

**ORDINANCE NO. 20170302-014**

**AN ORDINANCE AMENDING ORDINANCE NO. 20161110-032 TO CORRECT CERTAIN EXHIBITS FOR THE PROPERTY DESCRIBED IN ZONING FILE C814-2012-0152 PILOT KNOB PLANNED UNIT DEVELOPMENT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1. Findings**

- A. Ordinance No. 20151217-080, adopted by City Council on December 17, 2015, created a planned unit development base zoning district for the property described in zoning file C814-2012-0152.
- B. Ordinance No. 20161110-032, adopted by City Council on November 10, 2016, amended Ordinance No. 20151217-080 to revise Part 8, the Affordable Housing Program and Exhibit V, the Affordable Housing Restrictive Covenant Form.
- C. Ordinance No. 20161110-032 incorrectly attached the following outdated exhibits:

Exhibit C: Land Use Plan;

Exhibit D: Conceptual Parks and Open Space Plan;

Exhibit I: Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities Form;

Exhibit K: Critical Water Quality Zone for Minor Waterways Transferring and Receiving Restrictive Covenant Form;

Exhibit N: Wetlands Transferring and Receiving Restrictive Covenant Form;

Exhibit P-1: Impervious Cover Table;

Exhibit R: Conceptual Public Art Master Plan; and

Exhibit T: Typical Street Sections.

**PART 2.** Ordinance No. 20161110-032 is amended to replace the outdated exhibits listed in Part 1.C with the attached final Exhibits C, D, I, K, N, P-1, R and T.

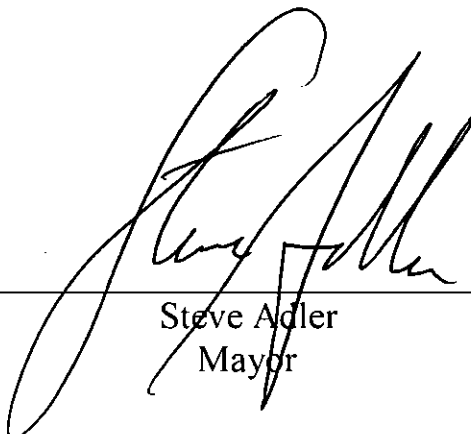
**PART 3.** In all other respects the terms and conditions of Ordinance No. 20161110-032 remain in effect.

**PART 4.** This ordinance takes effect on March 13, 2017.

**PASSED AND APPROVED**

\_\_\_\_\_, March 2, 2017

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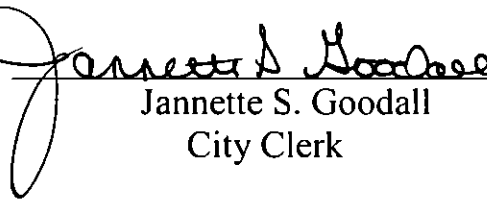
  
