this restrictive covenant or at the time an application for approval of a site plan or building permit is submitted, no site plan for development of the Property or any portion of the Property shall be approved or released, and no building permit for construction of a building on the Property, shall be issued if the completed development or uses authorized by the proposed site plan or building permit, considered cumulatively with all existing or previously authorized development and uses of the Property, generates traffic exceeding the total traffic generation for the Property as specified in that certain Traffic Impact Analysis ("TIA") prepared by Robert J. Halls & Associates, dated December 1998 and revised March 17, 1999. The TIA shall be kept on file at the Department of Review and Inspection and shall be available for public review.
2. All development on the Property is subject to the recommendations contained in a memorandum from the Transportation Review Section of the Development Review and Inspection Department, dated April 1, 1999.
3. At the request of the Owner of the affected Property, an updated or amended TIA may be approved administratively by the Director of the Development Review and Inspection Department.
4. 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

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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.

5. 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.
6. 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.
7. 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 this the 24<sup>th</sup> day of June, 1999.

OWNER:


**NEW WELLS POINT PARTNERS, LTD.**  
a Texas Limited Partnership

By: SMCI, General Partner

By: Spertus Investments LLC,  
a Texas limited liability corporation,  
Managing Agent

By:   
Karen L. Burks, President

APPROVED AS TO FORM:

  
Printed name: DAVID ALLAN SMITH  
Assistant City Attorney  
City of Austin

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 24<sup>th</sup> day of June, 1999, by KAREN L. BURKS, President of Spertus Investments LLC, a limited liability corporation, on behalf of said corporation, and the corporation acknowledged this instrument as managing agent on behalf of SMCI, General Partner, of New Wells Point Partners Ltd., a Texas limited partnership.



Lori Ann Reeves  
Notary Public, State of Texas

After Recording, Please Return to:

City of Austin

Department of Law

P. O. Box 1546

Austin, Texas 78767-1546

Attention: Diana Minter, Legal Assistant

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Village @ Northtown, Ltd.

**SIXTH AMENDMENT TO AGREEMENT CONCERNING CREATION AND  
OPERATION OF NORTHTOWN MUNICIPAL UTILITY DISTRICT**

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

KNOW ALL PERSONS BY THESE PRESENTS:

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**THIS SIXTH AMENDMENT TO AGREEMENT** is made by and between the City of Austin, a Texas municipal corporation ("City"), and Northtown Municipal Utility District, a political subdivision of the State of Texas created and operating as a municipal utility district pursuant to Chapters 54 and 49, Texas Water Code (the "District").

**WHEREAS**, by and through its adoption of Ordinance No. 840503-0, the Austin City Council granted its consent to the creation of Northtown Municipal Utility District and authorized execution of that certain "Agreement Concerning Creation and Operation of Northtown Municipal Utility District" setting forth terms and conditions for creation and operation of the District; and

**WHEREAS**, the "Agreement Concerning Creation and Operation of Northtown Municipal Utility District" was executed by and between the City, the District and Pflugerville Joint Venture, a Texas joint venture comprised of Bill Milburn, Inc. and William T. Gunn, on or about October 18, 1984; and

**WHEREAS**, the Consent Agreement was amended by that certain "First Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about April 16, 1990; by that certain "Second Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about December 1, 1993; by that certain "Third Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about November 30, 1994; by that certain "Fourth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about August 25, 1997; and by that certain "Fifth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about February 23, 2000 (the Consent Agreement, as modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment being hereinafter referred to as the "Consent Agreement"); and

**WHEREAS**, the District has proposed the amendment of the approved Land Plan for the District (i) to modify the designated land use for those certain 271.148 acre and 26.221 acre tracts within the District which are currently owned by Village @ Northtown, Ltd., and (ii) to modify the designated land use for that certain 29.551 acre tract within the District which is currently owned by Jeffercindershan, Ltd., said tracts being respectively described by Attachment 1, Attachment 2, and Attachment 3 to this Sixth Amendment; and

**WHEREAS**, the District has further proposed the amendment of the approved Land Plan for the District to make the roadway system reflected thereon consistent with current regional roadway plans; and

**WHEREAS**, the District has further proposed certain text amendments to the Consent Agreement which are set forth below; and

**WHEREAS**, the relevant City departments, boards and commissions have reviewed the proposed modifications of the Land Plan and the proposed Consent Agreement text amendments and have no objections to same;

**NOW, THEREFORE**, the City and the District hereby agree as follows:

## **ARTICLE I AMENDMENT OF MUD LAND PLAN**

**1.01** The Consent Agreement is hereby amended by substituting the Land Plan attached to this Sixth Amendment as Exhibit "G" in place of the Land Plan currently attached to the Consent Agreement as Exhibit "G".

