

**PLANNING COMMISSION
HILL COUNTRY SITE PLAN
REVIEW SHEET**

CASE NUMBER: SPC-2014-0442C **COMMISSION DATE:** January 12, 2016

PROJECT NAME: Sunset Ridge

ADDRESS: 8401 Southwest Parkway

AREA: 9.606 acres

WATERSHED: Williamson Creek (Barton Springs Zone)

EXISTING ZONING: GO-CO-NP

APPLICANT: Los Indios Ventures, Inc.
(Tim Jamail)
1006 Mopac Circle, Ste 101
Austin, TX 78746
(512) 474-9493

AGENT: LJA Engineering, Inc
(Reece Hurley, P.E.)
5316 Hwy 290 W, Ste. 150
Austin, Texas 78735
(512) 439-4700

PROPOSED USE: The applicant requests approval of a Hill Country Roadway site plan in order to construct a Professional Office use building and detached parking garage. The site is located within the Low Intensity Zone of Southwest Parkway, a Hill Country Roadway.

SUMMARY STAFF RECOMMENDATION FOR HCRC SITE PLAN: Staff recommends approval of this Hill Country Roadway site plan. The site plan complies with all other applicable requirements of the Land Development Code and the zoning ordinance.

The site plan must be approved by the Planning Commission because of its location within the Hill Country Overlay. All Hill Country Roadway requirements have been met.

AREA STUDY: N/A

APPLICABLE WATERSHED ORDINANCE: Barton Springs Zone Ordinance

CAPITOL VIEW: Not in View Corridor

T.I.A.: Not Required

PLANNING COMMISSION ACTION: N/A

CASE MANAGER: Donna Galati, 512-974-2733
Donna.Galati@austintexas.gov

PROJECT INFORMATION:**PROJECT INFORMATION:** 9.606 acres**EXIST. ZONING:** GO-CO-NP**MAX. BLDG. COVERAGE :** 55%**PROP. BLDG CVRG:** 106,602 sq. ft. (25.5%)**MAX. IMPERV. CVRG:** 55%***PROP. IMP. CVRG:** 178,927 sq. ft. (42.8%)**ALLOWED F.A.R.:** 0.5:1****PROPOSED F.A.R.:** 0.48:1

*55% limit as condition of zoning for office use

**0.5:1 FAR limit as condition of zoning for office use

SUMMARY COMMENTS ON SITE PLAN:

LAND USE: This request is for approval of a Hill Country Roadway land use site plan. This site is located within the Low Intensity Zone of Southwest Parkway.

The site plan proposes construction of a Professional Office use building. The building is 3-stories on the Southeastern portion, and 4-stories on the West portion, for a total 199,700 sq. ft. of gross floor area. A parking garage is proposed, which transitions from 3-stories to 4-stories East to West. The site proposes a pedestrian and vehicular connection to Southwest Parkway.

The conditional overlay on the zoning ordinance is in a separate restrictive covenant (RC). The RC allows for an office use with following conditions: FAR 0.5:1, Impervious cover limited to 55%, Water quality facilities which meet non-degradation standards as defined by the Save Our Springs Ordinance, and except for emergency access purposes, vehicular access to Sunset Ridge is prohibited.

The conditional overlay has separate regulations for other uses, and specifically prohibits the following uses: Agricultural sales and services; building maintenance services; business support services; construction sales and service; service station; custom manufacturing; limited warehousing and distribution; general warehousing and distribution; maintenance and service facilities; and railroad facilities.

ENVIRONMENTAL: All Hill Country Roadway and Environmental review requirements have been met.

TRANSPORTATION: All comments cleared. No vehicular access is proposed to Sunset Ridge.

SURROUNDING CONDITIONS:**Zoning/ Land Use**

Northeast: Southwest Parkway, then LR (undeveloped)

Northwest: GO-MU-CO-NP (Admin/Business office)

Southeast: SF-2-CO-NP (single family)

Southwest: Sunset Ridge, then SF-2-CO-NP (single family)

STREET:	R.O.W.	SURFACING	CLASSIFICATION
Southwest Parkway	200'	114'	Major Arterial

NEIGHBORHOOD ORGANIZATION:

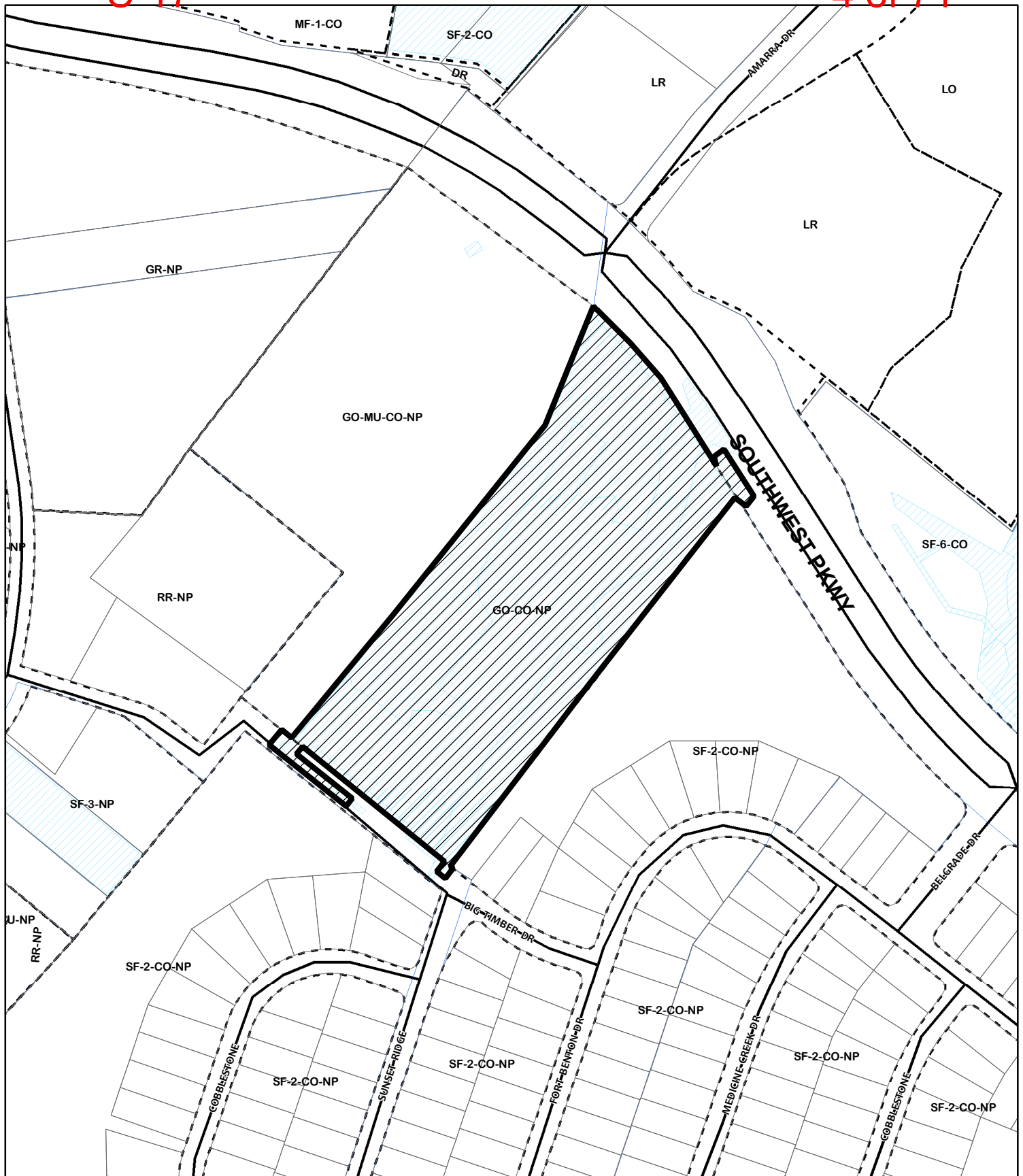
Austin Heritage Tree Foundation



Austin Independent School District

Aviara HOA

Bike Austin

City of Rollingwood
Oak Hill Association of Neighborhoods (OHAN)
Oak Hill Neighborhood Plan Contact Team
Oak Hill Trails Association
Save our Springs Alliance
SELTexas
Sierra Club, Austin Regional Group
The Real Estate Council of Austin, Inc.
Travis Country West Home Owners Association



 **SUBJECT TRACT**
 **ZONING BOUNDARY**

0 125 250 500 Feet

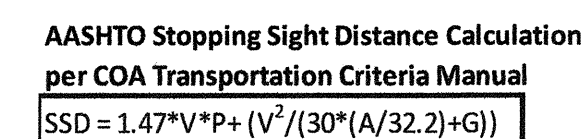
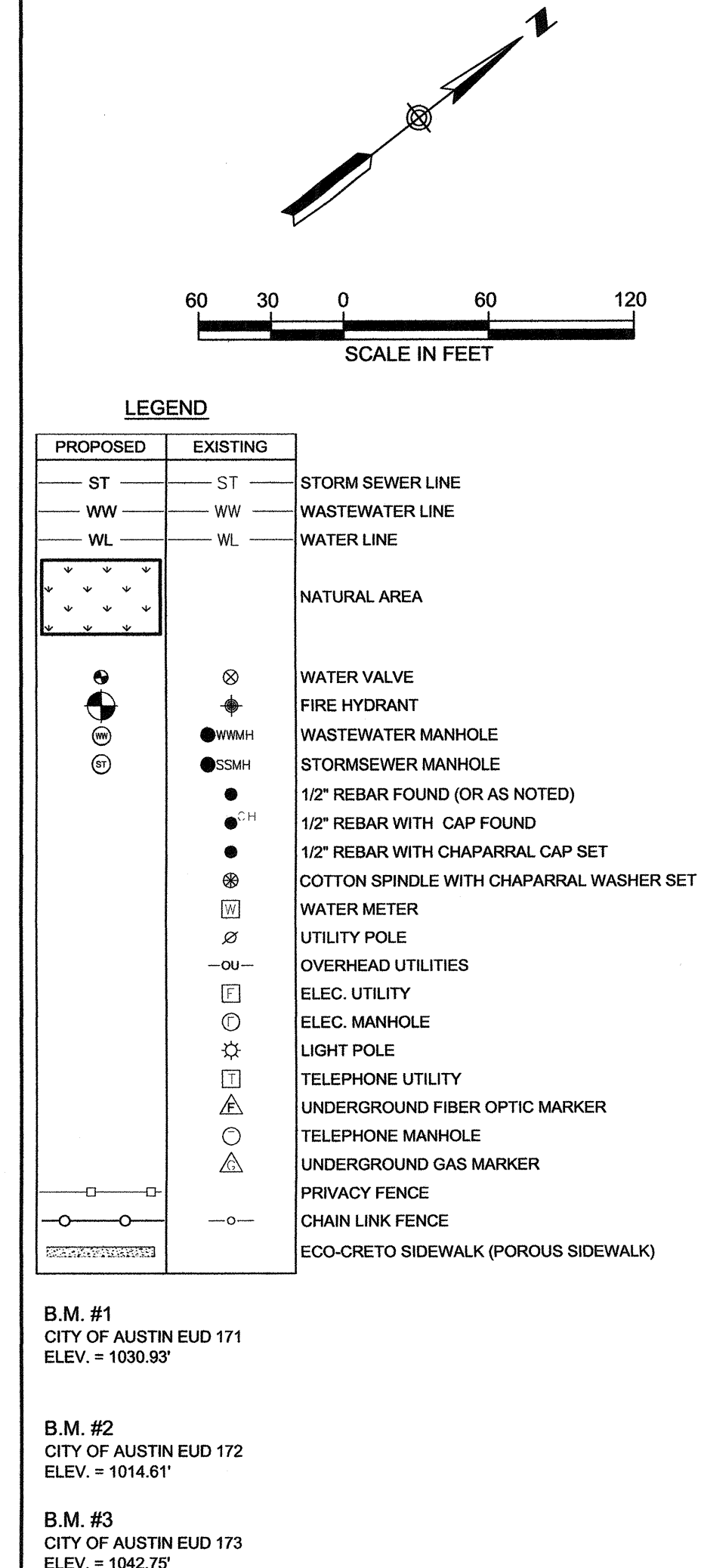
CASE#: SPC-2014-0442C
 ADDRESS: 8401 Southwest Parkway
 CASE NAME: Sunset Ridge
 MANAGER: Donna Galati

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by the Planning and Development Review Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



OPERATOR: D. Galati



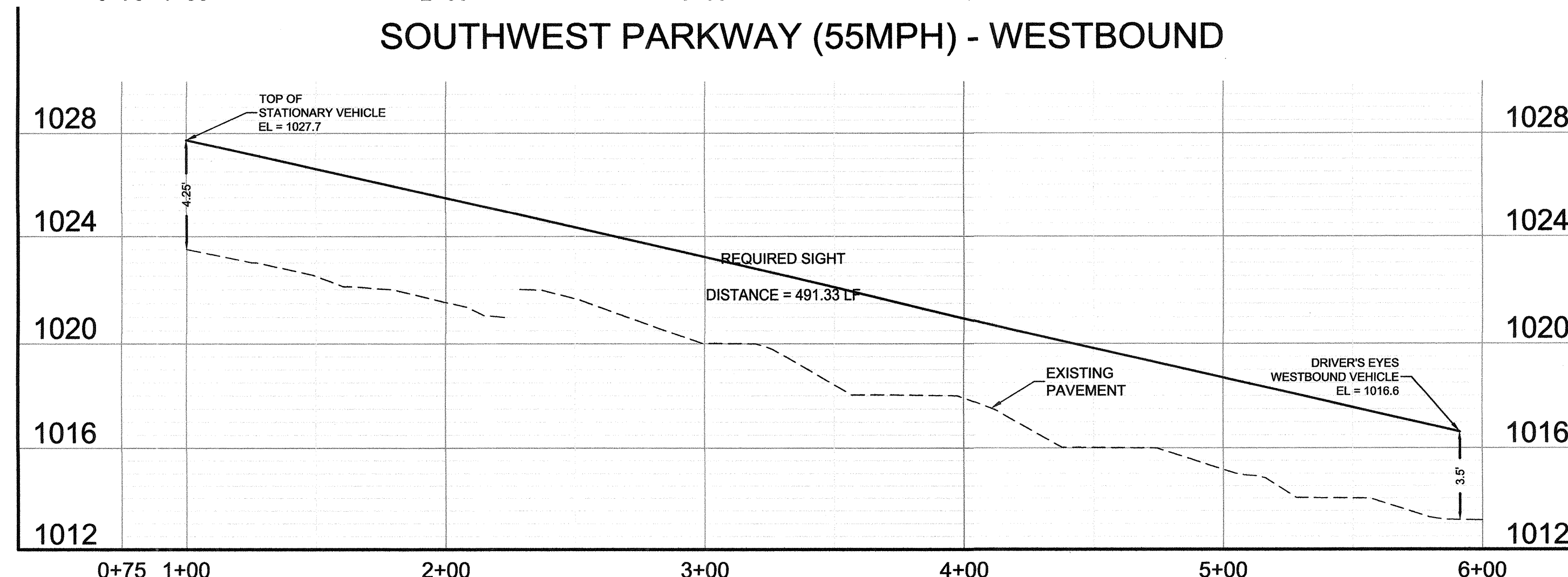
Where:

- V = Design speed in miles per hour
- a = deceleration rate (taken to be 11.2 ft/s²)
- g = Percent of grade divided by 100
(+ for upgrade; - for downgrade)

Stationary Vehicle/Eastbound Vehicle	
V = 55 mph	
a = 11.2 ft/s ²	
g = -2.54% (average)	
Reaction Distance	202.13 LF
Braking Distance	290.60 LF
Required Sight Distance	492.73 LF

Stationary Vehicle/Westbound Vehicle	
V = 55 mph	
a = 11.2 ft/s ²	
g = 2.48% (average)	
Reaction Distance	202.13 LF
Braking Distance	289.21 LF
Required Sight Distance	491.33 LF

Therefore, both the eastbound and westbound vehicle are provided the required stopping distance.



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR



SITE PLAN RELEASE

FILE NUMBER: SPC-2014-0442C EXPIRATION DATE: _____

CASE MANAGER: DONNA GALATI APPLICATION DATE: NOV. 3, 2014

APPROVED ADMINISTRATIVELY ON: _____

APPROVED BY PLANNING COMMISSION ON: _____

APPROVED BY CITY COUNCIL ON: _____

under Section	112	of Chapter	25-5	of the Austin City Code.
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Director for Planning and Development Review Department

DATE OF RELEASE: _____ Zoning: GO-CO-NP

Rev. No. 1 _____ Correction No.1 _____

Rev. No. 2 _____ Correction No.2 _____

Rev. No. 3 _____

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

SUNSET RIDGE
3401 SOUTHWEST PKWY. AUSTIN, TX 78735
OVERALL PROJECT LAYOUT

[illegible]