\_\_\_\_\_  
Steve Adler  
Mayor

**APPROVED:**



\_\_\_\_\_  
Anne L. Morgan  
City Attorney

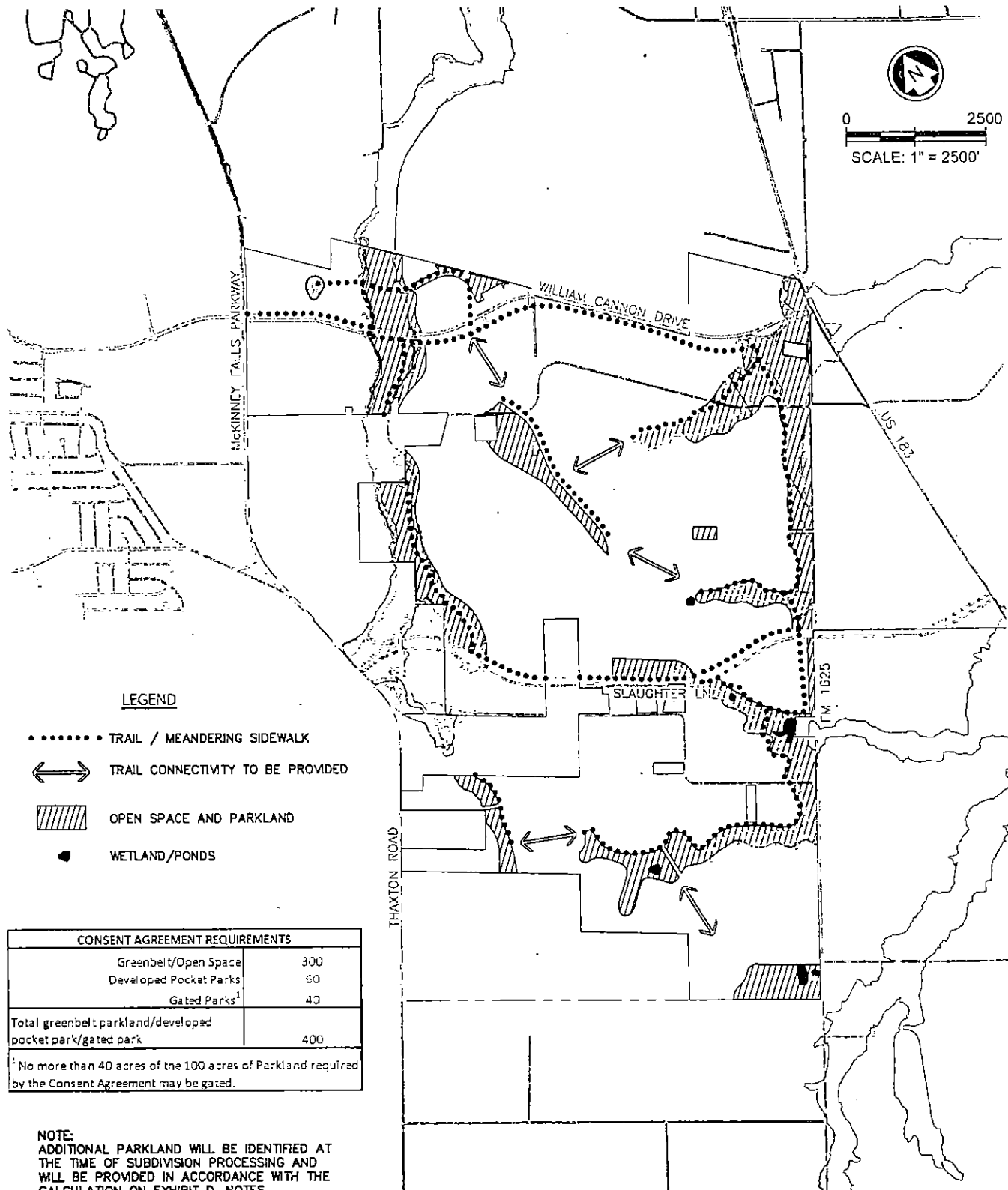
**ATTEST:**

  
\_\_\_\_\_  
Jannette S. Goodall  
City Clerk

December 1, 2015



NOTES:



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

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

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

**A. MUD CONSENT AGREEMENT**

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

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

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

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

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

## B. LAND DEDICATION

Provision of parkland within the PUD will be as follows:

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

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

where the “residents per unit” is assumed to be:

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

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

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

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

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

Example:

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

#### C. PARK IMPROVEMENT REQUIREMENTS

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

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

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

#### D. FINAL PLAT NOTE

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



## EXHIBIT I

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

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

#### **GENERAL RECITALS:**

**DECLARANT:** Carma Easton LLC, a Texas limited liability company

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

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

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

#### **A. Definitions.**

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

#### **B. Declaration.**

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

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

#### **AGREEMENTS:**

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

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

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

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

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

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

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

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

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

**City:**

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

**Declarant:**

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

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

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

**District:**

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

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

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

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

Executed on the date set forth in the acknowledgment below to be effective on

\_\_\_\_\_, 20\_\_.