**1.02** All references to the Land Plan after the date of this Sixth Amendment shall refer to the revised Land Plan.

## **ARTICLE II AMENDMENT OF TEXT OF CONSENT AGREEMENT**

**2.01** The Consent Agreement is hereby amended by adding a new Section L to Article XII which shall read as follows:

- L. With regard to those certain 271.148 acre, 26.221 acre and 29.551 acre tracts of land within the District which are respectively described by metes and bounds in Attachment 1, Attachment 2 and Attachment 3 hereto (all of which tracts are collectively referred to hereinafter as the "Village at Northtown Property"), the following standards and procedures shall govern the City's consideration of requested amendments to the Land Plan, notwithstanding anything else in this Consent Agreement, or on the Land Plan, or in the notes on the Land Plan which may be in conflict with these standards and procedures:
  - 1. The areas of the Village at Northtown Property which are designated on the Land Plan for residential uses, including the multi-family and single-family attached areas, shall collectively be limited to a maximum of 4,399 residential dwelling units.
  - 2. Subject to the overall cap on the number of residential dwelling units set forth in Subsection L.1. above, the total number of multi-family dwelling units on the Village at Northtown Property

may not exceed the product of the gross acres of the Village at Northtown Property designated for multifamily use on the Land Plan times 22 units per acre (the term "multifamily" being understood and agreed to be the equivalent of those types of residential uses permitted in the various MF Multifamily Residence District zoning classifications under the Austin City Code as of the date hereof).

3. Subject to the overall cap on the number of residential dwelling units set forth in Subsection L.1.above, the total number of single-family attached dwelling units on the Village at Northtown Property may not exceed the product of the gross acres of the Village at Northtown Property designated for single-family attached use on the Land Plan times 14 units per acre (the term "single-family attached" being understood and agreed to be the equivalent of those types of residential uses permitted in the SF-5 Urban Family Residence District and SF-6 Townhouse and Condominium Residence District zoning classifications under the Austin City Code as of the date hereof).

4. Amendments to that part of the Land Plan which includes the Village at Northtown Property shall be approved on behalf of the City administratively by the Director of the Neighborhood Planning and Zoning Department (or such other City department which shall succeed to its duties) provided that the proposed amendment:

- a. has been approved by the Board of Directors of the District, such approval to be evidenced by resolution or order duly adopted in an open meeting, which includes a finding that water and wastewater utility capacity and facilities are or will be available to serve the areas affected by the proposed amendment;
- b. does not include a land use type that is more intense than the existing permitted uses on the Village at Northtown Property;

- c. does not amend a site development regulation applicable to the Village at Northtown Property;
  - d. does not increase the intensity of a land use which is adjacent to other land used, platted or designated on the Land Plan for detached single-family residential purposes;
  - c. does not amend a condition of approval of the Consent Agreement;
  - f. does not increase land use intensity or density in an area of the Village at Northtown Property without decreasing land use intensity or density, as the case may be, an equivalent amount in another area of the Village at Northtown Property;
  - g. does not shift development intensity in a manner that results in an "E" or "F" level of service on a roadway segment or intersection within the District.
5. Applications for amendments to the Land Plan which do not meet the criteria for administrative approval by the City as set forth above must be approved by the City Council, after recommendation by the City Zoning and Platting Commission.
6. Except to the extent in conflict herewith, the application requirements and procedures for Land Plan amendments set forth in the Austin City Code, as amended from time to time, shall apply.

**2.02** Article XII, Subsection F.2.a. of the Consent Agreement is amended to read hereafter as follows:

- a. The fire station site shown on the Land Plan attached hereto as Exhibit "G" shall be dedicated to the Travis County Emergency Services District No. 2 ("ESD") concurrently with the approval of a final subdivision plat containing the fire station site, or at such earlier time as the ESD may make a written request for such dedication to the owner of the land shown as the fire station site. The instrument of dedication to the ESD shall (i) restrict the use of the dedicated site to a fire station / emergency services facility

by language reasonably acceptable to the ESD and the City, and (ii) require the ESD to convey the land within the fire station site to the City for \$1.00 at such time as the City assumes the responsibility for fire fighting services within the District, provided that the City pays the ESD in accordance with applicable Texas law for the permitted improvements which at that time have been constructed and are existing on the fire station site. The instrument of dedication to the ESD shall additionally contain (i) a reservation of an access easement along the western boundary of the fire station site to provide joint access to the parkland located to the south of the fire station site, and (ii) such easements and covenants appurtenant to the fire station site as reasonably necessary to provide the location(s) for required storm water detention facilities off of the site. These provisions shall apply to the fire station site on the Village at Northtown Property notwithstanding anything to the contrary in Article XII, Section J.

**2.03** Article XII, Subsection F.1. of the Consent Agreement is amended to read hereafter as follows:

1. Approximately one hundred fifty-five (155) acres of land in the District, as shown on the Land Plan attached hereto as Exhibit "G", shall be dedicated to the District for Park and Green Space purposes. The District and the Director of the City's Parks and Recreation Department shall agree on the exact location and configuration of the Park and Green Space to be so dedicated at such times as subdivision plat applications are processed through the City for land which contains or which is adjacent to the various segments of the Park and Green Space as shown on the Land Plan.