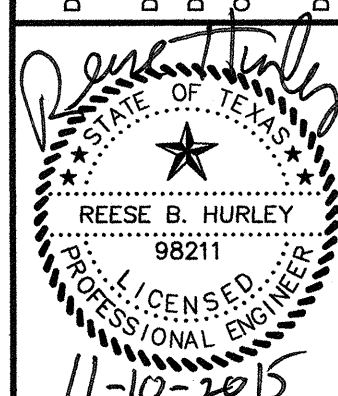
DATE: 11/9/2015

DESIGNED BY: MRC

DRAWN BY: MRC

CHECKED BY: ---

DRAWING NAME: A188-402-P-0PLD1



LA
2.439.4700
2.439.4716
RN-F-1386

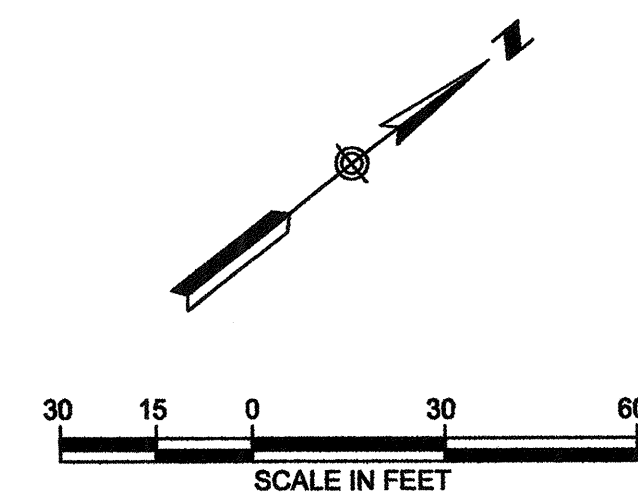
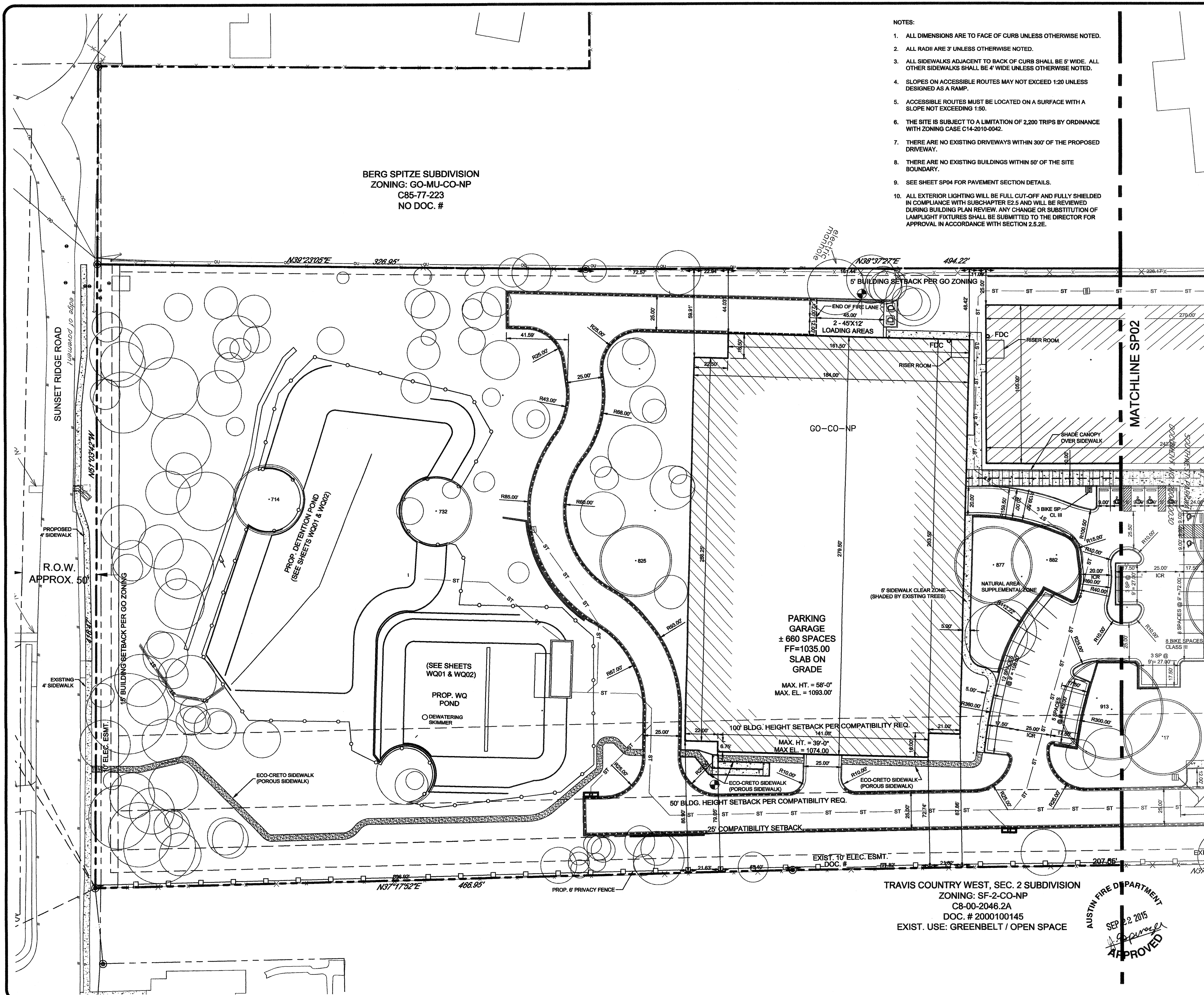
JA Engineering, Inc.
3316 Highway 290 West
Suite 150
Austin, Texas 78735

JOB NUMBER:
A188-402

OP01

SHEET NO.
4

OF 47 SHEETS



LEGEND

PROPOSED	EXISTING	
		CONCRETE SIDEWALK
		ECO-CRETO SIDEWALK (POROUS SIDEWALK)
		PROPERTY BOUNDARY
		FIRE LANE
		ACCESSIBLE ROUTE
		SIDEWALK RAMP
		HANDICAPPED PARKING SPACE & SIDEWALK RAMP
		CROSSWALK
		EDGE OF EXISTING PAVEMENT
		STORM SEWER LINE
		WASTEWATER LINE
		WATER LINE
		WATER VALVE
		FIRE HYDRANT
		WASTEWATER MANHOLE
		STORMSEWER MANHOLE
		WATER METER
		UTILITY POLE
		OVERHEAD UTILITIES
		ELEC. UTILITY
		ELEC. MANHOLE
		LIGHT POLE
		TELEPHONE UTILITY
		UNDERGROUND FIBER OPTIC MARKER
		TELEPHONE MANHOLE
		UNDERGROUND GAS MARKER
		CHAIN LINK FENCE
		PRIVACY FENCE
		HERITAGE TREE
		TREE TO REMAIN
		RETAINING WALL

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811
Know what's below.
Call before you dig.

SITE PLAN RELEASE

FILE NUMBER: SPC-2014-0442C EXPIRATION DATE: _____
CASE MANAGER: DONNA GALATI APPLICATION DATE: NOV. 3, 2014.
APPROVED ADMINISTRATIVELY ON: _____
APPROVED BY PLANNING COMMISSION ON: _____
APPROVED BY CITY COUNCIL ON: _____
under Section 112 of Chapter 255 of the Austin City Code.

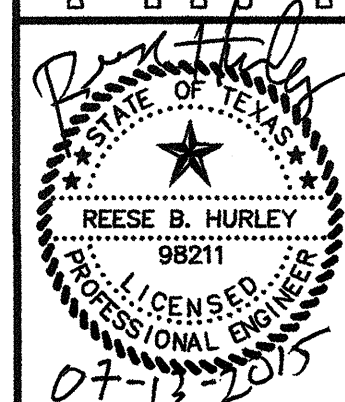
Director for Planning and Development Review Department
DATE OF RELEASE: _____ Zoning: GO-CO-NP
Rev. No. 1 _____ Correction No. 1
Rev. No. 2 _____ Correction No. 2
Rev. No. 3 _____

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SUNSET RIDGE
8401 SOUTHWEST PKWY. AUSTIN, TX 787235
DETAILED SITE PLAN

REVISIONS	DATE	BY	DESCRIPTION
NO.			

DATE: 7/10/2015
DESIGNED BY: MRC
DRAWN BY: MRC
CHECKED BY: _____
DRAWING NAME: A188-402-SP01



LJA Engineering, Inc.
Phone 512.439.4700
Fax 512.439.4716
Suite 150
Austin, Texas 78735
FRN-F-1396

LJA Engineering, Inc.
5316 Highway 280 West
Suite 150
Austin, Texas 78735

JOB NUMBER:
A188-402

SP01

SHEET NO.

9

OF 47 SHEETS

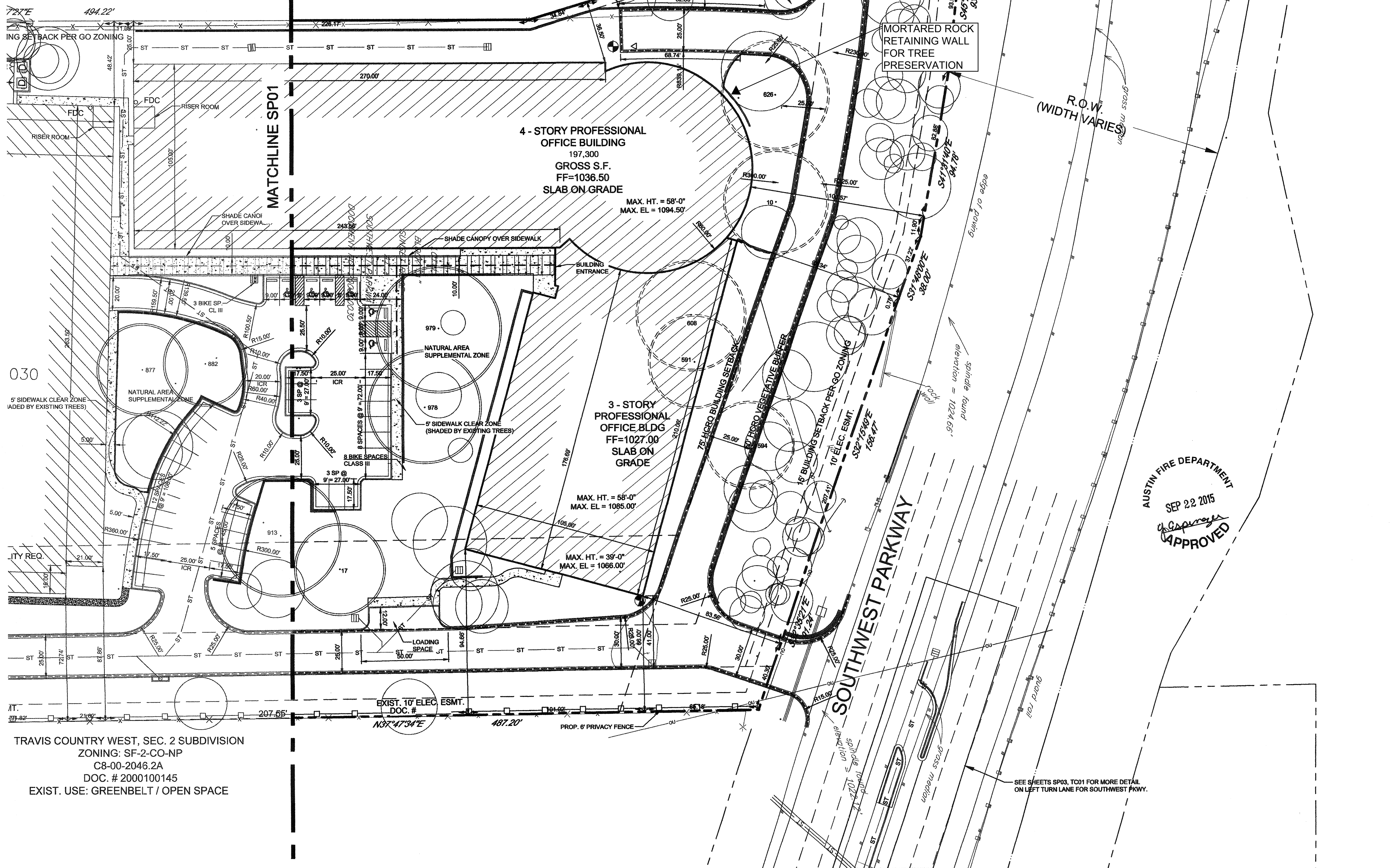
SPC-2014-0442C

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL RADII ARE 3' UNLESS OTHERWISE NOTED.
3. ALL SIDEWALKS ADJACENT TO BACK OF CURB SHALL BE 5' WIDE. ALL OTHER SIDEWALKS SHALL BE 4' WIDE UNLESS OTHERWISE NOTED.
4. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
5. ACCESSIBLE ROUTES MUST BE LOCATED ON A SURFACE WITH A SLOPE NOT EXCEEDING 1:50.
6. THE SITE IS SUBJECT TO A LIMITATION OF 2,200 TRIPS BY ORDINANCE WITH ZONING CASE C14-2010-0042.
7. THERE ARE NO EXISTING DRIVEWAYS WITHIN 300' OF THE PROPOSED DRIVEWAY.
8. THERE ARE NO EXISTING BUILDINGS WITHIN 50' OF THE SITE BOUNDARY.
9. SEE SHEET SP04 FOR PAVEMENT SECTION DETAILS.
10. ALL EXTERIOR LIGHTING WILL BE FULL CUT-OFF AND FULLY SHIELDED IN COMPLIANCE WITH SUBCHAPTER E2.5 AND WILL BE REVIEWED DURING BUILDING PLAN REVIEW. ANY CHANGE OR SUBSTITUTION OF LAMPLIGHT FIXTURES SHALL BE SUBMITTED TO THE DIRECTOR FOR APPROVAL IN ACCORDANCE WITH SECTION 2.5.2E.

BERG SPITZE SUBDIVISION
ZONING: GO-MU-CO-NP
C85-77-223
NO DOC. #

SOUTHW



TRAVIS COUNTRY WEST, SEC. 2 SUBDIVISION
ZONING: SF-2-CO-NP
C8-00-2046.2A
DOC. # 2000100145
EXIST. USE: GREENBELT / OPEN SPACE

LEGEND

PROPOSED	EXISTING	
		CONCRETE SIDEWALK
		ECO-CRETE SIDEWALK (POROUS SIDEWALK)
		PROPERTY BOUNDARY
		FIRE LANE
		ACCESSIBLE ROUTE
		SIDEWALK RAMP
		HANDICAPPED PARKING SPACE & SIDEWALK RAMP
		CROSSWALK
		EDGE OF EXISTING PAVEMENT
		STORM SEWER LINE
		WASTEWATER LINE
		WATER LINE
		WATER VALVE
		FIRE HYDRANT
		WASTEWATER MANHOLE
		STORMSEWER MANHOLE
		12" REBAR FOUND (OR AS NOTED)
		12" REBAR WITH CAP FOUND
		12" REBAR WITH CHAPARRAL CAP SET
		WATER METER
		UTILITY POLE
		OVERHEAD UTILITIES
		ELEC. UTILITY
		ELEC. MANHOLE
		LIGHT POLE
		TELEPHONE UTILITY
		UNDERGROUND FIBER OPTIC MARKER
		TELEPHONE MANHOLE
		UNDERGROUND GAS MARKER
		CHAIN LINK FENCE
		PRIVACY FENCE
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		RETAINING WALL

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Know what's below.
Call before you dig.

SITE PLAN RELEASE

FILE NUMBER: SPC-2014-0442C EXPIRATION DATE: _____
CASE MANAGER: DONNA GALATI APPLICATION DATE: NOV. 3, 2014
APPROVED ADMINISTRATIVELY ON: _____
APPROVED BY PLANNING COMMISSION ON: _____
APPROVED BY CITY COUNCIL ON: _____
under Section 112 of Chapter 25-5 of the Austin City Code.

Director for Planning and Development Review Department
DATE OF RELEASE: _____ Zoning: GO-CO-NP
Rev. No. 1 _____ Correction No. 1
Rev. No. 2 _____ Correction No. 2
Rev. No. 3 _____

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SUNSET RIDGE
8401 SOUTHWEST PKWY. AUSTIN, TX 787235
DETAILED SITE PLAN

REVISIONS		
NO.	DESCRIPTION	BY DATE

DATE: 7/10/2015
DESIGNED BY: MFC
DRAWN BY: MFC
CHECKED BY: MFC
DRAWING NAME: A188-002-SP01

RESE B. HURLEY
98211
PROFESSIONAL ENGINEER
07/13/2015

LJA Engineering, Inc.
Phone 512.539.4700
Fax 512.539.4716
Suite 150
Austin, Texas 78735
FRNF-1388

JOB NUMBER:
A188-402

SP02

SHEET NO.
10
OF 47 SHEETS

SPC-2014-0442C

**AMENDMENT OF RESTRICTIVE COVENANT
FOR
ZONING CASE NO. C14-85-288.166**

Owner: Los Indios Ventures, Inc., a Texas corporation

Address: 151 South 1st Street, Suite 200, Austin, Texas 78704

City: The City of Austin, a home-rule city, municipal corporation and political subdivision of the State of Texas, in Travis County, Texas.

City Council: The City Council of the City of Austin

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

WHEREAS, Boston Lane G.L.S. Joint Venture, as owner of all that certain property described in Zoning File No. C14-85-288.166, consisting of approximately 9.6 acres of land (the "Property"), as more particularly described in the restrictive covenant recorded in the Real Property Records of Travis County, Texas, in Volume 10801, Page 236, (the "Restrictive Covenant") imposed certain restrictions and covenants on the Property by the Restrictive Covenant of record.

WHEREAS, the Restrictive Covenant provided that the covenant could 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, or such other governing body as may succeed the city Council of the City of Austin, and (b) the Owner(s) of the Property at the time of such modification, amendment or termination.

WHEREAS, Los Indios Ventures, Inc., a Texas corporation is the current owner (the "Owner") of the Property on the date of this Amendment of Restrictive Covenant (the "Amendment") and desires to amend the Restrictive Covenant as to the Property.

WHEREAS, the City Council and the Owner agree the Restrictive Covenant should be amended.

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants, and agreement hereinafter set forth, the City of Austin and the Owner agree as follows:

1. Paragraph No. 1 of the Restrictive Covenant is deleted in its entirety and the following provisions are substituted in its place.

6-10-10
#58

1 (A). The Property may be developed up to a floor-to-area ratio of 0.5 to 1.0 for an office use, provided that the Property is developed in accordance with the following standards:

- a. Impervious cover is limited to 55 percent.
- b. Water quality facilities which meet non-degradation standards as defined by the Save Our Springs Ordinance, in accordance with Section 1.6.9.3 (Control Measure Design) of the Environmental Criteria Manual.
- c. Except for emergency access purposes, vehicular access to Sunset Ridge is prohibited.

1 (B). The Property may be developed with a religious assembly use and related administrative support, day care services and educational facilities (collectively, "Religious Assembly Use"), provided that the Property is developed in accordance with the following standards:

- a. Water quality facilities which meet non-degradation standards as defined by the Save Our Springs Ordinance, in accordance with Section 1.6.9.3 (Control Measure Design) of the Environmental Criteria Manual.
- b. It is expressly acknowledged that the standards described in subparagraph (a) and (c) in Section 1(A) above shall not apply to a Religious Assembly Use.

1(C). If the Property is developed for any use permitted under the Restrictive Covenant other than office use, as described in 1(A) above, the Property shall be limited to a maximum floor-to-area ratio of 0.25 to 1.0.

2. The following uses are prohibited uses of the Property and are removed from the list of permitted uses set forth in Paragraph 3 of the Restrictive Covenant:

Agricultural sales and services	Building maintenance services
Business support services	Construction sales and services
Service station	Custom manufacturing
Limited warehousing and distribution	General warehousing and distribution
Maintenance and service facilities	Railroad facilities

3. Except as expressly provided for in this Amendment, each and every one of the terms, conditions, and provisions of the Restrictive Covenant, as set forth in the Restrictive Covenant, shall continue in full force and effect on and after the effective date of this Amendment and shall apply to a Religious Assembly Use, including without limitation, the impervious cover provisions contained in Paragraph No. 2 of the Restrictive Covenant.
4. The City Manager, or his designee, shall execute, on behalf of the City, this Amendment for Zoning File No. C14-85-288.166, as authorized by the City Council of the City of Austin. The Amendment shall be filed in the Official Public Records of Travis County, Texas.

EXECUTED to be effective the 21st day of June, 2010

OWNER:

Los Indios Ventures, Inc., a Texas corporation

By: 

Tim Jamail, President

CITY OF AUSTIN:By: 

Sue Edwards,
Assistant City Manager,
City of Austin

APPROVED AS TO FORM:



Assistant City Attorney
City of Austin

THE STATE OF TEXAS

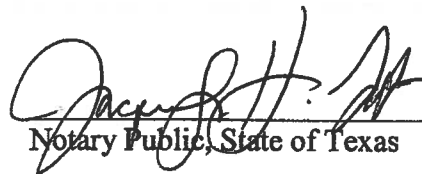
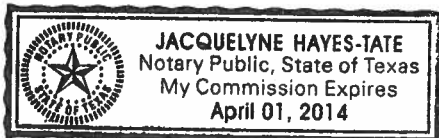
:

COUNTY OF TRAVIS

:

:

This instrument was acknowledged before me on this the 14th day of JUNE, 2010 by Tim Jamail, President of Los Indios Ventures, Inc., a Texas corporation, on its behalf.


