

LEGEND

- AREA NOT INCLUDED IN PUD
- CWQZ CRITICAL WATER QUALITY ZONE FOR MAJOR AND INTERMEDIATE WATERWAYS
- CWQZ 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

C814-2012-0152

02/19/15
 REC'D 9-2-2015

EXHIBIT K

CR/14

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. 201200037, 201200038, 201200039, 201200040 and 201200041, 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

08/15

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.

C8710

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 Receiving 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 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__.

CEA

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: PLANNING AND
DEVELOPMENT REVIEW DEPARTMENT
CITY OF AUSTIN

CS/KB

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Assistant City Attorney

**AFFIDAVIT THAT THERE ARE NO LIENS AGAINST
THE REFERENCED PROPERTY**

08/19

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this day personally appeared _____, _____ of Carma Easton LLC, a Texas limited liability company, who being known to me duly sworn, stated as follows:

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 **Exhibits A and B** (collectively, the "Property").

“Further Affiant sayeth not.”

08/17/20

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

08/21

EXHIBIT A

Transferring Tract

[see attached property description(s)]

08/22

EXHIBIT B

Receiving Tract

[see attached property description(s)]

02/83

EXHIBIT C

Current Buffer Zone Transfers

[see attached]

C2/24

EXHIBIT D

Cumulative Buffer Zone Transfers

[see attached]