**DECLARANT:**

CARMA EASTON LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

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

\_\_\_\_\_  
Notary Public, State of Texas

ACCEPTED: DEVELOPMENT SERVICES DEPARTMENT

CITY OF AUSTIN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_



## COUNTY OF TRAVIS §

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

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

"Further Affiant sayeth not."

CARMA EASTON LLC,  
a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

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

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING. RETURN TO:

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

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

## **EXHIBIT A**

### **The Property**

[see attached]

## EXHIBIT B

### Drainage Facilities

[see attached]

## EXHIBIT C

### The Easement Tract

[see attached]

**EXHIBIT K**

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

**GRANTOR:** CARMA EASTON LLC, a Texas limited liability company

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

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

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

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

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

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

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

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

**Exhibit K**

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

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

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

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

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

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



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

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

*[signatures follow on the next page]*

**EXECUTED** on the date set forth in the acknowledgment below to be effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

CARMA EASTON LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

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

Given under my hand and seal of office on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

ACCEPTED: DEVELOPMENT SERVICES DEPARTMENT

CITY OF AUSTIN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Assistant City Attorney

[illegible]

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

{W0665512.3}  
2024050.1

“Further Affiant sayeth not.”

CARMA EASTON LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

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

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

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

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

**EXHIBIT A**

**Transferring Tract**

[see attached property description(s)]

## EXHIBIT B

### Receiving Tract

[see attached property description(s)]



## EXHIBIT C

### Current Buffer Zone Transfers

[see attached]

## EXHIBIT D

### Cumulative Buffer Zone Transfers

[see attached]

**EXHIBIT N**

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

**GRANTOR:** CARMA EASTON LLC, a Texas limited liability company

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

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

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

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

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

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

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

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

**Exhibit N**

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

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

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

1. The entire Receiving Tract is deemed to be wetland subject to the protections, restrictions or limitations set forth in Section 25-8-282 and other applicable provisions of the LDC. Except as allowed under applicable law, no use will be made of the Receiving Tract, or on the Receiving Tract, that is inconsistent with the uses permitted in the LDC for real property located in wetlands.
2. As the Receiving Tract is wetland mitigation property for the Transferring Tract, none of the Transferring Tract will be subject to any of the protections, restrictions or limitations set forth in Section 25-8-282 and other applicable provisions of the LDC relating to real property located in wetlands.
3. Taking into consideration the property being designated as Transferring Tract(s) and Receiving Tract(s) in this restrictive covenant, as the number of acres of the Receiving Tract exceeds the number of acres of the Transferring Tract, as reflected in **Exhibit C** attached hereto and incorporated herein by reference, \_\_\_\_\_ acres remain available for future transfer to other land within the Property so that such land will also be deemed to be a Transferring Tract (without the necessity of an additional Receiving Tract) upon the filing of a future restrictive covenant with respect to such land.[ Further, **Exhibit D** attached hereto and incorporated herein by reference reflects the cumulative Transferring Tracts and Receiving Tracts within the Property since, and including those reflected in, the recording of that certain Wetlands Transferring and Receiving Restrictive Covenant No. 1 as Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas.]<sup>1</sup>
4. The Grantor shall place on the preliminary, final and construction plans (i) a note noting this recorded Restrictive Covenant document number, (ii) if any portion of the Transferring Tract is within the boundary of the current plat application, a note and detailed drawing of such portion of the Transferring Tract, and (iii) if the Receiving Tract is within the boundary of the current plat application, a note and detailed drawing of the portion of the Receiving Tract located thereon.

---

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

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

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

*[signatures follow on the next page]*

**EXECUTED** on the date set forth in the acknowledgment below to be effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

CARMA EASTON LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS       §

§

COUNTY OF TRAVIS   §

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

Given under my hand and seal of office on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

ACCEPTED: DEVELOPMENT SERVICES DEPARTMENT

CITY OF AUSTIN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Assistant City Attorney





"Further Affiant sayeth not."