The parties hereby acknowledge and agree that the District has on all dwelling units receiving water and sewer taps after November 23, 1992 the right, to the extent authorized by applicable law, to impose a \$300 fee at the time the water and sewer tap is made, and that the District shall have discretion to utilize the proceeds from the fee to acquire and improve Parks, Green Space and property for reclamation. If this fee is ever struck down by a court, then park development funds will be paid to the District by the developer at the time of each District bond sale, wherein the recipients of the bond proceeds will donate an amount equivalent to 15% of the total bond issue, until a total donation of \$1,770,000 has been received by the District in

parks fees and/or park development funds from bond proceeds.

In addition, with regard to those certain 271.148 acre, 26.221 acre and 29.551 acre tracts of land within the District which are respectively described by metes and bounds in Attachment 1, Attachment 2 and Attachment 3 hereto (all of which tracts are collectively referred to hereinafter as the "Village at Northtown Property"), the following special requirements shall apply:

- a. At such time as the first final subdivision plat application is processed through the City for land which contains or which is adjacent to the 1.03 acre Park shown on the Land Plan as being adjacent to the fire station site near the southeast corner of Heatherwilde Blvd. and John Henry Faulk Parkway, the owners of the Village at Northtown Property, or their successors or assigns in ownership of the land being final platted, shall be obligated to construct a 20-car parking lot on the said 1.03 acre Park, together with a trailhead which shall consist at a minimum of access from the parking lot to an existing or planned trail within the adjacent Green Space and a kiosk displaying area Parks and Green Spaces and their connecting trails. In its sole discretion, the City may require fiscal surety for such parking lot and trailhead construction, or the appropriate construction agreement in a form approved by the City Attorney and the attorney for the District, or both, as a condition of final plat approval.
- b. At such time as the first final subdivision plat application is processed through the City for any of the Village at Northtown Property which is to be used for residential purposes, the owners of the Village at Northtown Property, or their successors or assigns in ownership of the land being final platted, shall be obligated to contribute the sum of \$35,100.00 for park improvements in the District, or shall be obligated to construct an equivalent amount of park improvements in the District as approved by the City. The said sum was calculated by multiplying \$30,000.00 per acre times the number of acres which is equal to 10 acres minus the total acres of new Park to be dedicated out of the Village

at Northtown Property pursuant to this Sixth Amendment. To further explain, as presently shown on the Land Plan and described in this Sixth Amendment, 8.83 acres of new Park is to be dedicated out of the Village at Northtown Property. This is 1.17 acres less than 10 acres. Multiplying the 1.17 acres by \$30,000.00 per acre resulted in the said sum of \$35,100.00. The said sum shall be increased or decreased by the same formula if the exact amount of acreage of new Park dedicated out of the Village at Northtown Property is ultimately more or less than 8.83 acres, but in no event shall less than 7 acres of new Park be dedicated out of the Village at Northtown Property. Additionally, the said sum shall be increased by 2% on each anniversary of the effective date of this Sixth Amendment until paid. In its sole discretion, the City may require a cash contribution (either to the City or the District), or fiscal surety for park improvements, or the appropriate construction agreement in a form approved by the City Attorney and the attorney for the District, or some combination thereof, as a condition of final plat approval.

- c. At such time as any preliminary subdivision plat application is processed through the City for the 20.92 acre single family attached tract as shown on the Land Plan which is adjacent to dedicated Green Space in the District, the owners of the Village at Northtown Property, or their successors or assigns in ownership of the land being platted, shall be required to show on the preliminary plat a direct, unimpeded pedestrian connection between such Green Space and John Henry Faulk Parkway, ideally along a public street, and preferably in the eastern half of the said 20.92 acre single family attached tract. The precise details of location, design and construction shall be addressed during the final platting process. In its sole discretion, the City may require fiscal surety for such pedestrian connection, or the appropriate construction agreement in a form approved by the City Attorney and the attorney for the District, or both, as a condition of final plat approval.

- d. In addition, sidewalks or combination sidewalk / trails which are 8 feet in width shall be installed within the dedicated right-of-way of John Henry Faulk Parkway and Harris Branch Parkway which is situated inside the Village at Northtown Property to facilitate a link between the point at which the pedestrian connection described in the immediately preceding Subsection c. intersects with John Henry Faulk Parkway and the 22 acre Park as shown on the Land Plan. Each tract or parcel of land which is final platted along such path shall be subject to this requirement to provide for such sidewalk or sidewalk / trail construction as a condition of final plat approval and in accordance with the City Transportation Criteria Manual. These extra width sidewalks or sidewalk / trails shall be required on only one side of the road, however, with the determination of the appropriate side being made by the Director of the City's Parks and Recreation Department. Sidewalks on the opposite side of the road, if any, shall be of the width required by the Transportation Criteria Manual.
- e. At such time as the first final subdivision plat application is processed through the City for land which contains or which is adjacent to the 7.80 acre Park shown on the Land Plan as being located near the northeast corner of the Village at Northtown Property, the owners of the Village at Northtown Property, or their successors or assigns in ownership of the land being final platted, shall be obligated to (i) cause the construction of an 8 foot wide sidewalk or combination sidewalk / trail along Wells Branch Parkway between the 7.80 acre Park and the Green Space to its west as shown on the Land Plan, which shall be constructed in such a way as to provide an accessible connection to the then existing or planned trail in the Green Space, and (ii) perform on their previous agreement with the District to provide a safe pedestrian access across Wells Branch Parkway (subject to the required license approval from Travis County to cross the right-of-way of Wells Branch Parkway and any final requirements of the District), so as to provide continuous trail access to the 22 acre Park as shown on the Land Plan. In its sole discretion, the City may require fiscal surety for such sidewalk or