08/25

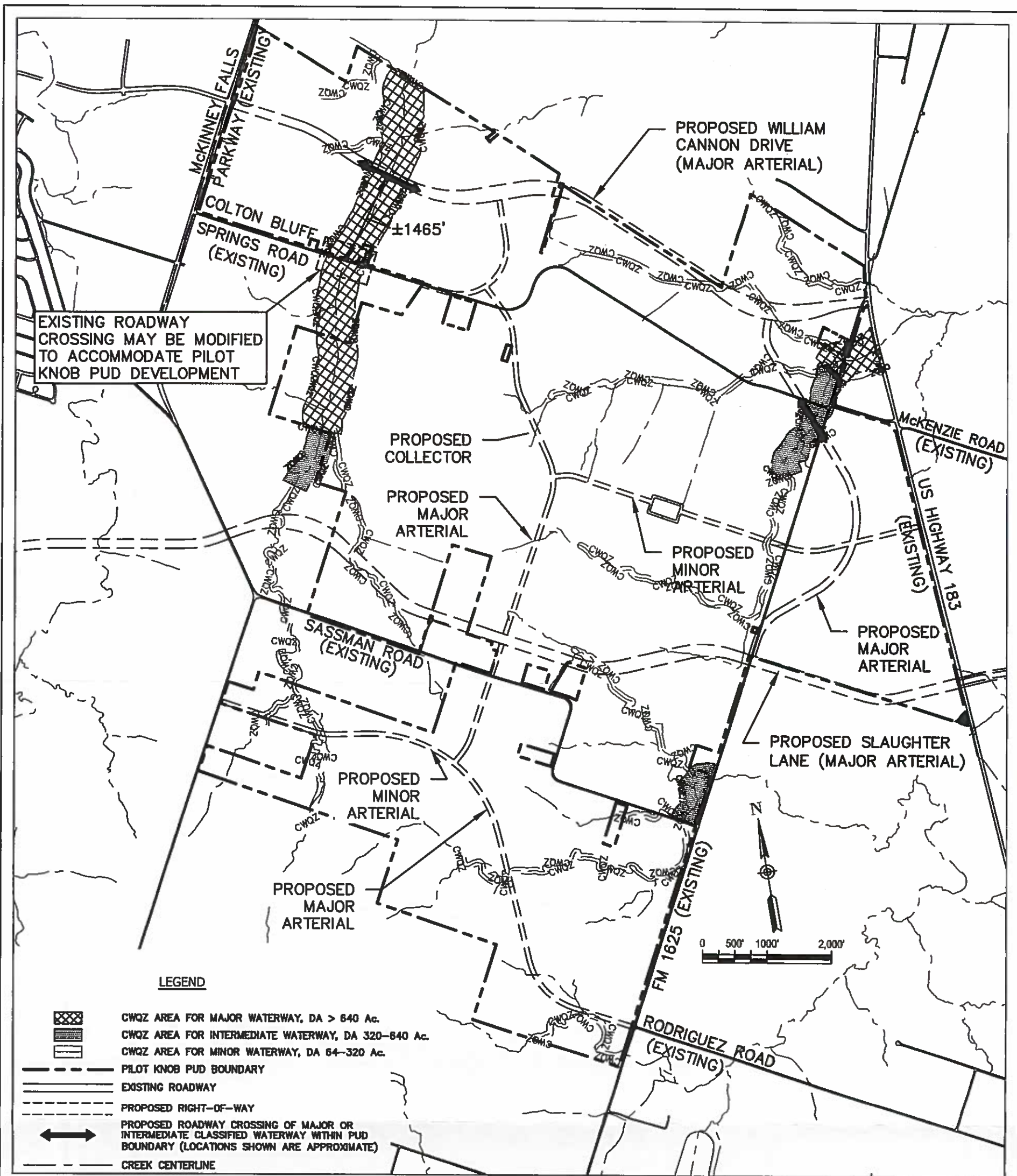
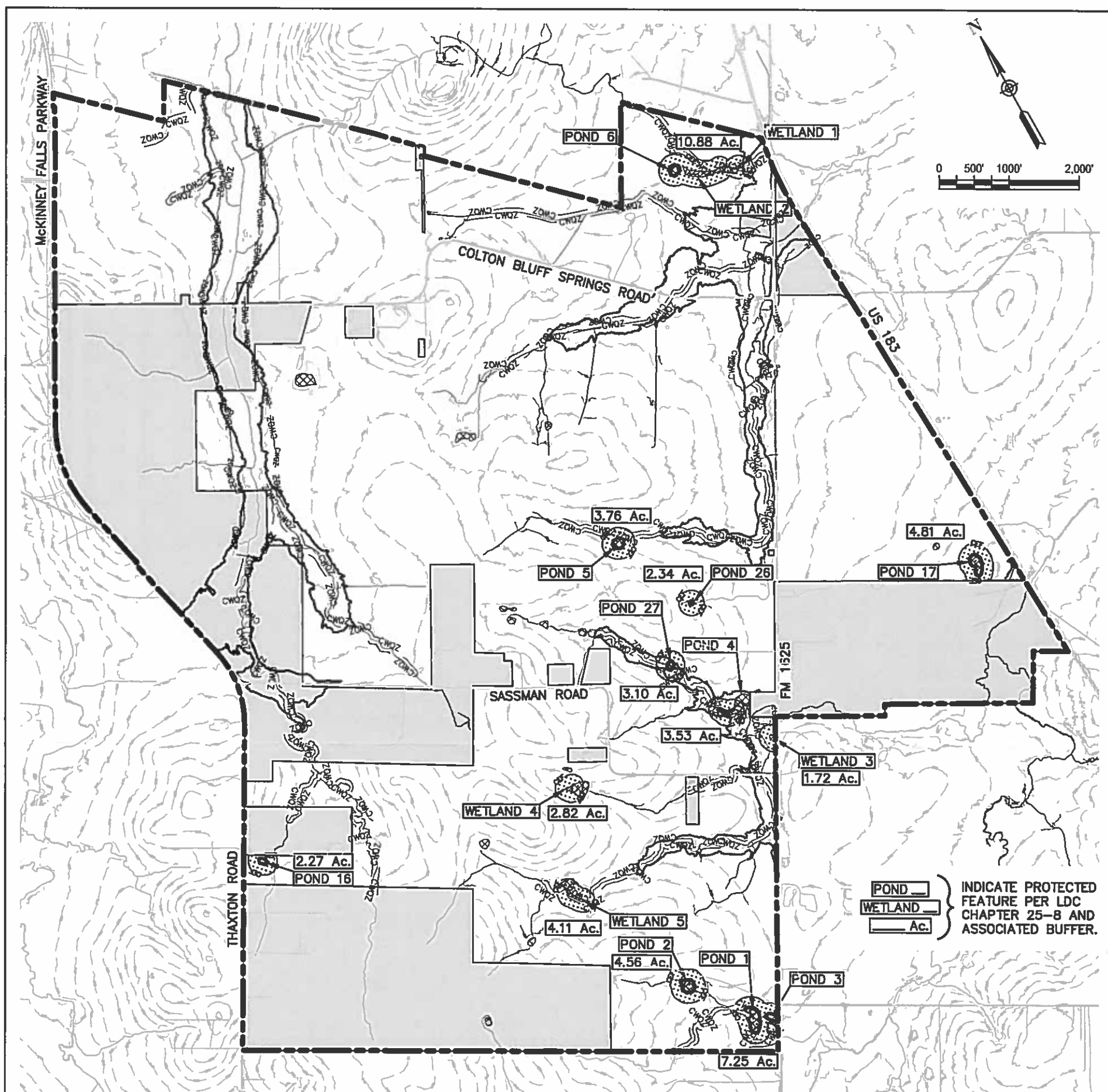