CARMA EASTON LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

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

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING. RETURN TO:

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

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

EXHIBIT A

Transferring Tract

[see attached property description(s)]

## EXHIBIT B

### Receiving Tract

[see attached property description(s)]

## EXHIBIT C

### Current Wetlands Transfers

[see attached]

[EXHIBIT D

Cumulative Wetlands Transfers

[see attached]]<sup>1</sup>

| 1. CENTERS DEVELOPMENT - IMPERVIOUS COVER |            |       |              |
|---|------------|-------|--------------|
| Location                                  | Area, ac.  | IC, % | IC, ac.      |
| MUD 1 North                               | 58         | 95%   | 55.10        |
| MUD 1 South                               | 213        | 95%   | 202.35       |
| EC  | 43         | 95%   | 40.85        |
| <b>Centers Subtotal</b>                   | <b>314</b> |       | <b>298.3</b> |

| 2. CORRIDORS DEVELOPMENT - IMPERVIOUS COVER |                    |           |               |       |               |
|---|--------------------|-----------|---------------|-------|---------------|
| Roadway                                     | Roadway length, lf | Depth, ft | Area, acres   | IC, % | IC, ac.       |
| William Cannon Drive                        | 600                | 600       | 8.26          | 95%   | 7.85          |
|   | 600                | 600       | 8.26          | 95%   | 7.85          |
| Slaughter Lane                              | 4060               | 600       | 55.92         | 95%   | 53.13         |
|   | 1250               | 600       | 17.22         | 95%   | 16.36         |
|   | 550                | 600       | 7.58          | 95%   | 7.20          |
|   | 110                | 600       | 1.52          | 95%   | 1.44          |
|   | 1020               | 600       | 14.05         | 95%   | 13.35         |
|   | 36                 | 600       | 0.50          | 95%   | 0.47          |
| FM1625                                      | 2110               | 600       | 29.06         | 95%   | 27.61         |
| <b>Corridors Subtotal</b>                   | <b>10336</b>       |           | <b>142.37</b> |       | <b>135.25</b> |

| 3. MISC. DEVELOPMENT AREAS - IMPERVIOUS COVER |                |       |                |
|---|----------------|-------|----------------|
| Location                                      | Area, ac       | IC, % | IC, ac.        |
| Open Space                                    | 300            | 5%    | 15             |
| Parkland                                      | 100            | 20%   | 20             |
| Section 1A                                    | 54.91          | 34%   | 18.80          |
| Section 1C                                    | 44.45          | 32%   | 14.22          |
| Section 1B                                    | 83             | 90%   | 74.70          |
| All Other Areas                               | 1178.25        | 73%   | 864.84         |
| <b>Misc. Subtotal</b>                         | <b>1760.61</b> |       | <b>1007.56</b> |