Notary Public, State of Texas

THE STATE OF TEXAS

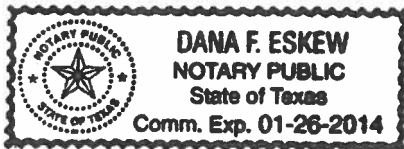
:

:

COUNTY OF TRAVIS

:

This instrument was acknowledged before me on this the 28 day of June, 2010, by Sue Edwards, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation.



Dana F. Eskew
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of Austin Law Department

P.O. Box 1088

Austin, Texas 78767-1088

Attn: Diana Minter, Paralegal

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jul 01, 2010 04:44 PM

2010095372

FERGUSONLL: \$28.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

TRAVIS COUNTY CLERK
P.O. BOX 149325
AUSTIN, TX 78714-9325
(512) 854-9188

ISSUED TO:
LOS INDIOS VENTURES INC LOS

RECEIPT # 55892
DATE 07/01/2010 04:44:41 PM

DOCUMENT # PGS FEE

2010095372 4
OTHER 28.00

=====

Total Amount Due 28.00

CHECK 2490 28.00

=====

Total Payment 28.00

HAVE A NICE DAY
INDEXES AVAILABLE
[HTTP://DEED.CO.TRAVIS.TX.US](http://deed.co.travis.tx.us)
DANA DEBEAUVOIR
COUNTY CLERK
Deputy: FERGUSONLL

TRAVIS COUNTRY WEST OWNER'S ASSOCIATION, INC.

December 18, 2015

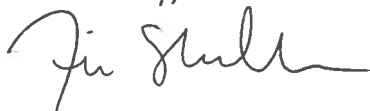
Re: 8401 Southwest Parkway
Sunset Ridge - SPC-2014-0442C

To Whom It May Concern:

The purpose of this letter is to express the support of Travis Country West Owner's Association, Inc. (TCWOA) for the approval of the currently pending site plan of the project referenced above, subject to the Applicant's compliance with the existing Agreement Regarding Development executed by the Applicant and TCWOA. TCWOA is the property owners association for the Travis Country West subdivision, a residential development situated immediately east and generally south of the project.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Shelhamer", written in a cursive style.

Tim Shelhamer
Director

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into as of the 18th day of December, 2015, is entered to by and among **Los Indios Ventures, Inc.**, a Texas corporation ("*Los Indios*"), **Travis Country West Owners Association, Inc.**, a Texas non-profit corporation (the "*TCWOA*"), and **Independence Title Company** ("*Escrow Agent*").

RECITALS:

A. Los Indios and TCWOA have executed that certain Agreement Regarding Development, a copy of which is attached hereto as Exhibit "A".

B. TCWOA is the property owners association for the Travis Country West, Sections One and Two subdivisions, which, collectively, make up the residential development situated immediately east and generally south of the Los Indios Property, and which subdivisions are described in those certain plats recorded under Document No. 200100144 and Document No. 200100145, both of the Official Public Records of Travis County, Texas (collectively referred to herein as the "*Subdivision*").

C. Pursuant to the Agreement, Los Indios has agreed to escrow with the Escrow Agent \$30,000, for the purposes more fully set forth herein and subject to the terms and conditions hereof.

D. Defined terms used herein and not otherwise defined herein shall have the meaning given such terms in the Agreement Regarding Development.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, Los Indios, TCWOA, and Escrow Agent agree as follows:

1. **Escrowed Funds.** Los Indios has delivered to Escrow Agent the sum of \$30,000.00 (the "*Escrowed Funds*") to be held by Escrow Agent in accordance with the terms and provisions of this Agreement. The Escrowed Funds shall be deposited in an interest bearing account, with the interest thereon payable to the party entitled to receipt of the Escrowed Funds. Escrow Agent acknowledges receipt of the Escrowed Funds.

2. **Appointment of Agent.** Los Indios and TCWOA hereby designate and appoint Escrow Agent as escrow agent to serve in accordance with the terms of this Agreement. Escrow Agent hereby accepts such appointment and agrees to perform its duties in accordance with the terms and conditions of this Agreement.

3. **Purpose of Escrow.** The Escrowed Funds may be used by TCWOA to construct traffic calming measures approved by the City of Austin within the Subdivision or to pursue the privatizing of Sunset Ridge between Old Bee Cave Road and Cobblestone Street and the construction of gated access improvements. The Escrowed Funds can be used by TCWOA for gate and other improvement construction costs, or installation and/or construction of other traffic calming devices and improvements, and for attorney's fees, consulting work, engineering fees, permit fees, and street vacation fees and costs, in connection with the aforementioned gating or traffic calming measures as determined by TCWOA. Any costs or expenses incurred by TCWOA for any of the purposes described in this Section 3 are "*Permitted Costs*".

4. **Disbursement Prerequisites.** At such time as TCWOA incurs any Permitted Costs for which TCWOA desires to be reimbursed from the Escrowed Funds, TCWOA will submit to Los Indios and Escrow Agent a written request for payment together with copies of invoices, bills, and other supporting documentation which provides reasonable verification that TCWOA has incurred such Permitted Costs. Unless within ten (10) days after receipt of the request for payment Los Indios gives written notice of its objection to the disbursement of Escrowed Funds in accordance with the request for payment, the Escrow Agent shall disburse and pay to TCWOA the requested payment as reimbursement for such Permitted Costs. Los Indios agrees that it may only object if it reasonably and in good faith believes any request for payment includes costs that are not properly Permitted Costs. Concurrently with any such objection, Los Indios shall set forth in detail the reasons it contends that such costs are not Permitted Costs. Disbursements shall be made not more often than once each month.

5. **Term of Escrow Agreement.** This Agreement shall have a term of three (3) years. After the expiration of three (3) years from the date hereof, all Escrowed Funds which have not been disbursed shall be tendered by Escrow Agent to Los Indios and the duties and obligations of Escrow Agent under this Agreement shall automatically expire.

6. **Escrow Agent's Right to Rely.** Escrow Agent shall be entitled to rely completely on any statements, letters, certificates or other written communications received from Los Indios or TCWOA without having to investigate the accuracy or truth of any information set forth in any such communication.

7. **Limit of Liability.** Escrow Agent shall not be liable for any error of judgment, or for any act done or steps taken or made by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own negligence, willful misconduct, or its own breach of this Agreement.

8. **Scope of Undertaking.** Escrow Agent's duties and responsibilities are limited to those expressly set forth in this Agreement. Escrow Agent has no responsibility or obligation of any kind in connection with this Agreement and the Escrowed Funds, other than to receive, hold and deliver the Escrowed Funds as herein provided.

9. **Right of Interpleader.** Should any controversy arise between or among the parties or any other person, firm or entity with respect to this Agreement, the Escrowed Funds, or any part thereof, or the right of any party or other person to receive the Escrowed Funds, or should the Escrow Agent resign and Los Indios and TCWOA fail to designate another escrow agent, or if Escrow Agent should be in doubt as to what action to take, Escrow Agent shall have the right, but not the obligation, either to: (a) withhold delivery of the Escrowed Funds until the controversy is resolved, the conflicting demands are withdrawn, or its doubt is resolved, or (b) institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties hereto. The right of the Escrow Agent to institute such a bill of interpleader shall not, however, be deemed to modify the manner in which Escrow Agent is entitled to make disbursements of the Escrowed Funds as hereinabove set forth other than to tender the Escrowed Funds into the registry of such court. Should a bill of interpleader be instituted, or should Escrow Agent be threatened with litigation or become involved in litigation in any manner whatsoever on account of this Agreement or the Escrowed Funds, then, as between themselves and Escrow Agent, the parties jointly and severally hereby bind and obligate themselves, their successors and assigns, to pay to Escrow Agent its attorney's fees and any and all other disbursements, expenses, losses, costs and damages of Escrow Agent in connection with or resulting from such threatened or actual litigation.

10. **Conflict.** In the event of any disagreement or conflicting instructions resulting in adverse claims or demands being made upon Escrow Agent in connection herewith, or in the event that Escrow Agent, in good faith, is in doubt as to what action should be taken hereunder, it may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, Escrow Agent shall not be or become liable in any way or to any party for its failure or refusal to act until all differences shall have been adjusted and all doubt resolved.

11. **Instructions; Attachment and Garnishment.** Escrow Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by any of the other parties hereto or by any other person, firm or entity, except only such notices or instructions as are hereinabove provided for and orders or process of any court entered or issued with or without jurisdiction. If any part of the Escrowed Funds is at any time attached, garnished or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any part of the Escrowed Funds shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting the Escrowed Funds or any part thereof, then and in any of such events Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it under the terms of this Agreement or otherwise; and if Escrow Agent complies with any such order, writ, judgment or decree it shall not be liable to any of the parties hereto or to any other person, firm or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

12. **Indemnity.** Los Indios and TCWOA jointly and severally agree to indemnify Escrow Agent, its partners, employees, agents and counsel (each herein called as "*Indemnified Party*") against, and hold each Indemnified Party harmless from, any and all losses, costs, damages, claims, fees and other expenses of any kind or nature, including but not limited to attorneys' fees and costs of investigation, suffered or incurred by any Indemnified Party in connection with or arising from or out of this Agreement; except, however, that this indemnity will not cover claims or expenses which directly result from and are attributable to the willful misconduct or gross negligence of the Indemnified Party.

13. **Compensation.** Los Indios and TCWOA jointly and severally agree to pay to Escrow Agent, in advance and in equal shares, Escrow Agent's escrow fees.

14. **Resignation.** Escrow Agent may resign upon ten (10) days' prior written notice to Los Indios and TCWOA and all other parties designated for notice below and, upon joint instructions of Los Indios and TCWOA, shall deliver the Escrowed Funds to any designated substitute Escrow Agent mutually selected by Los Indios and TCWOA. If Los Indios and TCWOA fail mutually to designate a substitute Escrow Agent within ten (10) days after the giving of such notice, Escrow Agent may, in its sole discretion and its sole option, institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties hereto.

15. **Remedies Cumulative.** The rights and remedies of the parties hereunder are cumulative and not exhaustive of any rights or remedies to which they would otherwise be entitled. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

16. **No Assignment.** No party shall sell, pledge, assign, or otherwise transfer its rights under this Agreement without the prior written consent of the other party; provided, however, the Escrow Agent may resign upon compliance with the provisions of Section 14 above.

17. **Notice.** Except as otherwise provided to the contrary herein, any notice, request, demand, statement or consent given or made hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested and shall be deemed given when postmarked and addressed as follows:

If to Los Indios: Los Indios Ventures, Inc.
Attn: Mr. Tim Jamail
1006 Mopac Circle, Suite 101
Austin, Texas 78746

With a copy to: Timothy C. Taylor, Esq.
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701

If to TCWOA: Travis Country West Owners Association, Inc.
c/o Ascension Property Management
P.O. Box 6527
Round Rock, Texas 78683

With a copy to: Jeffrey S. Howard, Esq.
McLean & Howard, LLP
Barton Oaks Plaza, Building II
901 South MoPac Expressway, Suite 225
Austin, Texas 78746

If to Escrow Agent: Independence Title Company
Attn: Ms. Carol Bellomy
5503 Balcones Drive
Austin, Texas 78731

Any party may designate a change of address by notice to the other parties, given at least fifteen (15) days before such change of address is to become effective. The foregoing notwithstanding, any notice hereunder shall be effective when actually received by the other party.

18. **General Terms.**

(a) **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN TEXAS.

(b) **Successors and Assigns; No Third Party.** This Agreement shall be binding upon and inure to the benefit of Los Indios, TCWOA, and Escrow Agent, and their respective successors and permitted assigns. This Agreement is not intended to confer on any person other than Los Indios, TCWOA, and Escrow Agent, and their successors and permitted assigns any rights, obligations, remedies, or liabilities.

(c) **Amendment; Waiver.** This Agreement may not be amended or modified orally, but only by a written agreement executed by Los Indios, TCWOA, and Escrow Agent. No delay or omission by Los Indios, TCWOA, and Escrow Agent in exercising any power or right hereunder shall impair any such right or power or be construed as a waiver thereof, or any acquiescence therein, nor shall any single or partial exercise of any such power preclude other or further exercise thereof, or the exercise of any other right or power hereunder.

(d) Number and Gender; Captions. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

(e) Severability. In case any of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(g) Facsimile and Electronic Signatures. Los Indios, TCWOA, and Escrow Agent agree that this Agreement may be transmitted by facsimile machine or by electronic scanning and e-mail, and the parties intend that faxed or electronically scanned signatures shall constitute original signatures. A facsimile or scanned copy of this Agreement with the signature, original, faxed, or scanned, of all of the parties shall be binding on the parties. Facsimile copies of notices required or permitted hereunder shall be binding and effective, and e-mail notices are permitted and shall be binding and effective if and only if the recipient confirms receipt of such e-mail notice by reply e-mail.


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EXECUTED this 19th day of December, 2015.

Los Indios Ventures, Inc.
(a Texas corporation)

By: 
Tim Jamail, President

Travis Country West Owners Association, Inc.
(a Texas non-profit corporation)

By: 
Name: Timothy Shelhamer
Title: DIRECTOR

ESCROW AGENT:

Independence Title Company

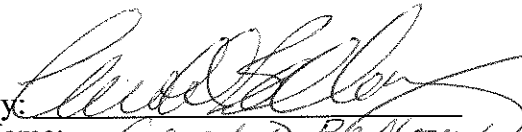
By: 
Name: Carol D. Bellomy
Title: ESCROW OFFICER

EXHIBIT "A"**AGREEMENT REGARDING DEVELOPMENT**

THIS AGREEMENT REGARDING DEVELOPMENT (this "*Agreement*") is entered into by and between **Los Indios Ventures, Inc.**, a Texas corporation ("*Los Indios*") and **Travis Country West Owners Association, Inc.**, a Texas non-profit corporation (the "*TCWOA*").

RECITALS:

A. Los Indios is the owner of that certain 9.606 acre tract of land in Travis County, Texas, more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all pertinent purposes (the "*Los Indios Property*").

B. TCWOA is the property owners association for the Travis Country West subdivision, a residential development situated immediately east and generally south of the Los Indios Property (the "*TCW Development*").

C. Los Indios has received written confirmation from the City of Austin (the "*City*") acknowledging that the Los Indios Property is entitled to be developed under prior City water quality regulations known as the Williamson Creek Ordinance, as set forth in the letter dated March 25, 2008, from the City to Los Indios, a copy of which TCWOA acknowledges receiving, and as verified by the City in connection with Los Indios' request for the proposed amendment to the City Restrictive Covenant described below.

D. There is a Restrictive Covenant covering the Los Indios Property, being the instrument of record in Volume 10801, Page 0236, Real Property Records of Travis County, Texas (the "*City Restrictive Covenant*"). The City Restrictive Covenant currently limits the applicable Floor-to-Area Ratio ("*FAR*") (as that term is defined in the Austin City Code) of the Los Indios Property to 0.25 : 1.

E. Los Indios has requested proposed amendments to the City Restrictive Covenant with the City. These amendments include a revised FAR of 0.50 : 1 for the Los Indios Property if it is used for office use (if the Los Indios Property is used for religious assembly purposes, as described below, or any other use permitted by the applicable zoning and the City Restrictive Covenant, then the FAR remains at 0.25 : 1).

F. Los Indios has entered into negotiations with All Saints Presbyterian Church ("*ASPC*") to sell the Los Indios Property to ASPC. If acquired by ASPC, the Los Indios Property will be used for religious assembly and related uses. Therefore, the proposed amendment to the Restrictive Covenant will also provide for an additional use to allow for religious assembly and private primary and/or secondary educational facilities/administrative support services in connection with religious assembly use. If a church purchases the property, it will not need the additional FAR, but the church will need the Restrictive Covenant to include the additional civic use of religious assembly and private primary or secondary educational facilities.

G. Los Indios may also request a variance from the City's compatibility setback requirements which are triggered by the SF-2 zoning of the conservation easement tract owned by TCWOA abutting the eastern property line of the Los Indios Property, whether the ultimate use is office or religious assembly, for the sole purpose of allowing the Southwest Parkway driveway access to be located along such easterly property line for increased sight visibility to address traffic safety concerns.

AGREEMENTS:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Los Indios to TCWOA, the receipt and sufficiency of which is hereby acknowledged, Los Indios, for and in consideration of and reliance upon TCWOA's and the TCW Development's support with the City of the proposed amendments to the City Restrictive Covenant, of the proposed zoning change of the Los Indios Property from IP to GO, and of the variance described in Recital Paragraph G above (if requested), and of site plan approval that complies with the applicable City requirements for development of the Los Indios Property for either an office project (that is consistent with the terms of this Agreement and the Office CCRs, and is in general accordance with the site plan attached as Exhibit "B") or church project (that is consistent with the terms of this Agreement and the Church CCRs) as described in the Recitals above, Los Indios and TCWOA agree as follows.

1. **Recitals.** The above and foregoing Recitals are true and correct.
2. **Office Use.** If ASPC or another church does not purchase the Property, Los Indios intends to develop the Los Indios Property for office uses or to sell the Los Indios Property for development for an office use. In consideration of TCWOA's support for the amendment of the City Restrictive Covenant regarding the FAR increase to 0.50 : 1 for such office use only, at Planning Commission and City Council, and the TCWOA's support for the limited compatibility waiver variance described in Recital Paragraph G above before the Board of Adjustment, if requested, and of a site plan for an office project (that is consistent with the terms of this Agreement and the Office CCRs and is in general accordance with the site plan attached as Exhibit "B"), Los Indios agrees that it will: (i) revise its approved site plan to relocate the office building footprint as a three and four story building further to the west; (ii) construct a structured parking garage towards the center of the tract limited in height to 45 feet; and (iii) relocate the proposed access drive to Sunset Ridge (which currently is proposed at the southeastern corner of the tract) to the southwestern side of the tract, and prohibit all access to (and from) Sunset Ridge from (and to) the Los Indios Property (including prohibiting any such access to or from the Los Indios Property though the property adjacent to the Los Indios Property [but expressly not limiting access by such adjacent property to and from Sunset Ridge]) except only to allow emergency vehicle access via a "crash gate" from Sunset Ridge, all in accordance with the site plan and driveway detail attached to this Agreement as described in Exhibit "B". With respect to the Sunset Ridge "crash gate", Los Indios further agrees that in the event that any emergency access via Sunset Ridge should occur, Los Indios shall cause the "crash gate" to be secured and closed, prohibiting general access to Sunset Ridge within 24 hours of the emergency. In addition, Los Indios may elect, in its discretion, to relocate the proposed access drive to Southwest Parkway along the easterly property line of the Los Indios Property. In addition, Los Indios agrees that upon issuance of a site development permit for the development of the Los Indios Property for office use or prior to (or concurrently with) any sale by Los Indios of the Los Indios Property to any third party other than ASPC or another church or religious institution, the Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "C" (the "Office CCRs") shall be recorded in the Official Public Records of Travis County, Texas, against the Los Indios Property. As set forth below, Los Indios has escrowed [or will escrow prior to City Council action on the proposed amendment to the City Restrictive Covenant] the Office CCRs, executed by Los Indios, with Jeffrey S. Howard, attorney for TCWOA ("Howard") and Howard, by joinder below, acknowledges that he will hold the Office CCRs in escrow and not record them until such time as Los Indios gives TCWOA and Howard written notice that either the site development permit for office use has been issued or Los Indios is preparing to close the sale of the Los Indios Property to a third party for use other than religious assembly (which notice Los Indios hereby covenants and agrees to give promptly upon satisfaction of either condition).