sidewalk / trail and pedestrian access improvements, or the appropriate construction agreement in a form approved by the City Attorney and the attorney for the District, or both, as a condition of final plat approval.

- f. It is agreed and understood that the 7.80 acre Park referred to in the immediately preceding Subsection c. shall not be acceptable for dedication as parkland for the purposes of this Consent Agreement and the Land Plan unless the drainage across the said Park (under both current and future fully developed conditions) is enclosed within an underground storm sewer pipe, except for the necessary inlet and outfall structures for such underground pipe which shall be installed as close to each end of the said Park as possible. It is further agreed and understood that the 7.80 acre Park referred to in the immediately preceding Subsection e. shall not be acceptable for dedication as parkland for the purposes of this Consent Agreement and the Land Plan if the said Park is bisected by the extension of a public road through it. Unless the conditions described in this Subsection F.1.f. are met, another parkland tract of equal size must be established at another location which is acceptable to the City and the District.
- g. All park related improvements to be constructed by the owners of the Village at Northtown Property, or their successors or assigns, pursuant to this Subsection F.1. shall be subject to the approval of the City and the District, which approvals shall not be unreasonably withheld, delayed or conditioned.
- h. To the extent that any of the provisions of this Subsection F.1. are in conflict with anything else in this Consent Agreement, or on the Land Plan, or in the notes on the Land Plan, this Subsection F.1. shall govern.

### **ARTICLE III GENERAL PROVISIONS**

**3.01** Except as provided above, all other provisions of the Consent Agreement shall remain in force and effect as written.

3.02 This Sixth Amendment may be executed in duplicate originals each of equal dignity.

3.03 This Sixth Amendment shall be effective from and after the date of execution by the authorized representatives of the District and the City.

IN WITNESS WHEREOF, this Sixth Amendment is executed by the authorized representatives of the District and the City on the date(s) shown below.

**APPROVED AS TO FORM:**

David Lloyd  
Assistant City Attorney

**CITY OF AUSTIN, TEXAS:**

By: Lisa Y. Gordon  
Name: Lisa Y. Gordon  
Title: Assistant City Manager  
Date: 5/13/03

**ATTEST:**

Brenda R  
Board Secretary

**NORTHTOWN MUNICIPAL UTILITY DISTRICT:**

By: Texana Kowis  
Name: Texana Kowis  
Title: President, Board of Directors  
Date: July 2, 2003

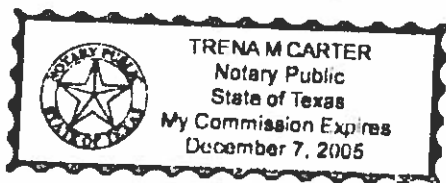
THE STATE OF TEXAS

COUNTY OF TRAVIS

§  
§  
§

This instrument was acknowledged before me on May 13<sup>th</sup>, 2003,  
by Lisa Y. Gordon, the Assistant City Manager of  
the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.

Trena M. Carter  
Notary Public, State of Texas

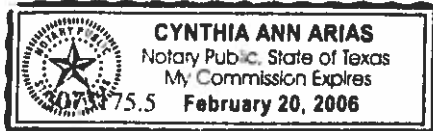


THE STATE OF TEXAS

COUNTY OF TRAVIS

§  
§  
§

This instrument was acknowledged before me on July 2, 2003,  
by Texana Kowis, the president of  
the Board of Directors of Northtown Municipal Utility District, a conservation and reclamation  
district of the State of Texas, on behalf of said district.



Cynthia Ann Arias  
Notary Public, State of Texas

**EXHIBIT "G"**

**Revised Land Plan**

# GENERAL NOTES

1. These notes are for general information only.
2. The design of the structure is based on the following assumptions:
  - a. The structure is subjected to a uniform load of 100 lb/ft.
  - b. The structure is supported by a single point.
  - c. The structure is made of steel.
  - d. The structure is 10 ft long.
  - e. The structure is 10 ft wide.
  - f. The structure is 10 ft high.
3. The design of the structure is based on the following assumptions:
  - a. The structure is subjected to a uniform load of 100 lb/ft.
  - b. The structure is supported by a single point.
  - c. The structure is made of steel.
  - d. The structure is 10 ft long.
  - e. The structure is 10 ft wide.
  - f. The structure is 10 ft high.