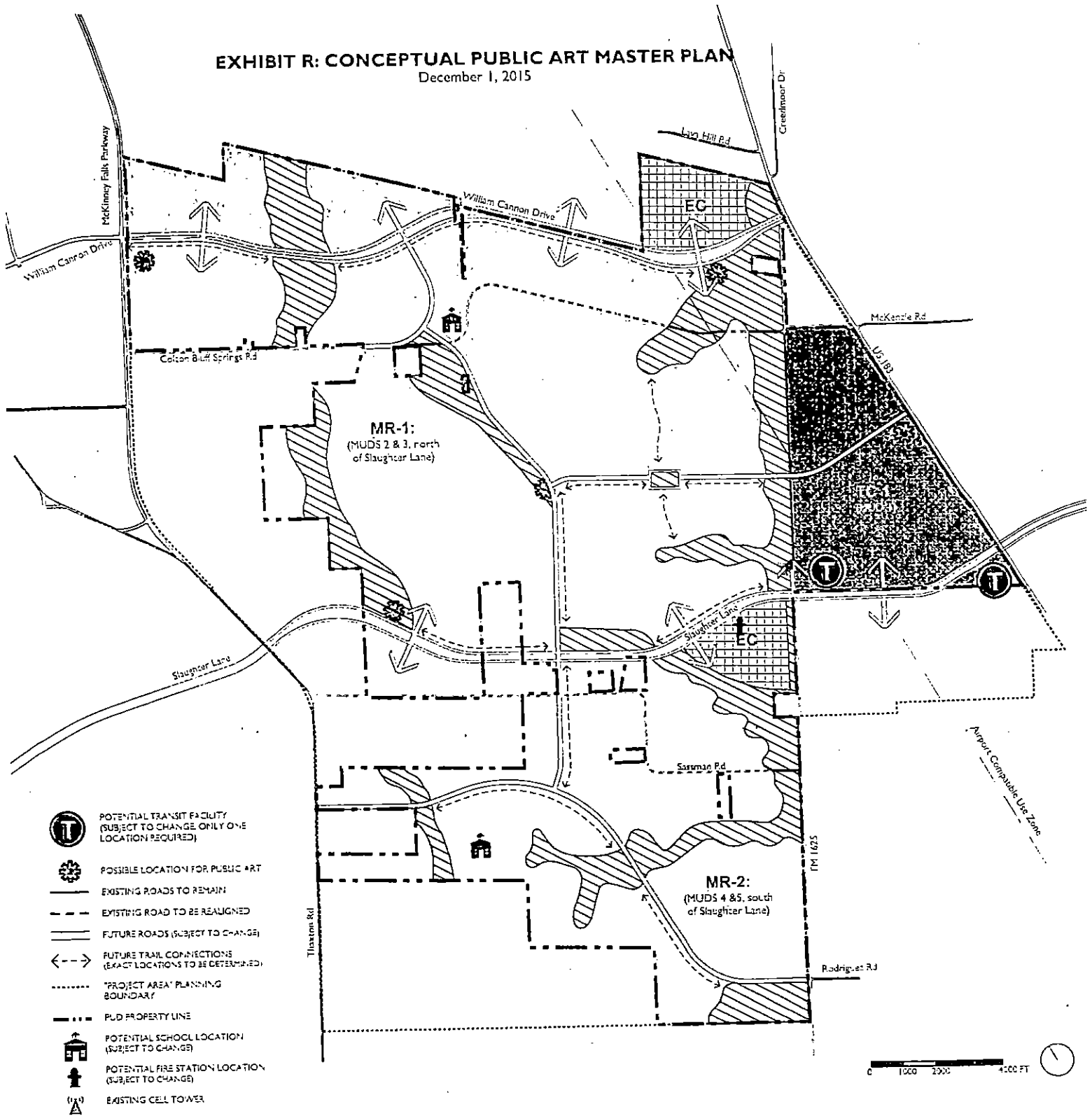
| 4. SUMMARY CALCULATION OF IMPERVIOUS COVER |                |                |
|--|----------------|----------------|
| Development Type                           | Area, ac.      | IC, ac.        |
| Centers                                    | 314.00         | 298.30         |
| Corridors                                  | 142.37         | 135.25         |
| Misc                                       | 1760.61        | 1007.56        |
| <b>Total</b>                               | <b>2216.98</b> | <b>1441.11</b> |
| Area in PUD, ac.                           |                | 2216.98        |
| 65% Average IC in PUD                      |                | 1441.04        |

EXHIBIT P-1  
IMPERVIOUS COVER TABLE

REC'D 12-2-2015

# EXHIBIT R: CONCEPTUAL PUBLIC ART MASTER PLAN

December 1, 2015



## GUIDING PRINCIPLES

- Public artworks and/or artfully-crafted architectural elements (gates, bridges, walls, etc.) will be constructed by the Master Developer in order to enhance the community's public open spaces, parks, and entryways.
- These will be located strategically to optimize public visibility and accessibility, and will include information about the art and the artist, at minimum.
- These works will also be located so as to become distinctive, high-quality public places that will enhance the value and the identity of the community.