3. **Religious Assembly Use.** In the event that Los Indios does sell the Los Indios Property to ASPC or another church for religious assembly and/or private primary or secondary educational facilities in connection with the religious assembly use: (a) the FAR for the Los Indios Property shall be limited to and will not exceed 0.25 : 1, and the building height and height of all structures shall be limited to and will not exceed 45-feet (subject to an allowance for additional height of 52 feet for church steeple as set forth in the Church CCRs, as described and defined below); (b) the access drive to Sunset Ridge (which currently is at the southeastern corner of the tract) will be relocated to the southwestern side of the tract, and access to (and from) Sunset Ridge from (and to) the Los Indios Property shall be prohibited (including prohibiting any such access to or from the Los Indios Property though the property adjacent to the Los Indios Property [but expressly not limiting access by such adjacent property to and from Sunset Ridge]) except only to allow emergency vehicle access via a "crash gate" from Sunset Ridge ; and (c) items (i) and (ii) in Section 1 above will not apply. With respect to the Sunset Ridge "crash gate", Los Indios further agrees that in the event that any emergency access via Sunset Ridge should occur, Los Indios shall cause the "crash gate" to be secured and closed, prohibiting general access to Sunset Ridge within 24 hours of the emergency. In addition, Los Indios agrees that prior to or at the closing the sale of the Los Indios Property to ASPC or another church, the Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "D" (the "Church CCRs") will be recorded in the Official Public Records of Travis County, Texas, against the Los Indios Property.

4. **Traffic Calming.** In further consideration for TCWOA's support of the Restrictive Covenant amendment and the limited Board of Adjustment variance described in Recital G above and of site plan approval that complies with the applicable City requirements for for either an office project (that is consistent with the terms of this Agreement and the Office CCRs and is in general accordance with the site plan attached as Exhibit "B") or church project (that is consistent with the terms of this Agreement and the Church CCRs), Los Indios agrees to continue to support and reasonably cooperate with TCWOA's efforts to achieve meaningful traffic calming measures within the TCW Development and approved by the City. Los Indios agrees that it will escrow the sum of \$30,000 (the "Escrowed Funds") in accordance with the escrow agreement attached hereto as Exhibit "E" (the "Escrow Agreement"), and with a mutually and reasonably acceptable title company as escrow agent, to demonstrate its support for these neighborhood efforts and to fund all or a portion of the costs for such traffic calming measures. This Escrowed Funds shall be escrowed pursuant to the Escrow Agreement whether an office project, a church, or some other use is developed on the Los Indios Property, and the Escrowed Funds may be used to construct traffic calming measures approved by the City within the neighborhood or to pursue the privatizing of Sunset Ridge between Old Bee Cave Road and Cobblestone Street and the construction of gated access improvements. The Escrow Agreement will provide that the Escrowed Funds can be used by the neighborhood for gate and other improvement construction costs, or installation and/or construction of other traffic calming devices and improvements, and for attorney's fees, consulting work, engineering fees, permit fees, and street vacation fees and costs, in connection with the aforementioned gating or traffic calming measures as determined by TCWOA and in accordance with the Escrow Agreement. The Escrowed Funds will be escrowed with the escrow agent and the Escrow Agreement signed upon the earlier to occur of (i) a date which is five (5) years from the effective date hereof, or (ii) at the time of final site plan approval by the City of either the proposed office project, religious assembly use, or some other use permitted on the property, and which escrow will remain in place for a period of three (3) years, at the end of which time any remaining funds will be refunded to Los Indios.

5. **City Approval Required.** In the event the amendments to the Restrictive Covenant described herein are not approved by the City, then this Agreement shall be rendered null and void and of no further force and effect, the executed Office CCRs will be released and

returned to Los Indios and will not be recorded, and TCWOA will promptly execute a termination of the Memorandum of Agreement.

6. **Memorandum of Agreement.** Prior to the Austin City Council meeting where the amendment to the Restrictive Covenant and the zoning change is to be considered, Los Indios and TCWOA will record in the Official Public Records of Travis County, Texas, a Memorandum of Agreement, substantially in the form attached hereto as Exhibit "F". TCWOA covenants and agrees that it will execute and deliver to Los Indios a release of the Memorandum of Agreement for recordation at such time as (i) either the Office CCRs or the Church CCRs are recorded in the Official Public Records of Travis County, Texas, and (ii) the Escrowed Funds are delivered to the Escrow Agent.

7. **Notices.** Any notices shall be in writing and given by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the following address, or such other address as may be designated by such party:

<u>If to Los Indios:</u>	Los Indios Ventures, Inc. Attn: Mr. Tim Jamail 151 South 1st Street, Suite 200 Austin, Texas 78701
<u>With copy to:</u>	Terrence L. Irion, Esq. Irion Slade, PLLC 2224 Walsh Tarlton, Suite 210 Austin, Texas 78746
<u>With a copy to:</u>	Timothy C. Taylor, Esq. Jackson Walker L.L.P. 100 Congress Avenue, Suite 1100 Austin, Texas 78701
<u>If to TCWOA:</u>	Travis Country West Owners Association, Inc. c/o Goodwin Management 11149 Research Blvd., Suite 100 Austin, Texas 78759-5227
<u>With a copy to:</u>	Jeffrey S. Howard, Esq. McLean & Howard, LLP Barton Oaks Plaza, Building II 901 South MoPac Expressway, Suite 225 Austin, Texas 78746 Phone (512) 328-2008; Fax: (512) 328-2409 E-mail: jhoward@mcleanhowardlaw.com

All notices under this Agreement shall 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 party may change its address for notices by giving the other parties not less than fifteen (15) days' advance written notice of the change in the manner provided above.

8. General and Miscellaneous Provisions.

(a) Governing Law. This Agreement shall be construed and governed under the laws of the State of Texas.

(b) Attorneys' Fees. The Prevailing Party in any legal proceeding based on or arising from or in connection with this Agreement may recover reasonable attorneys' fees, investigation costs, and other costs incurred in connection with such legal proceeding from the party which is not the Prevailing Party, in addition to any other relief to which such Prevailing Party is entitled. The reasonableness of such costs and attorneys' fees shall be determined by the court and not the jury. "*Prevailing Party*" means that party which the court finds and/or declares is the prevailing party, whether or not that party obtains monetary, declaratory, injunctive, equitable or nominal relief. With respect to any monetary claim, no award of damages shall be necessary in order for a party to be found by the court to have prevailed. With respect to any non-monetary claim, no equitable relief shall be necessary in order for a party to be found by the court to have prevailed.

(c) Terminology and Captions. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All section headings, captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

(d) Severability. If any part or provision of this Agreement shall be declared invalid, by judgment or court order, the same shall not affect any other provisions of this Agreement and such remaining portions of this Agreement shall remain in full force and effect.

(e) Merger. This Agreement, together with the exhibits attached hereto constitute the entire agreement among the parties relative to the subject matter hereof and supersede any prior understanding or written or oral agreements among the parties respecting the subject matter hereof.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Los Indios, TCWOA and their respective successors and assigns. The parties hereto agree that the obligations of Los Indios shall be covenants running with the land and shall be binding on and inure to the benefit of subsequent owners and successors in interest of all or any portion of the Los Indios Property, and the Memorandum of Agreement shall give any such subsequent owners or successors in interest notice of such covenants.

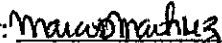
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EXECUTED this 8th day of JUNE, 2010.

Los Indios Ventures, Inc.
(a Texas corporation)

By: 
Tim Jamall, President

Travis Country West Owners Association, Inc.
(a Texas non-profit corporation)

By: 
Name: Marco D. Martwitz
Title: PRESIDENT, TCWOA

Jeffrey S. Howard acknowledges the terms of this Agreement with respect to the escrowing of the Office CCRs and agrees that if Los Indios delivers the executed Office CCRs to him then he will hold such Office CCRs in escrow in accordance with the terms of this Agreement.



Jeffrey S. Howard

EXHIBIT "A"CARSON AND BUSH
PROFESSIONAL SURVEYORS, INC.1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

JANUARY 9, 2003

FIELD NOTE DESCRIPTION OF 9.606 ACRES OF LAND OUT OF THE JOSIAH HUDSON SURVEY ABSTRACT No. 410 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (2.691 ACRE) TRACT AND ALL OF THAT CERTAIN (6.913 ACRE) TRACT OF LAND, BOTH HAVING BEEN CONVEYED TO LOS INDIOS VENTURES, INC. BY WARRANTY DEED RECORDED IN DOCUMENT TRV 2001073406 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the Southwest right-of-way line Southwest Parkway for the Northeasterly corner of that certain (2.691 acre) tract of land as conveyed to Los Indios Ventures, Inc. by Warranty Deed recorded in Document TRV 2001073406 of the Official Public Records of Travis County, Texas, and for the most Northerly corner of that certain (36.085 acre) tract of land as conveyed to Emerald Builders, Ltd. by Special Warranty Deed recorded in Document TRV 2001059318 of the Official Public Records of Travis County, Texas, and being the most Easterly corner and **PLACE OF BEGINNING** of the herein described tract;

THENCE leaving the Southwest right-of-way line of Southwest Parkway, S 37 deg. 47' 34" W at 463.53 ft. passing the record Southerly corner of said Los Indios Ventures, Inc. (2.691 acre) tract and an angle corner of that certain (6.913 acre) tract of land as conveyed to Los Indios Ventures, Inc. by Warranty Deed recorded in Document TRV 2001073406 of the Official Records of Travis County, Texas, and continuing along the same course for a total distance of 487.20 ft. to a ½" iron pipe found for an angle corner of said Los Indios Ventures, Inc. (6.913 acre) tract and for an angle corner of this tract;

THENCE with the Southeast line of said Los Indios Ventures, Inc. (6.913 acre) tract, S 37 deg. 17' 52" W 466.95 ft. to a ½" iron pipe found in the Northeast right-of-way line of Sunset Ridge Road for the most Southerly corner of said Los Indios Ventures, Inc. (6.913 acre) tract and for the most Westerly corner of said Emerald Builders, Ltd. (36.085 acre) tract and being the most Southerly corner of this tract;

THENCE with the Northeast right-of-way line of Sunset Ridge Road and with the Southwest line of said Los Indios Ventures, Inc. (6.913 acre) tract, N 51 deg. 03' 42" W 416.47 ft. to a ½" iron pipe found for the Southwesterly corner of said Los Indios Ventures, Inc. (6.913 acre) tract and for the most Southerly corner of that certain (9.9692 acre) tract of land as conveyed to Tim Jamail by Special Warranty Deed recorded in Volume 12005 Page 2200 of the Real Property Records of Travis County, Texas, and for the most Westerly or Southwesterly corner of this tract;

THENCE leaving the Northeast right-of-way line of Sunset Ridge Road with the Westerly line of said Los Indios Ventures, Inc. (6.913 acre) tract, the following three (3) courses;

- 1) N 39 deg. 23' 05" E 326.95 ft. to a ½" iron pipe found;
- 2) N 38 deg. 37' 27" E 494.22 ft. to a ½" iron rod found;
- 3) N 21 deg. 59' 46" E 262.43 ft. to a spindle found in the curving Southwest right-of-way line of Southwest Parkway for the most Northerly corner of said Los Indios Ventures, Inc. (6.913 acre) tract and for the most Easterly corner of said Jamail (9.9692 acre) tract of land, and being the most Northerly corner of this tract;

THENCE with the Southwesterly right-of-way line of Southwest Parkway, the following six (6) courses;

- 1) along a curve to the right with a radius of 1410.00 ft. for an arc length of 12.60 ft. and which chord bears S 44 deg. 28' 11" E 12.60 ft. to a ½" iron rod found;
- 2) S 45 deg. 22' 23" E 93.93 ft. to a ½" iron rod found for an angle corner;
- 3) S 41 deg. 31' 40" E 94.78 ft. to a ½" iron rod found for an angle corner;
- 4) S 31 deg. 48' 00" E 38.00 ft. to a ½" iron rod found for an angle corner;
- 5) S 32 deg. 15' 49" E 156.47 ft. to a ½" iron rod found for an angle corner;
- 6) S 32 deg. 35' 21" E 91.24 ft. to the **PLACE OF BEGINNING** containing 9.606 acres of land.

PREPARED JANUARY 9, 2003, FROM SURVEYS PERFORMED IN AUGUST, 2001.

Holt Carson

Holt Carson
Registered Professional Land Surveyor No. 5166

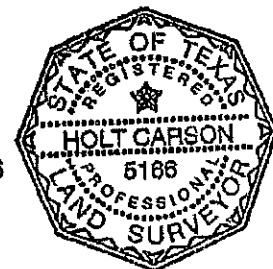


EXHIBIT "A"

PAGE 2

EXHIBIT uc 11**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "*Declaration*") is executed by **Los Indios Ventures, Inc.**, a Texas corporation ("*Los Indios*"), **Tim Jamail**, a resident of Austin, Travis County, Texas ("*Jamail*"), and **Travis Country West Owners Association, Inc.**, a Texas non-profit corporation, doing business at 11149 Research Blvd., Suite 100, Austin, Texas 78759-5227 ("*TCWOA*").

RECITALS:

A. Los Indios is the owner of that certain 9.606 acre tract of land in Travis County, Texas, more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all pertinent purposes (the "*Los Indios Property*").

B. Jamail is the owner of that certain 9.9692 acre tract of land in Travis County, Texas, located generally west of and adjacent to the Los Indios Property and being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein by reference for all pertinent purposes (the "*Jamail Property*").

C. TCWOA is the property owners association for the Travis Country West, Sections One and Two subdivisions, which, collectively, make up the residential development situated immediately east and generally south of the Los Indios Property, and which subdivisions are described in those certain plats recorded under Document No. 200100144 ("*Section 1*") and 200100145 ("*Section 2*") of the Official Public Records of Travis County, Texas. Section 1 and Section 2 are collectively referred to herein as the "*Subdivision*".

D. TCWOA is further referenced as the property owners association described in that certain Declaration of Covenants, Conditions and Restrictions for Travis Country West Subdivision as recorded under Document No. 2002069094 of the Official Public Records of Travis County, Texas (the "*CCRs*").

E. Pursuant to the CCRs, TCWOA has the authority to own, operate and maintain certain "Common Areas" and "Facilities" (as those terms are defined in the CCRs), located within the Subdivision, and, pursuant to such authority, currently owns, operates and maintains Common Areas and Facilities within the Subdivision.

F. TCWOA has requested that certain covenants, conditions and restrictions be placed on the Los Indios Property to protect the value and quality of life of the owners of the Subdivision, and Los Indios has agreed to those covenants, conditions and restrictions.

DECLARATION AND AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by TCWOA to Los Indios, the receipt and sufficiency of which is hereby acknowledged, Los Indios and TCWOA agree that the Los Indios Property shall be encumbered with the following covenants, conditions and restrictions.

1. **No Subdividing.** The Los Indios Property shall not be further subdivided without the prior written approval of owner of the Jamail Property and written notice of such subdivision to TCWOA prior to the submittal of such subdivision application to the City of Austin.

2. **No Change in Zoning.** The Los Indios Property is currently zoned Industrial Park (IP) by the City of Austin. The Los Indios Property may be down zoned to "GO". Any further amendment of zoning to the Property shall not be done without the prior written approval of owner of the Jamail Property and a written notice of any such zoning change to TCWOA, prior to the submittal of such zoning change application to the City of Austin.

3. **Site Plan.** Development of the Los Indios Property shall be in general accordance with the Site Plan attached hereto as Exhibit "C", and shall in all things conform to and comply with the Site Plan. The Site Plan shall not be changed, modified, revised, corrected, replaced or superseded without the prior written approval of owner of the Jamail Property and written notice of such Site Plan change to TCWOA, prior to the submittal of such site plan change application to the City of Austin. Notwithstanding the foregoing, *de minimis* deviations in the location of improvements as shown on the Site Plan that do not materially and adversely affect the TCWOA or the owners in the Subdivision shall not require prior written notice to the TCWOA.

4. **Exterior Illumination Restrictions.** Except for signage lighting, exterior illumination on the Los Indios Property shall be restricted to lighting which is secured to a building at a height no higher than the second story of the building to which it is attached. No other exterior lights may be installed on the Los Indios Property without the prior written approval of the TCWOA and the owner of the Jamail Property, which approval may be withheld in their sole and absolute discretion.

(a) All exterior and/or night lighting on the Los Indios Property, including lighted signage, shall be the minimum for its purpose, directed downward and shielded with full cutoff. Lamps (the actual light source) for all exterior and/or night lighting and all exterior garage lighting shall not be directly viewable from any lot within the Subdivision or the Jamail Property. With regard to the interior garage lighting, it is Los Indios present intent that the interior garage lighting be fluorescent tube lighting affixed to the ceiling of the garage at each level. Los Indios cannot guarantee that ambient light from the parking garage will not be visible from the Subdivision; however, Los Indios does agree that commercially reasonable efforts to reduce such ambient light (through exterior walls of the parking garage, to the extent feasible). In addition, Los Indios agrees that it (i) will not construct any parking garage closer to the eastern boundary of the Los Indios Property than is permitted by the City of Austin zoning compatibility standards, and (ii) will plant fast growing trees (as permitted by the City of Austin) along the eastern and southern elevation of the garage to provide a further buffer from any ambient light from the garage. Signs may be of translucent material and wholly illuminated from within or back lit, but shall be of dark background with only lettering or symbols illuminated (and shall not contain any changeable lettering or electronic message signs) and the lamps not directly visible including through/behind the sign face; building mounted/attached signs and poll signs (free standing signs) shall only be lit if they are not directly viewable from any lot within the Subdivision or the Jamail Property. Any deviations to any of the limitations in this paragraph shall only be allowed with the prior written approval of the TCWOA and the owner of the Jamail Property, which approval may be withheld in their sole and absolute discretion. The provisions of this Section 4(a) may be enforced by the owner of the Jamail Property and by the TCWOA.

(b) In addition to the foregoing requirements, exterior lighting within the Los Indios Property shall be limited as follows, except as may be required by applicable law:

(i) All fixtures will be hooded and shielded to eliminate one hundred percent (100%) of the upward directed light, and shall have no uplight or lamps with light-refracting lenses extending below the plane of the lowest point of the fixture

housing. All fixtures shall be limited to 2 per pole and shall not exceed a height of 30 feet measured from the ground/pavement to the bottom base of the fixture.

(ii) All fixtures will be hooded, shielded or screened to eliminate light source visibility from the Subdivision or the Jamail Property, and will provide a cutoff not to exceed 90 degrees from nadir so that light is not emitted above the horizontal plane.

(iii) The maximum allowable wattage of any single fixture is 250 lamp watts.

(iv) Building fronts will not be floodlit from parking lots except for those facing Southwest Parkway.

The provisions of this Section 4(b) may be enforced by the owner of the Jamail Property and by the TCWOA.