## FIELD NOTES

A DESCRIPTION OF 271.148 ACRES OF LAND SITUATED IN THE L.C. CUNNINGHAM SURVEY NO. 68 AND THE ALEXANDER WALTERS SURVEY NO. 67, TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 355.275 ACRES OF LAND DESCRIBED IN EXHIBIT A OF A TRUSTEE'S DEED TO LEON PFLUGER AND WIFE GLADYS L. PFLUGER RECORDED IN VOLUME 10831, PAGE 1499 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, AND BEING ALL OF THAT CERTAIN 7.7466 ACRES OF LAND DEDICATED AS PUBLIC R.O.W. BY DEED RECORDED IN VOLUME 10768, PAGE 974 OF THE SAID REAL PROPERTY RECORDS, SAID 271.148 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with plastic cap marked "RL SURVEY RPLS 4532" set for the northwest corner of that certain 0.158 hectares of land conveyed to the City of Austin for street purposes by Street Deed recorded in Volume 13253, Page 2645 of the said Real Property Records, being on the north right-of-way (R.O.W.) line of Howard Lane West and the west line of said 355.275 acres and being the southeast corner of that certain 21.981 acre tract of land described in a Special Warranty Deed to Center State 99, LTD. recorded in document number 1999041333 of the Official Public Records of said county;

THENCE along the west line of said 355.275 acres being the east line of said 21.981 acre tract the following three (3) courses:

1. N27°38'43"E, 730.34 feet to a 1/2 inch iron rod found,
2. N27°12'28"E, 522.86 feet to a 1/2 inch iron rod found, and
3. N27°37'18"E, 1188.71 feet pass a point from which a 1/2 inch iron rod found for the northeast corner of said 21.981 acre tract and the southeast corner of that certain 17.034 acre parcel of land described in a General Warranty Deed to S. Thurman Blackburn recorded in Volume 11839, Page 0881 of the said Real Property Records bears S62°22'42"E, 0.55 feet, in all departing the east line of said 21.981 acre tract along the east line of said 17.034 acre parcel 1759.29 feet to a 1/2 inch iron rod found for the southwest corner of that certain 9.094 acre tract of land described in a Special Warranty Deed to SVW Harris Ridge, L.P. recorded in Volume 12345, Page 0793 of the said Real Property Records;

THENCE, departing the west line of said 355.275 acres being the east line of said 17.034 acre parcel, along the south, east and north lines of said 9.094 acre tract the following four (4) courses:

1. S63°15'17"E, 1441.77 feet to a 1/2 inch iron rod found for a non-tangent point of curvature on the north R.O.W. line of said 7.7466 acres,
2. along the north R.O.W. line of said 7.7466 acres a distance of 99.98 feet along the arc of a curve to the right whose radius is 1492.92 feet, central angle is 03°50'14" and whose chord bears S71°55'18"E, 99.96 feet to a 1/2 inch iron rod found,
3. departing the north R.O.W. line of said 7.7466 acres N27°29'58"E, 224.28 feet to a 1/2 inch iron rod found, and
4. N61°52'15"W, 1538.93 feet to a 1/2 inch iron rod found on the east line of said 17.034 acre parcel and the west line of said 355.275 acres for the northwest corner of said 9.094 acre tract;

THENCE, departing the north line of said 9.094 acre tract, along the west line of said 355.275 acres being the east line of said 17.034 acre parcel N27°29'33"E, 807.80 feet to a 1/2 inch iron rod found for the northeast corner of said 17.034 acre parcel on the south line of that certain 91.153 acres described in a Special Warranty Deed to New Wells Point Partners, Ltd recorded in document number 1999046435 of the said Official Public Records;

THENCE along the south and east lines of said 91.153 acres the following four (4) courses:

1. S63°21'00"E, 71.40 feet to a 3/4 inch iron pipe found,
2. S61°49'33"E, 1469.08 feet to a 1/2 inch iron rod found for the southeast corner of the said 91.153 acres,
3. N27°48'11"E, 1331.18 feet to a 1/2 inch iron rod found, and
4. N27°42'43"E, 1454.12 feet to a 1/2 inch iron rod found for the northwest corner of said 355.275 acres being the southwest corner of that certain 89.629 acres of land described in a Special Warranty Deed to Sun Communities Texas L.P. recorded in Volume 12537, Page 2389 of the said Real property Records;

THENCE, departing the east lines of said 91.153 acres, along the south line of said 89.629 acres as described in that certain boundary agreement recorded in Volume 8028, Page 448 of the Deed Records of said county the following three (3) courses:

1. S62°07'01"E, 798.90 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set,
2. S62°23'32"E, 663.25 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set, and

3. S62°23'18"E, 865.62 feet to a 1/2 inch iron rod found in the west line of that certain 34.732 acres of land described in a deed to JADCO Development, Inc. recorded in Volume 13152, Page 188 of the said Real Property Records for the northeast corner of said 355.275 acres and the southeast corner of said 89.629 acres;