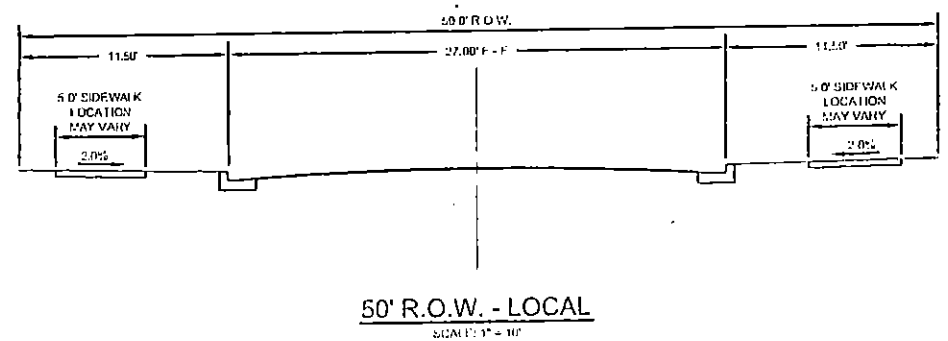
Exhibit R

REC'D 12-2-2015




Exhibit T

REC'D 12-2-2015



NOTES:

1. INTERSECTIONS OF LOCAL STREETS TO INCLUDE 20' CURB RADII MINIMUM.
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.

 **PELTON**  
LAND SOLUTIONS

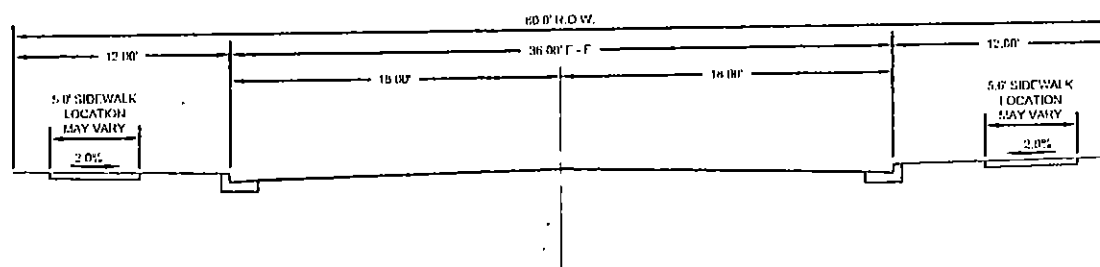
7004 DEE CAVE ROAD  
BUILDING 2, SUITE 100  
AUSTIN, TX 78740  
512-831-7700, TX FIRM NO 12207

**Brookfield**  
Residential

STREET SECTION T-1

PILOT KNOB  
PLANNED UNIT DEVELOPMENT

1:\05\5004\PH - Easton\5004\300-401 - Pilot Knob PUD\CAD\Exhibit T Streets Exhibit



60' R.O.W. - RESIDENTIAL / NEIGHBORHOOD COLLECTOR

SCALE: 1" = 10'

NOTES:

1. SECTION ALLOWS FOR DRIVEWAY CONNECTIONS AND ON-STREET PARKING OR 7' DIKE LANE (5' BIKE LANE TO FACE-OF-CURB WITH 2' STRIPED BUFFER).
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.