5. **Exterior Architectural Design and Property Improvements.** Any non-single family building, improvement, structure, or development of the Los Indios Property, including without limitation the office building/project on the Los Indios Property as shown on the Site Plan shall be constructed, operated and maintained consistent with the quality of a "Class A" building/project and shall adhere to an exterior design consistent with that as depicted on the attached Exhibit "D" and shall not deviate therefrom in any substantial manner without the prior written approval of the owner of the Jamail Property, which approval may be withheld in its sole and absolute discretion.

(a) The buildings and/or any other structure or installation on the Property shall not exceed the lesser of (i) the building height limitations established under Title 25 of the current Code of the City of Austin (the "Code"), or (ii) the building height shown on the Site Plan, and no attachment to the building (including any antenna, sign, architectural feature, mechanical equipment or other non-structural building element) shall exceed the height standard permitted for buildings set forth in this paragraph, without the prior written approval of the owner of the Jamail Property, which approval may be withheld in its sole and absolute discretion. Building heights shall be measured and determined in accordance with the Code.

(b) In addition to and subject to the requirements of Section 2(a) above, the building height of any parking garages on the Property is limited to the lesser of (i) the height allowed by the Code as it applies to the Property, (ii) forty-five (45) feet, or (iii) the parking garage height shown on the Site Plan. The provisions of this Section 5(b) may be enforced by the owner of the Jamail Property and by the TCWOA.

(c) The Los Indios Property shall not have any antenna, or mechanical or electrical installations on the Los Indios Property (including on buildings or other structures such as HV/AC equipment, elevator equipment, power generators, electrical switching equipment, cell/mobile phone antenna, etc.) that are not placed or screened so as to be fully shielded from view from any lot within the Subdivision or from the Jamail Property. Said shielding and/or screening shall be visually attractive and consistent in design with the design of the primary building on the Los Indios Property. Exterior building trash dumpsters or other trash collection devices, recycling, reuse and/or composting containers, and any other container or facility to store or contain waste will be shielded and screened or placed so as not to be visible or otherwise detectable from any residential lot within the Subdivision. Service hours related to any dumpster located on the Los Indios Property shall be limited to between the hours of 7:00 a.m. and 6:00

p.m. Any deviations to any of the limitations in this paragraph shall only be allowed with the prior written approval of the owner of the Jamail Property and TCWOA, which approval may be withheld in their sole and absolute discretion. The provisions of this Section 5(c) may be enforced by the owner of the Jamail Property and by the TCWOA.

6. **Grounds Maintenance.** The Los Indios Property's grounds, including all waste receptacle areas (including without limitation all areas used for the collection, disposal and transportation containers for the removal or management of materials or property such as for recycling or reuse, composting, trash removal and tenant relocation) shall be maintained at all times by its owner in a neat, clean, safe, uncluttered, trash and debris free state; any and all trash and debris from construction or operation of the Los Indios Property and buildings thereon on adjacent properties or public rights-of-way shall be promptly removed by the owner upon receipt of notice by the owners from the owner of the Jamail Property or the TCWOA. The provisions of this Section 6 may be enforced by the owner of the Jamail Property and by the TCWOA.

7. **Emergency Access Only to Sunset Ridge.** Except as provided in this Section 7, vehicular access for ingress and egress from (and to) the Los Indios Property to (and from) Sunset Ridge Drive is hereby prohibited and such access from (and to) the Los Indios Property shall be limited to Southwest Parkway. The foregoing access restriction includes the prohibition of vehicular access from the Los Indios Property to (and from) Sunset Ridge Drive through the Jamail Property [but expressly not limiting access by the Jamail Property to and from Sunset Ridge]. Notwithstanding the foregoing, vehicular access to Sunset Ridge for emergency vehicles only shall be permitted, provided that the owner of the Los Indios Property installs and maintains a "crash gate" which physically prevents access except for such emergency vehicles. Los Indios further agrees that in the event that any emergency access via Sunset Ridge should occur, Los Indios shall cause the "crash gate" to be secured and closed, prohibiting general access to Sunset Ridge within 24 hours after the emergency. This Section 7 may be enforced by the TCWOA.

8. **Additional Restrictions on the Los Indios Property.** The additional covenants, conditions, restrictions and requirements set forth below are hereby impressed upon all of the Los Indios Property, and these restrictions shall be enforceable by the owner of the Jamail Property and TCWOA:

(a) **Hazardous Activities.** No activities shall be conducted on the Los Indios Property and no improvements constructed thereon, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Los Indios Property, and no open fires shall be lighted or permitted, except within safe and well-designed interior fireplaces.

(b) **Overhead Easements.** No overhead easements or easements which would allow the construction of above ground power lines, telephone lines, or other similar utilities shall be allowed along the western portion of the Los Indios Property near the Jamail Property.

9. **Signage.** The additional covenants, conditions, restrictions and requirements set forth below are hereby impressed upon all of the Los Indios Property:

(a) All signage on buildings must face Southwest Parkway. This restriction may be enforced by the owner of the Jamail Property and TCWOA.

(b) Signs shall be of translucent material and shall be wholly illuminated from within or back lit but shall be of dark background with only lettering or symbols illuminated and the lamps not directly visible including through/behind the sign face; building mounted/attached

signs and poll signs (free standing signs) shall only be lit if they are not directly viewable from the Jamail Property or the adjacent Subdivision. Any variance to these restrictions shall only be allowed with the prior written approval of the owner of the Jamail Property and TCWOA.

10. **Deviations and Violation Corrections.** Any deviations to any of the covenants, conditions or restrictions in this Document shall only be allowed with the prior written approval of the owner of the Jamail Property and by TCWOA. Any building/structure or installation or portion of the development in violation of this Declaration shall be removed or corrected so as to eliminate the violation within thirty (30) days of written notification of the violation by the TCWOA, or such additional time period as may be reasonable under the circumstances.

11. **Approval Period.** With respect to any provision in this Declaration where the owner of the Jamail Property and/or the TCWOA has rights of approval, if the approving party does not respond to the request in writing either approving or disapproving the requested action within fifteen (15) business days after the date of the request for such approval, then such request will be deemed approved. The approving party shall, if disapproving the request, provide reasonable detail with respect to the basis of such disapproval.

12. **Binding on Successors.** This Declaration shall be a covenant running with the land and shall bind and inure to the benefit of Los Indios, the owner of the Jamail Property, and TCWOA and their respective successors, assigns, heirs, executors and administrators and all future owners of the Los Indios Property, the Jamail Property, and the Subdivision except as otherwise stipulated in this Declaration.

13. **Amendment.** This Declaration may be amended, modified or terminated only by the mutual, written consent of Los Indios, the owner of the Jamail Property, and TCWOA, or their applicable heirs, successors or assigns at the time of such amendment, modification or termination. Provided, however, the owner of the Los Indios Property and the owner of the Jamail Property may amend and modify the covenants, conditions, and restrictions set forth in this Declaration with respect to any provisions to which TCWOA does not have any express rights of approval, consent, or enforcement, and provided further that with respect to any provisions which require notice to TCWOA, the owner of the Los Indios Property and the owner of the Jamail Property may not amend or modify such provision to delete the notice provisions. If there is more than one owner of either the Los Indios Property, then this Declaration may be amended by an instrument executed by (i) the owners of at least 67% of the total acreage of the Los Indios Property, and (ii) TCWOA, acting only by and through its duly elected Board of Directors. Furthermore, if there is more than one owner of the Los Indios Property, then the owners of the Los Indios Property shall designate one representative for each of their respective properties for purposes of granting approvals contemplated by this Declaration.

14. **Enforcement.** If any person, corporation or entity of any type shall violate or attempt to violate any provision of this Declaration, this Declaration may be enforced by the owner of the Jamail Property by proceeding at law, in equity, or both. Those provisions of this Declaration calling for notice to TCWOA, requiring written approval or consent by TCWOA, or allowing enforcement by TCWOA may be enforced by the Board of Directors of TCWOA or its successor by proceeding at law, in equity, or both. TCWOA's rights under this Declaration are not assignable except to a successor entity which is an owners association of all property owners in the Subdivision. The failure at any time to enforce this Declaration, whether violations are known or not, shall not constitute a waiver or estoppel of the right to do so at a later time.

15. **Notices.** Any notices shall be in writing and given by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the following address, or such other address as may be designated by such party:

If to Los Indios: Los Indios Ventures, Inc.
Attn: Mr. Tim Jamail
151 South 1st Street, Suite 200
Austin, Texas 78704

With copy to: Terrence L. Irion, Esq.
Irion Slade, PLLC
2224 Walsh Tarlton, Suite 210
Austin, Texas 78746

With a copy to: Timothy C. Taylor, Esq.
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701

If to TCWOA: Travis Country West Owners Association, Inc.
c/o Goodwin Management
11149 Research Blvd., Suite 100
Austin, Texas 78759-5227

With a copy to: Jeffrey S. Howard, Esq.
McLean & Howard, LLP
Barton Oaks Plaza, Building II
901 South MoPac Expressway, Suite 225
Austin, Texas 78746

All notices under this Declaration shall 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 party may change its address for notices by giving the other parties not less than fifteen (15) days' advance written notice of the change in the manner provided above.

16. **Partial Validity.** If any part or provision of this Declaration shall be declared invalid, by judgment or court order, the same shall not affect any other provisions of this Declaration and such remaining portions of this Declaration shall remain in full force and effect.

17. **Severability.** The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to the other persons or circumstances shall not be affected thereby.

18. **Time of the Essence.** Time is of the essence in the performance of the obligations of the parties hereunder. In the computation of any period of time provided for in this Agreement or by law, the term "business day" shall exclude Saturday, Sunday and any legal holiday for national banks in the State of Texas, and further the day of the act or event from which a period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday for national banks in the State of Texas, in which

case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday for national banks in the State of Texas.

19. **Texas Law to Apply.** THIS AGREEMENT HAS BEEN EXECUTED IN THE STATE OF TEXAS AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS WITHIN THE STATE OF TEXAS.

20. **Attorney's Fees for Litigation.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other parties, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

21. **Captions; Construction.** The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof. Words of any gender used in this Agreement shall be held and construed to include any other gender and words on the singular shall be held to include the plural and vice versa unless the context requires otherwise.

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Executed the _____ day of _____, 2010.

Los Indios Ventures, Inc.
(a Texas corporation)

By: _____
Tim Jamail, President

Tim Jamail, Individually

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2010, by Tim Jamail, President of Los Indios Ventures, Inc., a Texas corporation, on behalf of said corporation.

Notary Public ★ State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2010, by Tim Jamail.

Notary Public ★ State of Texas

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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
5817136v.9

Page 8

Los Indios Property

ESCROW AGREEMENT

Exhibit "A"
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Los Indios - TCWOA

Travis Country West Owners Association, Inc.
 (a Texas non-profit corporation)

By: _____
 Name: _____
 Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2010, by _____, _____ of Travis Country West Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

 Notary Public ★ State of Texas

After Recording, Please Return To:

Timothy C. Taylor, Esq.
 JACKSON WALKER L.L.P.
 100 Congress Avenue, Suite 1100
 Austin, Texas 78701-4042

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

Page 9

Los Indios Property

5817136v.9

ESCROW AGREEMENT

Exhibit "A"
 Page 18

Los Indios - TCWOA

EXHIBIT "D"**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "*Declaration*") is executed by **All Saints Presbyterian Church**, a Texas non-profit corporation ("*ASPC*") **Tim Jamail**, a resident of Austin, Travis County, Texas ("*Jamail*"), and **Travis Country West Owners Association, Inc.**, a Texas non-profit corporation ("*TCWOA*") for the limited purposes stated herein.

RECITALS:

A. ASPC is the owner of that certain 9.606 acre tract of land in Travis County, Texas, more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all pertinent purposes (the "*ASPC Property*").

B. Jamail is the owner of that certain 9.9692 acre tract of land in Travis County, Texas, located generally west of and adjacent to the ASPC Property and being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein by reference for all pertinent purposes (the "*Jamail Property*").

C. TCWOA is the property owners association for the Travis Country West, Sections One and Two subdivisions, which, collectively, make up the residential development situated immediately east and generally south of the Los Indios Property, and which subdivisions are described in those certain plats recorded under Document No. 200100144 ("*Section 1*") and 200100145 ("*Section 2*") of the Official Public Records of Travis County, Texas. Section 1 and Section 2 are collectively referred to herein as the "*TCW Development*".

D. TCWOA is further referenced as the property owners association described in that certain Declaration of Covenants, Conditions and Restrictions for Travis Country West Subdivision as recorded under Document No. 2002069094 of the Official Public Records of Travis County, Texas (the "*CCRs*").

E. Pursuant to the CCRs, TCWOA has the authority to own, operate and maintain certain "Common Areas" and "Facilities" (as those terms are defined in the CCRs), located within the Subdivision; and, pursuant to such authority, currently owns, operates and maintains Common Areas and Facilities within the TCW Development

F. Jamail and TCWOA have requested that certain covenants, conditions and restrictions be placed on the ASPC Property to protect the value and quality of life of the owners of the Jamail Property and the TCW Development, and ASPC has agreed to those covenants, conditions and restrictions.

DECLARATION AND AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Jamail and TCWOA to ASPC, the receipt and sufficiency of which is hereby acknowledged, ASPC, Jamail, and TCWOA agree that the ASPC Property shall be encumbered with the following covenants, conditions and restrictions.

1. **Use.** The ASPC Property shall only be used for the following purposes: a church site for religious assembly purposes and related educational and office and administrative uses. No other use of the ASPC Property is permitted without the prior written approval of the owner of the Jamail Property. This restriction shall remain in full force and effect until twenty-five (25)

years after the date on which this Declaration is recorded in the Official Public Records of Travis County, Texas. This restriction may be enforced by the owner of the Jamail Property only.

2. **Restrictions on the ASPC Property.** The covenants, conditions, restrictions and requirements set forth below are hereby impressed upon all of the ASPC Property, and these restrictions shall be enforceable by the owner of the Jamail Property and the TCWOA:

(a) **Hazardous Activities.** No activities shall be conducted on the ASPC Property and no improvements constructed thereon, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the ASPC Property, and no open fires shall be lighted or permitted, except within safe and well-designed interior fireplaces.

(b) **Telecommunication Towers.** No part of the ASPC Property may be used for a radio, cell phone, television or other telecommunications tower.

(c) **Overhead Easements.** No overhead easements or easements which would allow the construction of above ground power lines, telephone lines, or other similar utilities shall be allowed along the western portion of the ASPC Property near the Jamail Property.

3. **Exterior Illumination Restrictions.** The covenants, conditions, restrictions and requirements set forth below are hereby impressed upon all of the ASPC Property:

(a) Except for signage lighting, exterior illumination on the ASPC Property shall be restricted to (i) lighting which is secured to a building at a height no higher than the second story of the building to which it is attached and which complies with all other restrictions set forth herein, and (ii) lighting in parking lots, lighting for driveways, and lighting on walkways and sidewalks, and other areas, to the extent required by any applicable law or regulation. No other exterior lights may be installed on the ASPC Property without the prior written approval of the owner of the Jamail Property and the TCWOA. This restriction may be enforced by the owner of the Jamail Property and TCWOA.

(b) Exterior lighting shall be designed to minimize glare and light trespass to surrounding neighborhoods and directed downward. Illumination levels for driveway, parking lot, and security lighting should not exceed 3 foot-candles, average maintained, measured horizontally at finished ground level. This restriction may be enforced by the owner of the Jamail Property and TCWOA.

(c) Artificial lighting for parking areas and along driveways should not exceed the following requirements: (i) free standing light fixtures should not exceed a height of 30 feet measured from the ground/pavement to the bottom base of the fixture; (ii) fixture wattage shall not exceed 250 lamp watts; (iii) fixtures shall be limited to 2 per pole, shall have no uplight or lamps with light-refracting lenses extending below the plane of the lowest point of the fixture housing; and (iv) fixtures shall be of an IES (Illumination Engineering Society) controlled distribution of type 2, 3, 4 or 5. Fixtures will provide a cutoff not to exceed 90 degrees from nadir so that light is not emitted above the horizontal plane. This restriction may be enforced by the owner of the Jamail Property and TCWOA.

(d) All poles, fixtures, and other equipment for exterior night lighting on the ASPC Property and all garage lighting (interior and exterior) shall not be directly viewable from the Jamail Property or the TCW Development. Any athletic fields shall not be lighted. This restriction may be enforced by the owner of the Jamail Property and by TCWOA.

4. **Signage.** The covenants, conditions, restrictions and requirements set forth below are hereby impressed upon all of the ASPC Property:

(a) All signage on buildings must face Southwest Parkway. This restriction may be enforced by the owner of the Jamail Property and TCWOA.

(b) Signs shall be of translucent material and shall be wholly illuminated from within or back lit but shall be of dark background with only lettering or symbols illuminated and the lamps not directly visible including through/behind the sign face; building mounted/attached signs and poll signs (free standing signs) shall only be lit if they are not directly viewable from the Jamail Property or the adjacent TCW Development. Any variance to these restrictions shall only be allowed with the prior written approval of the owner of the Jamail Property and TCWOA.

(c) Any freestanding sign identifying a business or organization shall not exceed a maximum sign area of twelve (12) square feet per side, with a horizontal dimension of no greater than ten (10) feet. No part of a freestanding sign shall extend above six (6) feet above the average grade. All lighting on freestanding signs shall be indirect and shall in no event be visible from the Jamail Property. Any variance to these restrictions shall only be allowed with the prior written approval of the owner of the Jamail Property only, and this restriction may be enforced by the owner of the Jamail Property only.

5. **Exterior Architectural Design and Property Improvements.** Any non-single family residential development on the ASPC Property shall be consistent with the quality of a "Class A" building and development project and shall not deviate therefrom in any substantial manner without the prior written approval of the owner of the Jamail Property.

(a) The buildings and/or any other structure or installation on the ASPC Property shall not exceed the lesser of (i) forty-five feet (45') or (ii) the building height standards permitted under the current City of Austin Land Development Code or as may be permitted in connection with an approved variance request and no attachment to the building (including any antenna, sign or other non-structural building element) shall exceed the height standard permitted for or on the building under the current City of Austin Land Development Code without the prior written approval of the owner of the Jamail Property and TCWOA. The foregoing notwithstanding, subject to the laws and ordinances of the City of Austin, a steeple or similar non-structural building element related to the religious use of a building may extend up to fifty-two feet (52') in height (*i.e.*, seven feet above the maximum allowed height of 45 feet). Any variance from or deviations to any of the limitations in this Section shall only be allowed with the prior written approval of the owner of the Jamail Property and TCWOA. This restriction may be enforced by the owner of the Jamail Property and TCWOA.

(b) Refuse collection areas (including, without limitation, dumpsters, bins and other garbage collection areas) must be effectively designed to contain all refuse generated on-site and deposited between collections. Refuse collection areas shall be screened from view from the Jamail Property and the adjacent TCW Development and of a design, construction and location compatible with the permanent building(s) located on the ASPC Property. Any variance from or deviations to any of the limitations in this section shall only be allowed with the prior written approval of the owner of the Jamail Property and TCWOA, and this restriction may be enforced by the owner of the Jamail Property and the TCWOA.