THENCE along the west line of said 34.732 acres being an east line of said 355.275 acres S27°42'27"W, 460.38 feet to a 1/2 inch iron rod found for the southwest corner of said 34.732 acres and the northwest corner of that certain 267.111 acres of land described in a Special Warranty Deed to Continental Homes of Texas, L.P. recorded in Volume 13310, Page 1431 of the said Real Property Records;

THENCE, departing the west line of said 34.732 acres, continuing along the east line of said 355.275 acres being the west line of said 267.111 acres, the following two (2) courses:

1. S27°51'27"W, 2552.22 feet to a 1/2 inch iron rod found, and
2. S27°50'30"W, 887.72 feet to a 1/2 inch iron rod found for a southeast corner of said 355.275 acres and the northeast corner of that certain 93.053 acres described in Special Warranty Deeds to Dessau Management Company L.L.C. recorded in Volume 13377, Page 2774 and Volume 13377, Page 2779 of the said Real Property Records being a portion of Silverado Mobil Home Park, a subdivision whose plat is recorded in Volume 85, Pages 88A through 88C of the Plat Records of said County;

THENCE, departing the west line of said 267.111 acres, along a south line of said 355.275 acres in conflict with the north lines of said 93.053 acres N62°32'27"W, 1288.63 feet to a 1 inch iron pipe found for the northwest corner of said 93.053 acres and the northeast corner of that certain 82.268 acres of land described in a Warranty Deed to Dessau Road L.P. recorded in Volume 12083, Page 864 of the said Real Property Records;

THENCE along the north line of said 82.268 acres continuing along a south line of said 355.275 acres N62°21'47"W, 1018.34 feet to a cedar fence post found for the northwest corner of said 82.268 acres, being the northeast corner of that certain 74.716 acres described in said Special Warranty Deed to SVW Harris Ridge L.P.;

THENCE, departing the north line of said 82.268 acres and a south line of said 355.275 acres, along the curving northwest line of said 74.716 acres being the southeast R.O.W. line of said 7.7466 acres pass the most northerly corner of Wildflower Section One, a subdivision whose plat is recorded in Volume 99, Pages 13 through 16 of the said Plat Records, a distance of 2008.48 feet along the arc of a curve to the left whose radius is 1402.92 feet, central angle is 82°01'38", and whose chord bears S69°00'35"W, 1841.30 feet to a 1/2 inch iron rod found for the point of tangency;

THENCE continuing along the west lines of said 74.716 acres being the east R.O.W. line of said 7.7466 acres and the west lines of said Wildflower Section One, the west line of Wildflower Section Three, a subdivision whose plat is recorded in Volume 100, Pages 363 through 365 of the said Plat Records, the west line of Wildflower Section Four, a subdivision whose plat is recorded in Volume 101, Pages 172 through 174 of the said Plat Records, and the west line of Wildflower Section Five, a subdivision whose plat is recorded in document number 199900299 of the said Official Public Records, S27°58'55"W, 1583.43 feet to an "X" marked in concrete on the north R.O.W. line of Howard Lane West a variable width R.O.W. dedicated by Street Deed recorded in Volume 13264, Page 2786 of the said Real Property Records for the southwest corner of said Wildflower Section Five from which a 1/2 inch iron rod found on said north R.O.W. line bears S61°53'41"E, 524.60 feet;

THENCE, departing the west line of said Wildflower Section Five, continuing along the east, south and west R.O.W. lines of said 7.7466 acres the following seven (7) courses:

1. S27°58'55"W, 21.45 feet to a point of curvature,
2. a distance of 31.42 feet along the arc of a curve to the left whose radius is 20.00 feet, central angle is 90°00'00", and whose chord bears S17°01'05"E, 28.28 feet to a point,
3. S27°58'55"W, 35.00 feet to a point for the southeast corner of said 7.7466 acres,
4. N62°01'05"W, 130.00 feet to a point,
5. N27°58'55"E, 35.00 feet to a non-tangent point of curvature,
6. a distance of 31.42 feet along the arc of a curve to the left whose radius is 20.00 feet, central angle is 90°00'00" and whose chord bears N72°58'55"E, 28.28 feet to the point of tangency, and
7. N27°58'55"E, 21.65 feet to an "X" marked in concrete on the north R.O.W. line of said Howard Lane West dedicated by said Street Deed recorded in Volume 13253, Page 2645 of the said Real Property Records from which a 1/2 inch iron rod found on said north R.O.W. line bears N61°53'41"W, 1250.03 feet;

THENCE, departing the west R.O.W. line of said 7.7466 acres, along the said north R.O.W. line of Howard Lane West N61°53'41"W, 231.29 feet to the POINT OF BEGINNING containing 271.148 acres of land more or less.