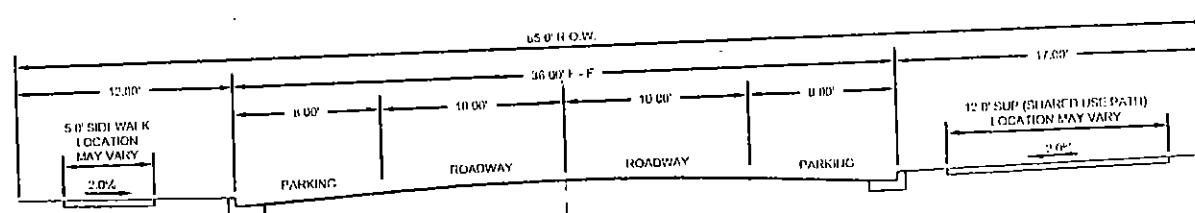
**PELTON**  
LAND SOLUTIONS

7004 RICE CAVE ROAD  
BUILDING 2, SUITE 100  
AUSTIN, TX 78740  
512-831-7700, TX FIRM NO 12207

**Brookfield**  
Residential

STREET SECTION T-2A

PILOT KNOB  
PLANNED UNIT DEVELOPMENT



65' R.O.W. - RESIDENTIAL / NEIGHBORHOOD COLLECTOR T-2B  
SCALE: 1" = 10'

#### NOTES:

1. PAVEMENT FACE-TO-FACE WIDTH MAY BE INCREASED TO INCLUDE ON-STREET PARKING OR BIKE LANE (5' BIKE LANE TO FACE-OF-CURB WITH 2' STRIPED BUFFER) WHERE APPROPRIATE. IF BIKE LANE ADDED TO FACE-TO-FACE DIMENSION, A 5' SIDEWALK MAY BE USED IN LIEU OF THE SUP' ON SIDE WHERE BIKE LANE IS ADDED. RIGHT-OF-WAY MAY NEED TO BE ADJUSTED TO ACCOMMODATE CHANGE IN SECTION.
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.

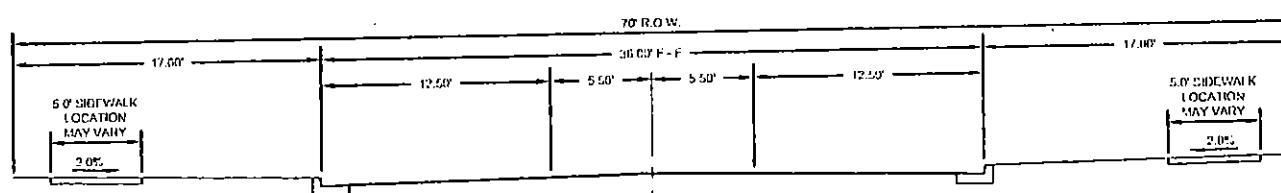


**PELTON**  
LAND SOLUTIONS

7004 BEE CAVE ROAD  
BUILDING 2, SUITE 100  
AUSTIN, TX 78748  
512-831-7700, TX FIRM NO 12207

**Brookfield**  
Residential

STREET SECTION T-2B  
**PILOT KNOB**  
PLANNED UNIT DEVELOPMENT



70' R.O.W. - NEIGHBORHOOD COLLECTOR

SCALE: 1" = 10'

**NOTES:**

1. SECTION ALLOWS FOR ON-STREET PARKING, BUT DOES NOT ALLOW FOR DRIVEWAY CONNECTIONS.
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.
3. PAVEMENT FACE-TO-FACE WIDTH MAY BE INCREASED TO INCLUDE ON-STREET PARKING OR BIKE LANE (5' BIKE LANE TO FACE-OF-CURB WITH 1' STRIPED BUFFER) WHERE APPROPRIATE.
4. 10' SHARED USE PATH MAY BE USED IN LIEU OF 5' SIDEWALK.