6. **Grounds Maintenance.** The ASPC Property's grounds including all waste receptacle areas (including without limitation all areas used for the collection, disposal and transportation containers for the removal or management of materials or property such as for

recycling or reuse, composting, trash removal and tenant relocation) will be maintained at all times by its owner in a neat, clean, uncluttered, trash and debris free state; any and all trash and debris from construction or operation of the ASPC Property site and buildings on adjacent properties or public rights-of-way will be promptly removed by the owner or upon receipt of notice by the owner of the ASPC Property from the owner of the Jamail Property and/or TCWOA. The provisions of this Section 6 may be enforced by the owner of the Jamail Property and TCWOA.

7. **Emergency Access Only to Sunset Ridge.** Except as provided in this Section 7, vehicular access for ingress and egress from (and to) the ASPC Property to (and from) Sunset Ridge Drive is hereby prohibited and such access shall be limited to Southwest Parkway. The foregoing access restriction includes the prohibition of vehicular access from the ASPC Property to (and from) Sunset Ridge Drive through the Jamail Property [but expressly not limiting access by the Jamail Property to and from Sunset Ridge]. Notwithstanding the foregoing, vehicular access to Sunset Ridge for emergency vehicles only shall be permitted, provided that the owner of the ASPC Property installs and maintains a "crash gate" which physically prevents access except for such emergency vehicles. ASPC further agrees that in the event that any emergency access via Sunset Ridge should occur, ASPC shall cause the "crash gate" to be secured and closed, prohibiting general access to Sunset Ridge within 24 hours after the emergency. This restriction may be enforced by the TCWOA, only.

8. **TCW Development Parking.** ASPC will use commercially reasonable efforts to inform all church members and guests that no parking by church members or guests is allowed on the streets in the TCW Development. This restriction may be enforced by TCWOA.

9. **Deviations and Variances.** Except as otherwise expressly set forth in this Declaration, any deviations or variances form any of the covenants, conditions or restrictions in this Declaration shall only be allowed with the prior written approval of the owner of the Jamail Property and the TCWOA, or both, depending on which entity or entities have the authority to enforce the restriction with respect to which the deviation is being requested.

10. **Violation Corrections.** Any violation of these restrictions may be enforced, as specifically provided in this Declaration, by Jamail or any future owner of the Jamail Property and/or the TCWOA acting by and through its duly elected Board of Directors. If the party seeking to enforce these restrictions determines that this Declaration has been violated, then such party shall give written notice thereof to the owner of the ASPC Property, describing in reasonable detail the nature of the violation. The owner of the ASPC Property shall have thirty (30) days within which to cure such violation; provided, however, if such violation cannot reasonably be cured within such 30-day period, and provided that the owner of the ASPC Property has commenced actions necessary to cure such violation within such 30-day period, then the owner of the ASPC Property shall have up to ninety (90) days after the expiration of such 30-day period to cure the violation. If the violation is not cured within the applicable cure period, then the party or parties entitled to enforce such restriction may exercise any and all remedies available under law or equity, including without limitation the right to seek injunctive and declaratory relief.

11. **Term.** Except for the restrictions on use contained in Section 1 of this Declaration, this Declaration shall remain in full force and effect in perpetuity. If any provision of this Declaration would be unlawful, void, or voidable because of the Rule Against Perpetuities or any other rule or law (statutory or common) restricting the time period that covenants can affect title to property, then the affected provision of this Declaration shall expire twenty-one

(21) years after the death of the last survivor of the now living descendants of George Herbert Walker Bush, 41st President of the United States of America.

12. **Approval Period.** With respect to any provision in this Declaration where the owner of the Jamail Property and/or the TCWOA has rights of approval, if the approving party does not respond to the request in writing either approving or disapproving the requested action within fifteen (15) business days after the date of the request for such approval, then such request will be deemed approved. The approving party shall, if disapproving the request, provide reasonable detail with respect to the basis of such disapproval.

13. **Binding on Successors.** This Declaration shall be a covenant running with the land and shall bind and inure to the benefit of ASPC and Jamail and TCWOA and their respective successors, permitted assigns, heirs, executors and administrators and all future owners of the ASPC Property and the Jamail Property except as otherwise stipulated in this Declaration.

14. **Amendment.** This Declaration may be amended, modified or terminated only by the mutual, written consent of ASPC, Jamail, and TCWOA, or their applicable heirs, successors or assigns at the time of such amendment, modification or termination. Provided, however, the owner of the ASPC Property and the owner of the Jamail Property may amend and modify the covenants, conditions, and restrictions set forth in this Declaration with respect to any provisions to which TCWOA does not have any express rights of approval, consent, or enforcement. If there is more than one owner of either the ASPC Property or the Jamail Property, then this Declaration may be amended by an instrument executed by (i) the owners of at least 67% of the total acreage of the ASPC Property, (ii) the owners of at least 67% of the total acreage of the Jamail Property, and (iii) TCWOA, but only with respect to any amendment of a provision with respect to which TCWOA has express rights of approval, consent, or enforcement by TCWOA, and then only by and through its duly elected Board of Directors. Furthermore, if there is more than one owner of either the ASPC Property or the Jamail Property, then the owners shall designate one representative for each of their respective properties for purposes of granting approvals contemplated by this Declaration.

15. **Enforcement.** If any person, corporation or entity of any type shall violate or attempt to violate any provision of this Declaration, this Declaration may be enforced by Jamail or his heirs, executors or administrators or any assignee of the owner of the Jamail Property by proceeding at law, in equity, or both. Those provisions of this Declaration calling for written approval or allowing enforcement by TCWOA may be enforced by the Board of Directors of TCWOA or its successor by proceeding at law, in equity, or both. TCWOA's rights under this Declaration are not assignable except to a successor entity which is an owners association of all the TCW Development. The failure at any time to enforce this Declaration, whether violations are known or not, shall not constitute a waiver or estoppel of the right to do so at a later time.

16. **Notices.** Any notices shall be in writing and given by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the following address, or such other address as may be designated by such party:

If to ASPC: All Saints Presbyterian Church
Attn: Rev. Bill Boyd
5900 Southwest Parkway
Austin, Texas 78735

With copy to: Steven C. Metcalfe, Esq.
Metcalfe Williams, LLP
301 Congress Avenue, Suite 1075
Austin, Texas 78701

If to Jamail: Mr. Tim Jamail
151 South 1st Street, Suite 200
Austin, Texas 78704

With a copy to: Jackson Walker L.L.P.
Attn: Timothy C. Taylor
100 Congress Avenue, Suite 1100
Austin, Texas 78701

If to TCWOA: Travis Country West Owners Association, Inc.
c/o Goodwin Management
11149 Research Blvd., Suite 100
Austin, Texas 78759-5227

With a copy to: Jeffrey S. Howard, Esq.
McLean & Howard, LLP
Barton Oaks Plaza, Building II
901 South MoPac Expressway, Suite 225
Austin, Texas 78746

All notices under this Declaration shall 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 party may change its address for notices by giving the other parties not less than fifteen (15) days' advance written notice of the change in the manner provided above.

17. General and Miscellaneous Provisions.

(a) Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

(b) Attorneys' Fees. The Prevailing Party in any legal proceeding based on or arising from or in connection with this Declaration may recover reasonable attorneys' fees, investigation costs, and other costs incurred in connection with such legal proceeding from the party which is not the Prevailing Party, in addition to any other relief to which such Prevailing Party is entitled. The reasonableness of such costs and attorneys' fees shall be determined by the court and not the jury. "Prevailing Party" means that party which the court finds and/or declares is the prevailing party, whether or not that party obtains monetary, declaratory, injunctive, equitable or nominal relief. With respect to any monetary claim, no award of damages shall be necessary in order for a party to be found by the court to have prevailed. With respect to any non-monetary claim, no equitable relief shall be necessary in order for a party to be found by the court to have prevailed.

(c) Terminology and Captions. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All section headings, captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

(d) Severability. If any part or provision of this Declaration shall be declared invalid, by judgment or court order, the same shall not affect any other provisions of this Declaration and such remaining portions of this Declaration shall remain in full force and effect.

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Executed the _____ day of _____, 2010.

All Saints Presbyterian Church
(a Texas non-profit corporation)

By: _____
Name: _____
Title: _____

Tim Jamail, Individually

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2010, by _____ of All Saints Presbyterian Church, a Texas non-profit corporation, on behalf of said corporation.

Notary Public ★ State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2010, by Tim Jamail.

Notary Public ★ State of Texas

Travis Country West Owners Association, Inc.
(a Texas non-profit corporation)

By: _____
Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2010, by _____ of Travis Country West Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public ★ State of Texas

After Recording, Please Return To:

Timothy C. Taylor, Esq.
JACKSON WALKER L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701-4042

EXHIBIT "E"ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into as of the ____ day of _____, 201__, is entered to by and among Los Indios Ventures, Inc., a Texas corporation ("*Los Indios*"), Travis Country West Owners Association, Inc., a Texas non-profit corporation (the "*TCWOA*"), and _____ ("*Escrow Agent*").

RECITALS:

A. Los Indios and TCWOA have executed that certain Agreement Regarding Development, a copy of which is attached hereto as Exhibit "A".

B. TCWOA is the property owners association for the Travis Country West, Sections One and Two subdivisions, which, collectively, make up the residential development situated immediately east and generally south of the Los Indios Property, and which subdivisions are described in those certain plats recorded under Document No. 200100144 and Document No. 200100145, both of the Official Public Records of Travis County, Texas (collectively referred to herein as the "*Subdivision*").

C. Pursuant to the Agreement, Los Indios has agreed to escrow with the Escrow Agent \$30,000, for the purposes more fully set forth herein and subject to the terms and conditions hereof.

D. Defined terms used herein and not otherwise defined herein shall have the meaning given such terms in the Agreement Regarding Development.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, Los Indios, TCWOA, and Escrow Agent agree as follows:

1. **Escrowed Funds.** Upon execution of this Agreement, Los Indios will tender the sum of \$30,000.00 (the "*Escrowed Funds*") to be held by Escrow Agent in accordance with the terms and provisions of this Agreement. The Escrowed Funds shall be deposited in an interest bearing account, with the interest thereon payable to the party entitled to receipt of the Escrowed Funds.

2. **Appointment of Agent.** Los Indios and TCWOA hereby designate and appoint Escrow Agent as escrow agent to serve in accordance with the terms of this Agreement. Escrow Agent hereby accepts such appointment and agrees to perform its duties in accordance with the terms and conditions of this Agreement.

3. **Purpose of Escrow.** The Escrowed Funds may be used by TCWOA to construct traffic calming measures approved by the City of Austin within the Subdivision or to pursue the privatizing of Sunset Ridge between Old Bee Cave Road and Cobblestone Street and the construction of gated access improvements. The Escrowed Funds can be used by TCWOA for gate and other improvement construction costs, or installation and/or construction of other traffic calming devices and improvements, and for attorney's fees, consulting work, engineering fees, permit fees, and street vacation fees and costs, in connection with the aforementioned gating or traffic calming measures as determined by TCWOA. Any costs or expenses incurred by TCWOA for any of the purposes described in this Section 3 are "*Permitted Costs*".

4. **Disbursement Prerequisites.** At such time as TCWOA incurs any Permitted Costs for which TCWOA desires to be reimbursed from the Escrowed Funds, TCWOA will submit to Los Indios and Escrow Agent a written request for payment together with copies of invoices, bills, and other supporting documentation which provides reasonable verification that TCWOA has incurred such Permitted Costs. Unless within ten (10) days after receipt of the request for payment Los Indios gives written notice of its objection to the disbursement of Escrowed Funds in accordance with the request for payment, the Escrow Agent shall disburse and pay to TCWOA the requested payment as reimbursement for such Permitted Costs. Los Indios agrees that it may only object if it reasonably and in good faith believes any request for payment includes costs that are not properly Permitted Costs. Concurrently with any such objection, Los Indios shall set forth in detail the reasons it contends that such costs are not Permitted Costs. Disbursements shall be made not more often than once each month.

5. **Term of Escrow Agreement.** This Agreement shall have a term of three (3) years. After the expiration of three (3) years from the date hereof, all Escrowed Funds which have not been disbursed shall be tendered by Escrow Agent to Los Indios and the duties and obligations of Escrow Agent under this Agreement shall automatically expire.

6. **Escrow Agent's Right to Rely.** Escrow Agent shall be entitled to rely completely on any statements, letters, certificates or other written communications received from Los Indios or TCWO without having to investigate the accuracy or truth of any information set forth in any such communication.

7. **Limit of Liability.** Escrow Agent shall not be liable for any error of judgment, or for any act done or steps taken or made by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own negligence, willful misconduct, or its own breach of this Agreement.

8. **Scope of Undertaking.** Escrow Agent's duties and responsibilities are limited to those expressly set forth in this Agreement. Escrow Agent has no responsibility or obligation of any kind in connection with this Agreement and the Escrowed Funds, other than to receive, hold and deliver the Escrowed Funds as herein provided.

10. **Right of Interpleader.** Should any controversy arise between or among the parties or any other person, firm or entity with respect to this Agreement, the Escrowed Funds, or any part thereof, or the right of any party or other person to receive the Escrowed Funds, or should the Escrow Agent resign and Los Indios and TCWOA fail to designate another escrow agent, or if Escrow Agent should be in doubt as to what action to take, Escrow Agent shall have the right, but not the obligation, either to: (a) withhold delivery of the Escrowed Funds until the controversy is resolved, the conflicting demands are withdrawn, or its doubt is resolved, or (b) institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties hereto. The right of the Escrow Agent to institute such a bill of interpleader shall not, however, be deemed to modify the manner in which Escrow Agent is entitled to make disbursements of the Escrowed Funds as hereinabove set forth other than to tender the Escrowed Funds into the registry of such court. Should a bill of interpleader be instituted, or should Escrow Agent be threatened with litigation or become involved in litigation in any manner whatsoever on account of this Agreement or the Escrowed Funds, then, as between themselves and Escrow Agent, the parties jointly and severally hereby bind and obligate themselves, their successors and assigns, to pay to Escrow Agent its attorney's fees and any and all other disbursements, expenses, losses, costs and damages of Escrow Agent in connection with or resulting from such threatened or actual litigation.

11. **Conflict.** In the event of any disagreement or conflicting instructions resulting in adverse claims or demands being made upon Escrow Agent in connection herewith, or in the event that Escrow Agent, in good faith, is in doubt as to what action should be taken hereunder, it may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, Escrow Agent shall not be or become liable in any way or to any party for its failure or refusal to act until all differences shall have been adjusted and all doubt resolved.

12. **Instructions; Attachment and Garnishment.** Escrow Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by any of the other parties hereto or by any other person, firm or entity, except only such notices or instructions as are hereinabove provided for and orders or process of any court entered or issued with or without jurisdiction. If any part of the Escrowed Funds is at any time attached, garnished or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any part of the Escrowed Funds shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting the Escrowed Funds or any part thereof, then and in any of such events Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it under the terms of this Agreement or otherwise; and if Escrow Agent complies with any such order, writ, judgment or decree it shall not be liable to any of the parties hereto or to any other person, firm or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

13. **Indemnity.** LOS INDIOS AND TCWOA JOINTLY AND SEVERALLY AGREE TO INDEMNIFY ESCROW AGENT, ITS PARTNERS, EMPLOYEES, AGENTS AND COUNSEL (EACH HEREIN CALLED AS "INDEMNIFIED PARTY") AGAINST, AND HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, ANY AND ALL LOSSES, COSTS, DAMAGES, CLAIMS, FEES AND OTHER EXPENSES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS OF INVESTIGATION, SUFFERED OR INCURRED BY ANY INDEMNIFIED PARTY IN CONNECTION WITH OR ARISING FROM OR OUT OF THIS AGREEMENT; EXCEPT, HOWEVER, THAT THIS INDEMNITY WILL NOT COVER CLAIMS OR EXPENSES WHICH DIRECTLY RESULT FROM AND ARE ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY.

6. **Compensation.** Los Indios and TCWOA jointly and severally agree to pay to Escrow Agent, in advance and in equal shares, Escrow Agent's escrow fees.

7. **Resignation.** Escrow Agent may resign upon ten (10) days' prior written notice to Los Indios and TCWOA and all other parties designated for notice below and, upon joint instructions of Los Indios and TCWOA, shall deliver the Escrowed Funds to any designated substitute Escrow Agent mutually selected by Los Indios and TCWOA. If Los Indios and TCWOA fail mutually to designate a substitute Escrow Agent within ten (10) days after the giving of such notice, Escrow Agent may, in its sole discretion and its sole option, institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties hereto.

8. **Remedies Cumulative.** The rights and remedies of the parties hereunder are cumulative and not exhaustive of any rights or remedies to which they would otherwise be entitled. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

9. **No Assignment.** No party shall sell, pledge, assign, or otherwise transfer its rights under this Agreement without the prior written consent of the other party; provided, however, the Escrow Agent may resign upon compliance with the provisions of Section 7 above.

10. **Notice.** Except as otherwise provided to the contrary herein, any notice, request, demand, statement or consent given or made hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested and shall be deemed given when postmarked and addressed as follows:

<u>If to Los Indios:</u>	Los Indios Ventures, Inc. Attn: Mr. Tim Jamail 151 South 1st Street, Suite 200 Austin, Texas 78704
<u>With a copy to:</u>	Timothy C. Taylor, Esq. Jackson Walker L.L.P. 100 Congress Avenue, Suite 1100 Austin, Texas 78701
<u>If to TCWOA:</u>	Travis Country West Owners Association, Inc. c/o Goodwin Management 11149 Research Blvd., Suite 100 Austin, Texas 78759-5227
<u>With a copy to:</u>	Jeffrey S. Howard, Esq. McLean & Howard, LLP Barton Oaks Plaza, Building II 901 South MoPac Expressway, Suite 225 Austin, Texas 78746
<u>If to Escrow Agent:</u>	* * * Fax:*

Any party may designate a change of address by notice to the other parties, given at least fifteen (15) days before such change of address is to become effective. The foregoing notwithstanding, any notice hereunder shall be effective when actually received by the other party.

11. **General Terms.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the laws of the United States of America applicable to transactions in Texas.

(b) **Successors and Assigns; No Third Party.** This Agreement shall be binding upon and inure to the benefit of Los Indios, TCWOA, and Escrow Agent, and their respective successors and permitted assigns. This Agreement is not intended to confer on any person other than Los Indios, TCWOA, and Escrow Agent, and their successors and permitted assigns any rights, obligations, remedies, or liabilities.

(c) **Amendment; Waiver.** This Agreement may not be amended or modified orally, but only by a written agreement executed by Los Indios, TCWOA, and Escrow Agent. No delay or omission by Los Indios, TCWOA, and Escrow Agent in exercising any power or right hereunder shall impair any such right or power or be construed as a waiver thereof, or any acquiescence therein, nor shall any single or partial exercise of any such power preclude other or further exercise thereof, or the exercise of any other right or power hereunder.

(d) Number and Gender; Captions. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

(e) Severability. In case any of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(g) Facsimile and Electronic Signatures. Los Indios, TCWOA, and Escrow Agent agree that this Agreement may be transmitted by facsimile machine or by electronic scanning and e-mail, and the parties intend that faxed or electronically scanned signatures shall constitute original signatures. A facsimile or scanned copy of this Agreement with the signature, original, faxed, or scanned, of all of the parties shall be binding on the parties. Facsimile copies of notices required or permitted hereunder shall be binding and effective, and e-mail notices are permitted and shall be binding and effective if and only if the recipient confirms receipt of such e-mail notice by reply e-mail.