## BOUNDARY

## FIELD NOTES

A DESCRIPTION OF 26.221 ACRES OF LAND SITUATED IN THE L. C. CUNNINGHAM SURVEY NO. 68, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 74.716 ACRES OF LAND DESCRIBED AS TRACT 1 AND ALL OF TRACT 2, CONTAINING 9.094 ACRES OF LAND, DESCRIBED IN A SPECIAL WARRANTY DEED TO SVW HARRIS RIDGE LIMITED PARTNERSHIP RECORDED IN VOLUME 12345, PAGE 793 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, SAID 26.221 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS TRACT 1 CONTAINING 17.126 ACRES OF LAND AND TRACT 2 CONTAINING 9.095 ACRES OF LAND, AS FOLLOWS:

TRACT 1

BEGINNING at a cedar fence post found for the northeast corner of said 74.716 acres and the northwest corner of that certain 82.268 acres of land conveyed to Dessau Road Limited Partnership by Deed recorded in Volume 12292, Page 781 of the said Real Property Records on the southwest line of that certain tract of land conveyed to the Pfluger Family Limited Partnership by deed recorded in Volume 12759, Page 102 of the said Real Property Records;

THENCE along the west line of said 82.551 acres being the east line of said 74.716 acres the following two (2) courses:

1. S28°03'00"W, 470.95 feet to a 1/2 inch iron rod found, and
2. S27°36'35"W, 688.44 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set at an exterior ell corner on the northeast line of Lot 12, Block E of Wildflower Section One, a subdivision whose plat is recorded in Volume 99, Pages 13-16 of the Plat Records of said County;

THENCE, departing the west line of said 82.268 acres and the east line of said 74.716 acres, crossing said 74.716 acres along the northeast line of said Lot 12 the following four (4) courses:

1. N76°19'05"W, 278.05 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set at a 60d nail found,
2. N67°35'00"W, 213.84 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set at a 60d nail found,
3. N06°26'43"E, 744.01 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set at a 60d nail found, and

4. N44°06'24"W, 154.25 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set at a 60d nail found for the most northerly corner of said Lot 12 on an interior line of that certain tract of land conveyed to Leon Pfluger and wife, Gladys Pfluger by deed recorded in Volume 10831, Page 1499 of the said Real Property Records and the north line of said 74.716 acres;

THENCE, departing the northeast line of said Lot 12, along the interior line of said Leon Pfluger tract and the north line of said 74.716 acres a distance of 1057.44 feet along the arc of a curve to the right whose radius is 1402.92 feet, central angle is 43°11'10" and whose chord bears N88°25'49"E, 1032.58 feet to the POINT OF BEGINNING of the herein described Tract 1, containing 17.126 acres of land more or less.

## TRACT 2

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 9.094 acres at an interior ell corner of said Leon Pfluger tract on the east line of that certain 17.034 acres, designated Tract B, Parcel No. 1, described in a deed to S. Thurman Blackburn recorded in Volume 11839, Page 881 of the said Real Property Records;

THENCE along the west line of said 9.094 acres and the east line of said 17.034 acres the following three (3) courses:

1. N27°37'59"E, 62.57 feet to a 3/8 inch iron rod found,
2. N31°20'00"E, 19.28 feet to a 3/8 inch iron rod found, and
3. N27°29'33"E, 194.72 feet to a 1/2 inch iron rod found for the northwest corner of said Tract 2 at an exterior ell corner of said Leon Pfluger tract;

THENCE, departing the west line of said 9.094 acres and the east line of said 17.034 acres, along the north line of said 9.094 acres and an interior line of said Leon Pfluger tract S61°52'15"E, 1538.93 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 2 and an interior ell corner of said Leon Pfluger tract;

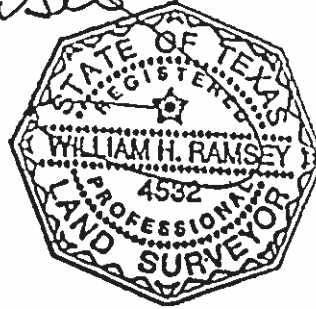
THENCE, departing the north line of said 9.094 acres, along the east line of said Tract 2 and an interior line of said Leon Pfluger tract S27°29'58"W, 224.28 feet to a 1/2 inch iron rod found for the southeast corner of said 9.094 acres and an interior ell corner of said Leon Pfluger tract;

THENCE, departing the east line of said 9.094 acres, along the south line of said 9.094 acres and an interior line of said Leon Pfluger tract the following two (2) courses;

1. a distance of 99.98 feet along the arc of a curve to the left whose radius is 1492.92 feet, central angle is 03°50'13" and whose chord bears N71°55'17"W, 99.96 feet to 1/2 inch iron rod found, and

2. N63°15'17"W, 1441.77 feet to a the POINT OF BEGINNING of the herein described Tract 2 containing 9.095 acres of land more or less together with the herein described Tract 1 containing 17.126 acres of land more or less for a total area of 26.221 acres of land more or less.