EXHIBIT L
PROPOSED WATERWAY CROSSINGS
PILOT KNOB PLANNED UNIT DEVELOPMENT

C814-2012-0152

[Handwritten Signature]
 REC'D 8-11-2015



AREA NOT INCLUDED IN PUD
 CEF SETBACK AREA

TRIBUTARIES
 EXISTING WETLANDS
 EXISTING PONDS
 WETLAND FRINGE

LEGEND

CWQZ CRITICAL WATER QUALITY ZONE FOR MAJOR AND INTERMEDIATE WATERWAYS
 CWQZ 50' CRITICAL WATER QUALITY ZONE FOR DRAINAGE AREAS 64-320 Ac.
 OVERALL PLANNING BOUNDARY
 100 YR FLOODPLAIN

- NOTES:**
1. FOR DESCRIPTION OF ENVIRONMENTAL FEATURES NOTED, SEE "PILOT KNOB PUD: CITY OF AUSTIN ENVIRONMENTAL ASSESSMENT" DATED OCT. 15, 2012, PREPARED BY JACOBS ENGINEERING.
 2. WETLANDS 1 AND 2 ARE HIGH PRIORITY WETLANDS AND SHOULD BE ACCOMMODATED BY SITE PLAN IF FEASIBLE.
 3. CRITICAL ENVIRONMENTAL FEATURES ARE INDICATED BY INCLUSION OF SETBACK.
 4. MITIGATION OF CRITICAL ENVIRONMENTAL FEATURES IS ALLOWED PER REQUIREMENTS OF THE PUD.

POND _____
 WETLAND _____
 _____ Ac.

INDICATE PROTECTED FEATURE PER LDC CHAPTER 25-8 AND ASSOCIATED BUFFER.

EXHIBIT M
WETLAND TRANSFER EXHIBIT
PILOT KNOB PLANNED UNIT DEVELOPMENT

C814-2012-0152

REC'D 8-12-2015

L:\JOB\Brookfield - Easton\BRP13001-01 - Pilot Knob PUD\CAD\Exhibits\CEP Exhibit - B&W 8.5x11

EXHIBIT N

08/28

WETLANDS TRANSFERRING AND RECEIVING
RESTRICTIVE COVENANT NO.

GRANTOR: CARMA EASTON LLC, a Texas limited liability company

GRANTOR'S ADDRESS: 9737 Great Hills Trail, Suite 260, Austin, Texas 78759

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. 201200037, 201200038, 201200039, 201200040 and 201200041, 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

08/29

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, Grantor intends to transfer some of the wetlands (as defined in Section 25-8-1 of the City of Austin's Land Development Code (the "LDC")) located within the Property from the Transferring Tract to the Receiving Tract in accordance with all applicable provisions of the LDC;

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. The entire Receiving Tract is deemed to be wetland subject to the protections, restrictions or limitations set forth in Section 25-8-282 and other applicable provisions of the LDC. 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 LDC for real property located in wetlands.
2. As the Receiving Tract is wetland mitigation property for the Transferring Tract, none of the Transferring Tract will be subject to any of the protections, restrictions or limitations set forth in Section 25-8-282 and other applicable provisions of the LDC relating to real property located in wetlands.
3. Taking into consideration the property being designated as Transferring Tract(s) and Receiving Tract(s) in this restrictive covenant, as the number of acres of the Receiving Tract exceeds the number of acres of the Transferring Tract, as reflected in Exhibit C attached hereto and incorporated herein by reference, _____ acres remain available for future transfer to other land within the Property so that such land will also be deemed to be a Transferring Tract (without the necessity of an additional Receiving Tract) upon the filing of a future restrictive covenant with respect to such land. 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 Wetlands Transferring and Receiving Restrictive Covenant No. 1 as Document No. _____ in the Official Public Records of Travis County, Texas.¹
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.

¹ This sentence and Exhibit D would be included in the second and all subsequent Wetlands Restrictive Covenants.

08/90

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 Planning and Development Review 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 Planning and Development Review 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]

C8/91

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: PLANNING AND
DEVELOPMENT REVIEW DEPARTMENT

CITY OF AUSTIN

08/02

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Assistant City Attorney

**AFFIDAVIT THAT THERE ARE NO LIENS AGAINST
THE REFERENCED PROPERTY**

08/03

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this day personally appeared _____ of Carma Easton LLC, a Texas limited liability company, who being known to me duly sworn, stated as follows:

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 Exhibits A and B (collectively, the "Property").

"Further Affiant sayeth not."

08/14

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:

08/95

City of Austin

Department of Planning and Development Review Department

P. O. Box 1088

Austin, Texas 78767

Project Name: _____

Attn: _____

CIP No. _____

[Project Manager]

[if applicable]

EXHIBIT A

Transferring Tract

[see attached property description(s)]

08/09/0

EXHIBIT B

Receiving Tract

[see attached property description(s)]

CV897

EXHIBIT C

Current Wetlands Transfers

[see attached]

08/08

EXHIBIT D

Cumulative Wetlands Transfers

[see attached]]'

08/99