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EXECUTED this ____ day of _____, 20____.

Los Indios Ventures, Inc.
(a Texas corporation)

By: _____
Tim Jamail, President

Travis Country West Owners Association, Inc.
(a Texas non-profit corporation)

By: _____
Name: _____
Title: _____

ESCROW AGENT:

By: _____
Name: _____
Title: _____

EXHIBIT EMEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is executed by Los Indios Ventures, Inc., a Texas corporation ("Los Indios") and Travis Country West Owners Association, Inc., a Texas non-profit corporation (the "TCWOA").

A. Los Indios is the owner of that certain 9.606 acre tract of land in Travis County, Texas, more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all pertinent purposes (the "Los Indios Property").

B. TCWOA is the property owners association for the Travis Country West subdivision, a residential development situated immediately east and generally south of the Los Indios Property (the "TCW Development"). TCWOA is the property owners association described in that certain Declaration of Covenants, Conditions and Restrictions for Travis Country West Subdivision as recorded under Document No. 2002069094 of the Official Public Records of Travis County, Texas.

C. There is a Restrictive Covenant covering the Los Indios Property, being the instrument of record in Volume 10801, Page 0236, Real Property Records of Travis County, Texas (the "City Restrictive Covenant"). Los Indios has requested proposed amendments to the City Restrictive Covenant with the City of Austin, and Los Indios has also requested a change in zoning for the Los Indios Property.

D. Los Indios and TCWOA have reached an agreement regarding TCWOA's support of the amendment to the City Restrictive Covenant, the zoning change, certain other limited variances, and site plan approval subject to the terms of the Agreement, which Los Indios has requested or may request in the future regarding the Los Indios Property, and such agreement of the parties is set forth in the Agreement Regarding Development executed by Los Indios and TCWOA dated June 8, 2010 (the "Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Los Indios and TCWOA acknowledge and agree as follows:

1. **Agreement Incorporated by Reference.** The Agreement is hereby incorporated into this Memorandum by reference. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

2. **Notice to Third Parties: Restrictions on Use; Escrow.** Pursuant to the Agreement, Los Indios has agreed, among other things more particularly set forth in the Agreement, that depending on the use of the Los Indios Property, the Los Indios Property will be subjected to certain covenants, conditions, and restrictions ("CCRs"), as more fully set forth in the Agreement. Pursuant to and subject to the terms of the Agreement, Los Indios has also agreed to escrow certain funds (the "Escrowed Funds") for traffic calming measures in the Travis Country West subdivision (for which TCWOA is the property owners association), restrict access to (and from) Sunset Ridge to prohibit any such access (including prohibiting any such access to or from the Los Indios Property though the property adjacent to the Los Indios Property [but expressly not limiting access by such adjacent property to and from Sunset Ridge]) except to allow a "crash gate" for emergency access, and provide other restrictions set forth in the Agreement.

3. **Termination of this Memorandum.** Upon recordation of the applicable CCRs and upon the deposit of the Escrowed Funds, both as set forth in the Agreement, this Memorandum shall terminate and the parties shall execute and record a release and termination hereof.

4. **Applicable Law.** This Memorandum shall be governed by and construed in accordance with the laws of the State of Texas and the laws of the United States of America applicable to transactions in Texas.

5. **Successors and Assigns; No Third Party.** This Memorandum and the Agreement shall be binding upon and inure to the benefit of Los Indios and TCWOA, and their respective successors and permitted assigns. This Memorandum is not intended to confer on any person other than TCWOA and Los Indios and their successors and permitted assigns any rights, obligations, remedies, or liabilities. The obligations of Los Indios as set forth in the Agreement shall be covenants running with the land and shall be binding on an inure to the benefit of subsequent owners and successors in interest of all or any portion of the Los Indios Property, and the Memorandum of Agreement shall give any such subsequent owners or successors in interest notice of such covenants.

EXECUTED this 4th day of JUNE, 2010.

LOS INDIOS:

Los Indios Ventures, Inc.
(a Texas corporation)

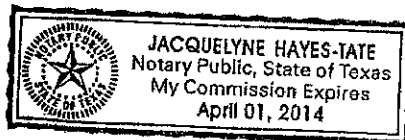
By: [Signature]
Tim Jamail, President

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this 4th day of JUNE, 2010, by Tim Jamail, President of Los Indios Ventures, Inc., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public ★ State of Texas

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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TCWOA:

Travis Country West Owners Association, Inc.
(a Texas non-profit corporation)

By: _____
Name: _____
Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2010, by _____ of Travis Country West Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public ★ State of Texas

After Recording, Please Return To:

Timothy C. Taylor, Esq.
JACKSON WALKER L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701-4042

EXHIBIT "A"**CARSON AND BUSH
PROFESSIONAL SURVEYORS, INC.**

1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

JANUARY 9, 2003

FIELD NOTE DESCRIPTION OF 9.606 ACRES OF LAND OUT OF THE JOSIAH HUDSON SURVEY ABSTRACT No. 410 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (2.691 ACRE) TRACT AND ALL OF THAT CERTAIN (6.913 ACRE) TRACT OF LAND, BOTH HAVING BEEN CONVEYED TO LOS INDIOS VENTURES, INC. BY WARRANTY DEED RECORDED IN DOCUMENT TRV 2001073406 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the Southwest right-of-way line Southwest Parkway for the Northeasterly corner of that certain (2.691 acre) tract of land as conveyed to Los Indios Ventures, Inc. by Warranty Deed recorded in Document TRV 2001073406 of the Official Public Records of Travis County, Texas, and for the most Northerly corner of that certain (36.085 acre) tract of land as conveyed to Emerald Builders, Ltd. by Special Warranty Deed recorded in Document TRV 2001059318 of the Official Public Records of Travis County, Texas, and being the most Easterly corner and **PLACE OF BEGINNING** of the herein described tract;

THENCE leaving the Southwest right-of-way line of Southwest Parkway, S 37 deg. 47' 34" W at 463.53 ft. passing the record Southerly corner of said Los Indios Ventures, Inc. (2.691 acre) tract and an angle corner of that certain (6.913 acre) tract of land as conveyed to Los Indios Ventures, Inc. by Warranty Deed recorded in Document TRV 2001073406 of the Official Records of Travis County, Texas, and continuing along the same course for a total distance of 487.20 ft. to a ½" iron pipe found for an angle corner of said Los Indios Ventures, Inc. (6.913 acre) tract and for an angle corner of this tract;

THENCE with the Southeast line of said Los Indios Ventures, Inc. (6.913 acre) tract, S 37 deg. 17' 52" W 466.95 ft. to a ½" iron pipe found in the Northeast right-of-way line of Sunset Ridge Road for the most Southerly corner of said Los Indios Ventures, Inc. (6.913 acre) tract and for the most Westerly corner of said Emerald Builders, Ltd. (36.085 acre) tract and being the most Southerly corner of this tract;

THENCE with the Northeast right-of-way line of Sunset Ridge Road and with the Southwest line of said Los Indios Ventures, Inc. (6.913 acre) tract, N 51 deg. 03' 42" W 416.47 ft. to a ½" iron pipe found for the Southwesterly corner of said Los Indios Ventures, Inc. (6.913 acre) tract and for the most Southerly corner of that certain (9.9692 acre) tract of land as conveyed to Tim Jamail by Special Warranty Deed recorded in Volume 12005 Page 2200 of the Real Property Records of Travis County, Texas, and for the most Westerly or Southwesterly corner of this tract;

THENCE leaving the Northeast right-of-way line of Sunset Ridge Road with the Westerly line of said Los Indios Ventures, Inc. (6.913 acre) tract, the following three (3) courses;

- 1) N 39 deg. 23' 05" E 326.95 ft. to a ½" iron pipe found;
- 2) N 38 deg. 37' 27" E 494.22 ft. to a ½" iron rod found;
- 3) N 21 deg. 59' 46" E 262.43 ft. to a spindle found in the curving Southwest right-of-way line of Southwest Parkway for the most Northerly corner of said Los Indios Ventures, Inc. (6.913 acre) tract an for the most Easterly corner of said Jamail (9.9692 acre) tract of land, and being the most Northerly corner of this tract;

THENCE with the Southwesterly right-of-way line of Southwest Parkway, the following six (6) courses;

- 1) along a curve to the right with a radius of 1410.00 ft. for an arc length of 12.60 ft. and which chord bears S 44 deg. 28' 11" E 12.60 ft. to a ½" iron rod found;
- 2) S 45 deg. 22' 23" E 93.93 ft. to a ½" iron rod found for an angle corner;
- 3) S 41 deg. 31' 40" E 94.78 ft. to a ½" iron rod found for an angle corner;
- 4) S 31 deg. 48' 00" E 38.00 ft. to a ½" iron rod found for an angle corner;
- 5) S 32 deg. 15' 49" E 156.47 ft. to a ½" iron rod found for an angle corner;
- 6) S 32 deg. 35' 21" E 91.24 ft. to the **PLACE OF BEGINNING** containing 9.606 acres of land.

PREPARED JANUARY 9, 2003, FROM SURVEYS PERFORMED IN AUGUST, 2001.



Holt Carson
Registered Professional Land Surveyor No. 5166

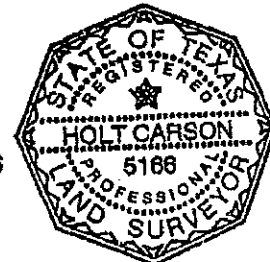


EXHIBIT "A"

PAGE 2

Los Indios Ventures, Inc.

1006 Mopac Circle, Suite 101
Austin, Texas 78746
(512) 474.9493 phone (512) 474.5715 fax

December 18, 2015

Mr. Tim Shelhamer
Travis Country West Owners Association, Inc.

RE: Sunset Ridge Office Park
8401 Southwest Parkway, Austin, TX

Dear Tim,

This letter documents some additional agreements we have reached regarding the development of the above referenced property (owned by Los Indios Ventures, Inc.) which is adjacent to Travis Country West. I very much appreciate your cooperation on all of this.

We have delivered two versions of the Office CCRs to my lawyer, Tim Taylor. This is in lieu of the original single version we were going to let your lawyer, Jeff Howard hold. I agree that if the City of Austin does not require emergency access to Sunset Ridge from the Los Indios property, then I will tell Tim Taylor to record the version of the Office CCRs which prohibits access to Sunset Ridge. If the City does require emergency access to Sunset Ridge, then we agree that Tim Taylor will record the version of the Office CCRs which allows such access, and I will instruct him to record those. I would also note that the new site plan for the property, which is attached to the Office CCRs, is different than the one attached to the agreement signed in 2010. I have attached a copy to this letter so we both have the new and agreed upon site plan in our files.

Thanks again.

Sincerely,

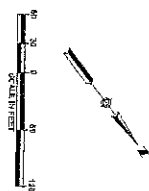
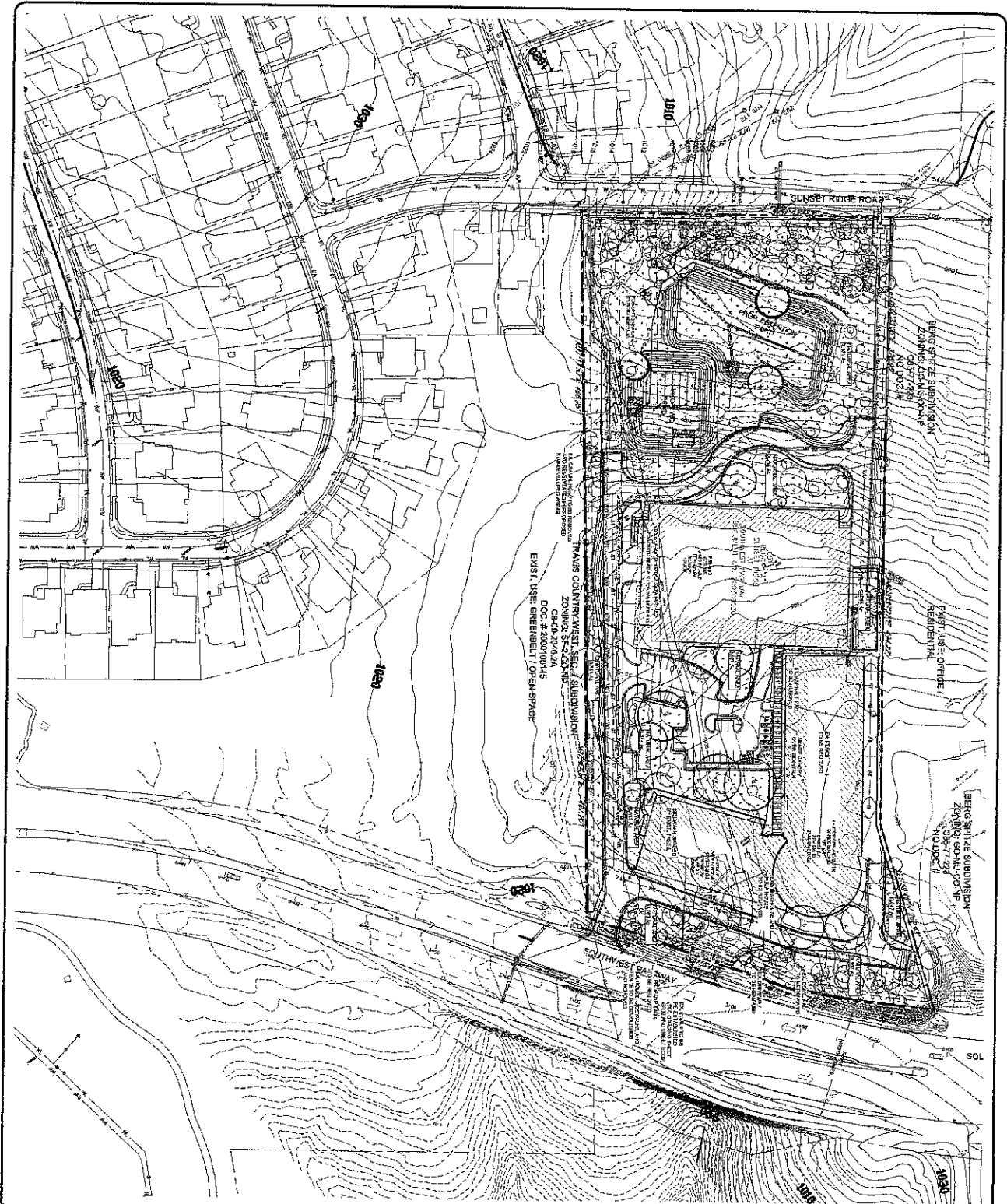


Tim Jamall
Los Indios Ventures, Inc.

Acknowledged:

Travis Country West Owners Association, Inc.

By: 
Tim Shelhamer, Director

[illegible]

B.A. #1
 1970-1971 (1971)
 1971-1972 (1972)
 B.A. #2
 1972-1973 (1973)
 1973-1974 (1974)

[illegible][illegible]

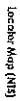
SUNSET RIDGE
8401 SOUTHWEST PKWY. AUSTIN, TX 78735
OVERALL PROJECT LAYOUT

NOT FOR
CONSTRUCTION
FOR REVIEW
PURPOSES
ONLY

LJA Engineering, Inc.
5316 Highway 750 West
Suite 150
Austin, Texas 78745

OP01
HEATH, H.
4

74



Scale: 1 to 5

Scale: 1"=16'-0"



Scale: 1"=16'-0"

Scale: 1"=16'-0"



MATERIAL LEGEND

- Exterior Glazing
Exterior Sandstone Cladding
Exterior Metal Panel
Exterior Metal Screen
Exterior Limestone Detail

9.

[illegible]

Uf Urban Foundry Architecture
1306 RIO GRANDE ST.
AUSTIN, TEXAS 78704
P 512 . 308 . 8928
F 512 . 308 . 7825
Architecture@UfAr.com

SUNSET RIDGE
8401 SOUTHWEST PARKWAY
AUSTIN, TX. 78735

LJA Engineering, Inc.
5318 Highway 220 West
Suite 150
Austin, Texas 78733

LA
Phone 512.439.4700
Fax 512.439.4716
FPII - F-1326

DATE: 04/14/2015
DESIGNED BY: TUCKER
DRAWN BY: TUCKER
CHECKED BY:
DRAWING:

[illegible]

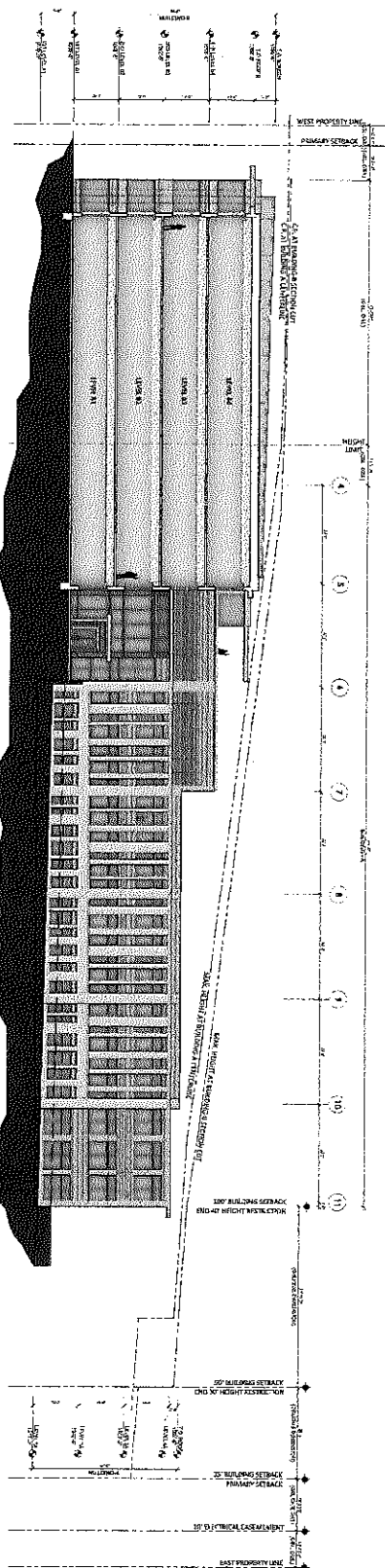
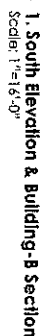
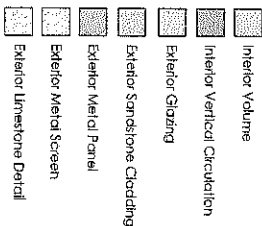
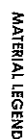
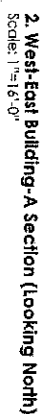
BY	DATE

SUN
8401 SOUTH
AUST

SET RIDGE
THWEST PARKWAY
IN, TX. 78735



2



Uf Urban Foundry Architecture
1305 RIO GRANDE ST.
AUSTIN, TEXAS 78704
P 512 . 306 . 9929
F 512 . 306 . 7928
Architectural@ufare.com

SUNSET RIDGE
8401 SOUTHWEST PARKWAY
AUSTIN, TX. 78735

DATE: 04/18/2015	REPUSSIONS			
	NO	DESCRIPTION	BY	DATE
DESIGNED BY: THOS				
DESIGNED BY: THOS				
CHECKED BY:				
REWORKING:				
DATE:				