*W.H. Ramsey*  
*623-00*



## FIELD NOTES

A DESCRIPTION OF 29.551 ACRES OF LAND SITUATED IN THE ALEXANDER WALTERS SURVEY NO. 67, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 82.268 ACRES OF LAND DESCRIBED IN EXHIBIT A OF A CORRECTED WARRANTY DEED TO DESSAU ROAD LIMITED PARTNERSHIP RECORDED IN VOLUME 12292, PAGE 781 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, SAID 29.551 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1 inch iron pipe found for the northwest corner of that certain 93.053 acres of land conveyed to Dessau Management Company, L.L.C. by Deeds recorded in Volume 13377, Page 2774 and Volume 13377, Page 2779 of the said Real Property Records being a portion of Silverado Mobil Home Park, a subdivision whose plat is recorded in Volume 85, Pages 88A-88C of the Plat Records of said County on the southwest line of that certain tract of land conveyed to the Pfluger Family Limited Partnership by deed recorded in Volume 12759, pg.102 of the said Real Property Records and the northeast corner of the said 82.268 acres;

THENCE along the west line of said 93.053 acres being the east line of said 82.268 acres the following two (2) courses:

1. S29°05'42"W, 717.86 feet to a 1/2 inch iron rod found, and
2. S28°34'10"W, 467.76 feet to a 3/4 inch iron pipe found at an interior ell corner of said 82.268 acres on the north line of Lot 1, Block A of Northtown West Section One-A, a subdivision whose plat is recorded in Volume 96, Pages 31-33 of the said Plat Records;

THENCE, departing the west line of said 93.053 acres and the east line of said 82.268 acres, crossing said 82.268 acres along the north line of said Lot 1 the following two (2) courses:

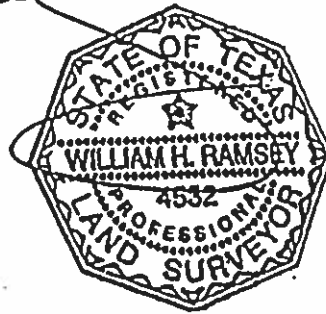
1. N73°25'55"W, 850.50 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set, and
2. N62°39'01"W, 159.83 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set for the northwest corner of said Lot 1 on the east line of that certain 74.716 acres of land, designated as Tract 1, conveyed to SVW Harris Ridge L.P. by deed recorded in Volume 12345, Page 793 of the said Real Property Records on the west line of said 82.268 acres;

THENCE, departing the north line of said Lot 1, along the east line of said Tract 1 and the west line of said 82.268 acres the following two (2) courses:

1. N27°36'35"E, 712.28 feet to a 1/2 inch iron rod found, and
2. N28°03'00"E, 470.95 feet to a cedar fence post found at an interior ell corner of the said Pfluger Family Limited Partnership tract and the northwest corner of said 82.268 acres;

THENCE, departing the east line of said Tract 1 and the west line of said 82.268 acres, along the southeast line of said Pfluger Family Limited Partnership tract and the north line of said 82.268 acres S62°21'47"E, 1018.34 feet to the POINT OF BEGINNING containing 29.551 acres of land more or less.

*W. H. Ramsey*  
5-19-00



# VILLAGE @ NORTHTOWN LAND USE CONTROLS AND PUBLIC IMPROVEMENTS

- I. Consent Agreement between City of Austin and Northtown Municipal Utility District requires compliance with the following:
- A. City of Austin landscape ordinances, as amended from time to time;
  - B. City of Austin sign ordinances, as amended from time to time;
  - C. Waterway development ordinance (also known as the creek ordinance), as amended from time to time;
  - D. City of Austin building code, plumbing code and electrical code, as amended from time to time;
  - E. City of Austin subdivision regulations, as amended from time to time;
  - F. City of Austin site plan approval, for any development except single family or duplex, in accordance with City's principal roadway area standards;
  - G. City of Austin compatibility standards;
  - H. Buffering standards established in any revisions to the City's zoning ordinance becoming effective after the date of the consent agreement; and
  - I. Compliance with City of Austin approved land use plan, specifying permitted land uses and densities.
- II. Special development regulations adopted by City Council in 2003 and reaffirmed in 2008 required current water quality controls and larger than usual critical water quality zones along creeks.
- III. Restrictive covenants imposed by Northtown MUD Board (elected by the residents) require the following with respect to multifamily residential development:
- A. Maximum density of 22 units per acre;
  - B. Maximum three-story height limit;
  - C. Front street setback of 25 feet and side street setback of 15 feet;
  - D. Special landscaping adjacent to parkland;
  - E. Lighting shielded to prevent glare on neighboring property;

- F. All dumpsters screened from view from adjacent property and from public roads;
  - G. At least 50% masonry building materials; and
  - H. Screening of recreational vehicles, boats, jet skis and other non-passenger vehicles from view from adjoining property or public streets.
- IV. Under recent amendments to the consent agreement with the City of Austin, Village @ Northtown was obligated to dedicate 37.54 acres of parkland, make other park related improvements, pay park fees and dedicate a fire station site (which will become a City fire station site after annexation).
- V. In a public-private partnership with Travis County, Village @ Northtown has caused the construction of major links of Wells Branch Parkway and Heatherwilde Blvd., both of which contribute significantly to the metropolitan Austin area transportation system.