LJA Engineering, Inc.
5316 Highway 250 West
Suite 160
Azusa, Texas 78735

UF 01508
A108

43 OF 46 SHEET

1. East Elevation & Building-A Section

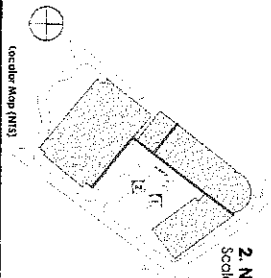
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2. North Garage Elevation & Building-B Section

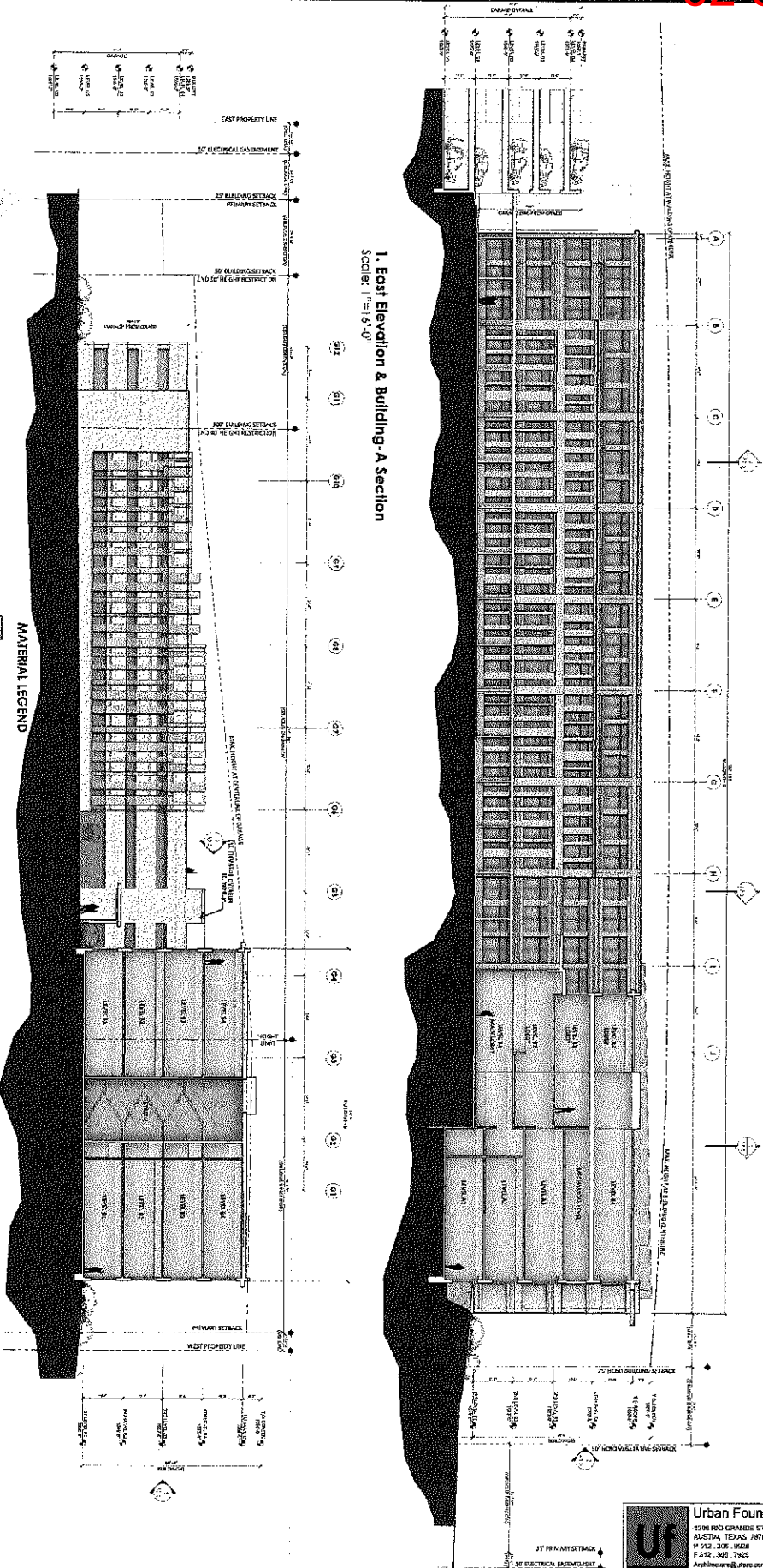
Scale: 1"=16'-0"

MATERIAL LEGEND

- Interior Volume
- Interior Vertical Circulation
- Exterior Glazing
- Exterior Sandstone Cladding
- Exterior Metal Panel
- Exterior Metal Screen
- Exterior Limestone Detail



Location Map (N113)



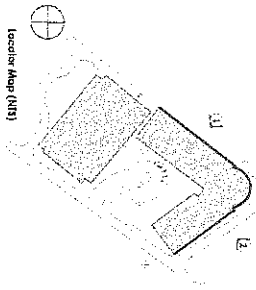
Urban Foundry Architecture
 1006 RED GRANT ST.
 AUSTIN, TEXAS 78704
 P 512.306.1028
 F 512.306.7925
 Architecture@ufar.com

SUNSET RIDGE
 8401 SOUTHWEST PARKWAY
 AUSTIN, TX. 78735

LJA Engineering, Inc.
 1340 Highway 206 West
 Suite 100
 Austin, Texas 78735
 Phone 512.435.4710
 Fax 512.435.4716
 F201-1-1320

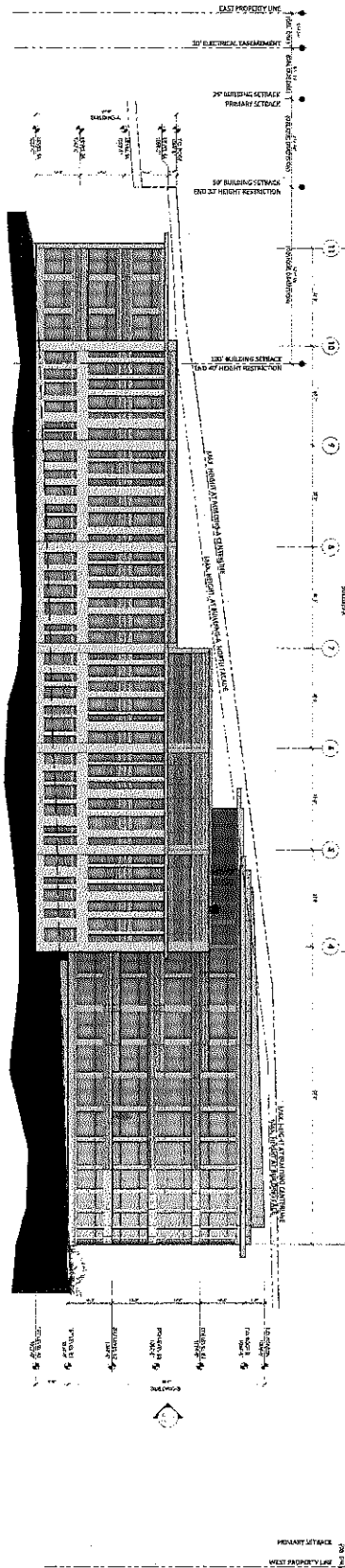
JOB NUMBER
 1010000
DATE
 1/1/2008
DESIGNED BY
 A107
CHECKED BY
 44
DATE
 4/6

SFC-2014-0442C



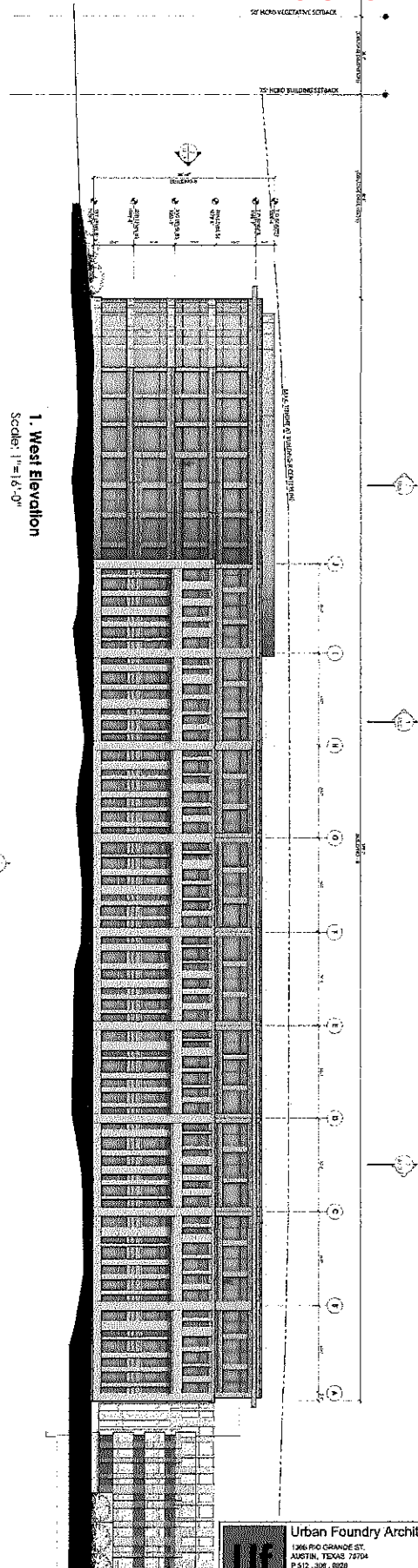
2. North Elevation

Scale: 1"=16'-0"



1. West Elevation

Scale: 1"=16'-0"



- MATERIAL LEGEND**
- Exterior Glazing
 - Exterior Sandstone Cladding
 - Exterior Metal Panel
 - Exterior Metal Screen
 - Exterior Limestone Detail

16

Urban Foundry Architecture
 1366 RIO GRANDE ST.
 AUSTIN, TEXAS 78704
 P 512.306.0029
 F 512.306.7625
 Austin@urbanfoundry.com

SUNSET RIDGE
 8401 SOUTHWEST PARKWAY
 AUSTIN, TX. 78735

T.G.

SPC-2014-0442C

LJA Engineering, Inc.
 5015 Highway 290 West
 Suite 100
 Austin, Texas 78735
 Phone 512.438.4799
 Fax 512.438.4798
 PEO - F-1386

DATE: 04/15/15
 DESIGNED BY: TGB
 DRAWN BY: TGB
 CHECKED BY: TGB
 APPROVED BY: TGB

NO.	DESCRIPTION	BY	DATE

OF 46 SHEETS



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is executed by **Los Indios Ventures, Inc.**, a Texas corporation ("*Los Indios*") and **Travis Country West Owners Association, Inc.**, a Texas non-profit corporation (the "*TCWOA*").

A. Los Indios is the owner of that certain 9.606 acre tract of land in Travis County, Texas, more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all pertinent purposes (the "*Los Indios Property*").

B. TCWOA is the property owners association for the Travis Country West subdivision, a residential development situated immediately east and generally south of the Los Indios Property (the "*TCW Development*"). TCWOA is the property owners association described in that certain Declaration of Covenants, Conditions and Restrictions for Travis Country West Subdivision as recorded under Document No. 2002069094 of the Official Public Records of Travis County, Texas.

C. There is a Restrictive Covenant covering the Los Indios Property, being the instrument of record in Volume 10801, Page 0236, Real Property Records of Travis County, Texas (the "*City Restrictive Covenant*"). Los Indios has requested proposed amendments to the City Restrictive Covenant with the City of Austin, and Los Indios has also requested a change in zoning for the Los Indios Property.

D. Los Indios and TCWOA have reached an agreement regarding TCWOA's support of the amendment to the City Restrictive Covenant, the zoning change, certain other limited variances, and site plan approval subject to the terms of the Agreement, which Los Indios has requested or may request in the future regarding the Los Indios Property, and such agreement of the parties is set forth in the Agreement Regarding Development executed by Los Indios and TCWOA dated June 8, 2010 (the "*Agreement*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Los Indios and TCWOA acknowledge and agree as follows:

1. **Agreement Incorporated by Reference.** The Agreement is hereby incorporated into this Memorandum by reference. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

2. **Notice to Third Parties: Restrictions on Use; Escrow.** Pursuant to the Agreement, Los Indios has agreed, among other things more particularly set forth in the Agreement, that depending on the use of the Los Indios Property, the Los Indios Property will be subjected to certain covenants, conditions, and restrictions ("*CCRs*"), as more fully set forth in the Agreement. Pursuant to and subject to the terms of the Agreement, Los Indios has also agreed to escrow certain funds (the "*Escrowed Funds*") for traffic calming measures in the Travis Country West subdivision (for which TCWOA is the property owners association), restrict access to (and from) Sunset Ridge to prohibit any such access (including prohibiting any such access to or from the Los Indios Property though the property adjacent to the Los Indios Property [but expressly not limiting access by such adjacent property to and from Sunset Ridge]) except to allow a "crash gate" for emergency access, and provide other restrictions set forth in the Agreement.

3. **Termination of this Memorandum.** Upon recordation of the applicable CCRs and upon the deposit of the Escrowed Funds, both as set forth in the Agreement, this Memorandum shall terminate and the parties shall execute and record a release and termination hereof.

4. **Applicable Law.** This Memorandum shall be governed by and construed in accordance with the laws of the State of Texas and the laws of the United States of America applicable to transactions in Texas.

5. **Successors and Assigns; No Third Party.** This Memorandum and the Agreement shall be binding upon and inure to the benefit of Los Indios and TCWOA, and their respective successors and permitted assigns. This Memorandum is not intended to confer on any person other than TCWOA and Los Indios and their successors and permitted assigns any rights, obligations, remedies, or liabilities. The obligations of Los Indios as set forth in the Agreement shall be covenants running with the land and shall be binding on an inure to the benefit of subsequent owners and successors in interest of all or any portion of the Los Indios Property, and the Memorandum of Agreement shall give any such subsequent owners or successors in interest notice of such covenants.

EXECUTED this 4th day of JUNE, 2010.

LOS INDIOS:

Los Indios Ventures, Inc.
(a Texas corporation)

By: _____

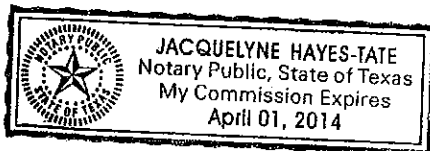
Tim Jamail, President

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this 4th day of JUNE, 2010, by Tim Jamail, President of Los Indios Ventures, Inc., a Texas corporation, on behalf of said corporation.



Notary Public ★ State of Texas

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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TCWOA:

Travis Country West Owners Association, Inc.
(a Texas non-profit corporation)

By: Marco Martinez
Name: MARCO D MARTINEZ
Title: PRESIDENT, TCWOA

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this 10th day of JUNE, 2010, by MARCO MARTINEZ, PRESIDENT of Travis Country West Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Laura Ann Wesells
Notary Public ★ State of Texas

After Recording, Please Return To:

Timothy C. Taylor, Esq.
JACKSON WALKER L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701-4042

**CARSON AND BUSH
PROFESSIONAL SURVEYORS, INC.**

**1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084**

JANUARY 9, 2003

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- 1) along a curve to the right with a radius of 1410.00 ft. for an arc length of 12.60 ft. and which chord bears S 44 deg. 28' 11" E 12.60 ft. to a ½" iron rod found;
- 2) S 45 deg. 22' 23" E 93.93 ft. to a ½" iron rod found for an angle corner;
- 3) S 41 deg. 31' 40" E 94.78 ft. to a ½" iron rod found for an angle corner;
- 4) S 31 deg. 48' 00" E 38.00 ft. to a ½" iron rod found for an angle corner;
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PREPARED JANUARY 9, 2003, FROM SURVEYS PERFORMED IN AUGUST, 2001.



Holt Carson
Registered Professional Land Surveyor No. 5166

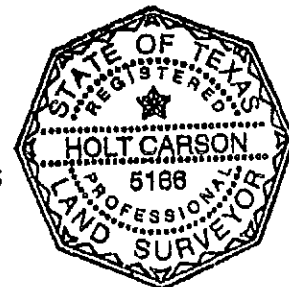


EXHIBIT "A"

PAGE 2

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jun 14, 2010 04:18 PM

2010084586

GONZALES1: \$36.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, you are not required to attend. However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed development or change. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice is required.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

A zoning ordinance amendment may include a conditional overlay which would include conditions approved by the Land Use Commission or the City Council. If final approval is by a City Council's action, there is no appeal of the Land Use Commission's action.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact listed on a notice*); or
- appearing and speaking for the record at the public hearing;

and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 14 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our web site: www.austintexas.gov/devservices.

Written comments must be submitted to the board or commission (or the contact person listed on the notice) before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice.

Case Number: SPC-2014-0442C

Contact: Donna Galati, 512-974-2733 or Elsa Garza, 512-974-2308

Public Hearing: Planning Commission, Jan 12, 2016

Katheryn LUKERT

Your Name (please print)

☐ I am in favor
☒ I object

5501 FORT BENTON DR.

Your address(es) affected by this application

Katheryn L. Lukert

Signature

12-14-15

Date

Daytime Telephone: 512-382-1240

Comments: 4 stories-height is to great
so close to my home. Commercial property
creates UNWANTED TRAFFIC ON PRIVATE
RESIDENTIAL STREETS FOR ENTRY & EXIT to this
Bldg. This TRACT is so close to homes
with little access on SW. Pwy but more
to & from neighborhood which is less than a
block from our homes. Also Commercial property
creates unwanted persons or people within

A few ft from our back doors, and front yards
If you use this form to comment, it may be returned to: where our children
City of Austin play! AND our
Development Services Department - 4th floor privacy is
Donna Galati definitely
P. O. Box 1088 invaded!
Austin, TX 78767-1088

Also, will devalue our
homes!

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, you are not required to attend. However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed development or change. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice is required.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

A zoning ordinance amendment may include a conditional overlay which would include conditions approved by the Land Use Commission or the City Council. If final approval is by a City Council's action, there is no appeal of the Land Use Commission's action.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact listed on a notice*); or
- appearing and speaking for the record at the public hearing;

and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 14 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our web site: www.austintexas.gov/devservices.

Written comments must be submitted to the board or commission (or the contact person listed on the notice) before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice.

Case Number: SPC-2014-0442C

Contact: Donna Galati, 512-974-2733 or Elsa Garza, 512-974-2308

Public Hearing: Planning Commission, Jan 12, 2016

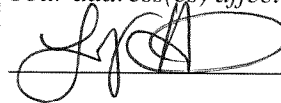
Lori and Ryan Hammond

Your Name (please print)

☐ I am in favor
☒ I object

5420 Fort Benton Dr

Your address(es) affected by this application



Signature

12-17-15

Date

Daytime Telephone: 512-563-0654 (Lori) 512-992-7160 (Ryan)

Comments: We moved to TCW because it was a quiet ~~and~~ neighborhood and surrounded by open space and tree which we understood would not be developed. The location of the business backs up to our home and we believe will be in view of our backyard, lowering our property value. We also see added congestion and fear may result in increased traffic through our neighborhood where many kids play regularly

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