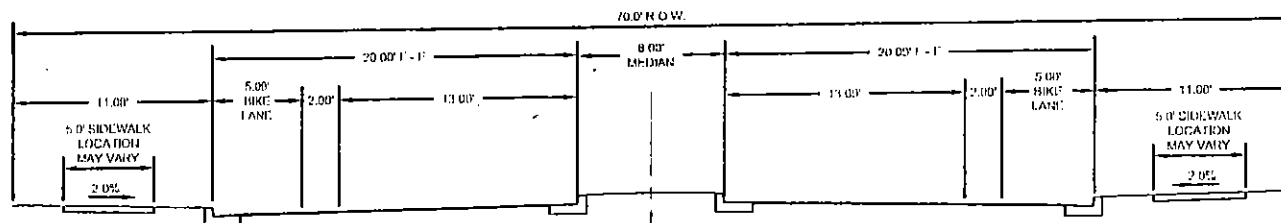
**PELTON**  
LAND SOLUTIONS

7004 DEE CAVE ROAD  
BUILDING 2, SUITE 100  
AUSTIN, TX 78740  
512-831-7700, TX FIRM NO. 12207

**Brookfield**  
Residential

**STREET SECTION T-3A**

**PILOT KNOB  
PLANNED UNIT DEVELOPMENT**



70' R.O.W. - RESIDENTIAL / NEIGHBORHOOD COLLECTOR T-3B

SCALE: 1" = 10'

NOTES:

1. PAVEMENT FACE-TO-FACE WIDTH MAY BE MODIFIED TO INCLUDE ON-STREET PARKING AND/OR REMOVE BIKE LANE (5' BIKE LANE TO FACE-OF-CURB WITH 2' STRIPED BUFFER) WHERE APPROPRIATE. IF BIKE LANE IS NOT INCLUDED IN FACE-TO-FACE DIMENSION, A 12' SUP (SHARED USE PATH) MAY BE USED ON SIDE WHERE BIKE LANE IS NOT INCLUDED. RIGHT-OF-WAY MAY BE ADJUSTED TO ACCOMMODATE CHANGE IN SECTION.
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.



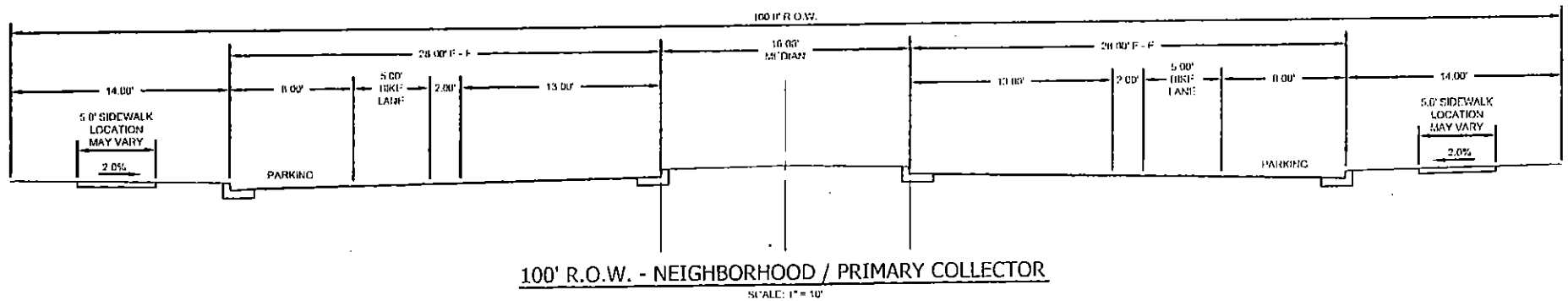
**PELTON**  
LAND SOLUTIONS

7004 BEE CAVE ROAD  
BUILDING 2, SUITE 100  
AUSTIN, TX 78746  
512-831-7700, TX FIRM NO 12207

**Brookfield**  
Residential

STREET SECTION T-3B

PILOT KNOB  
PLANNED UNIT DEVELOPMENT



NOTES:

1. PAVEMENT FACE-TO-FACE WIDTH MAY BE DECREASED TO 20' F-F WHERE PARKING IS NOT INCLUDED. RIGHT-OF-WAY MAY BE ADJUSTED TO ACCOMMODATE CHANGE IN SECTION.
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.



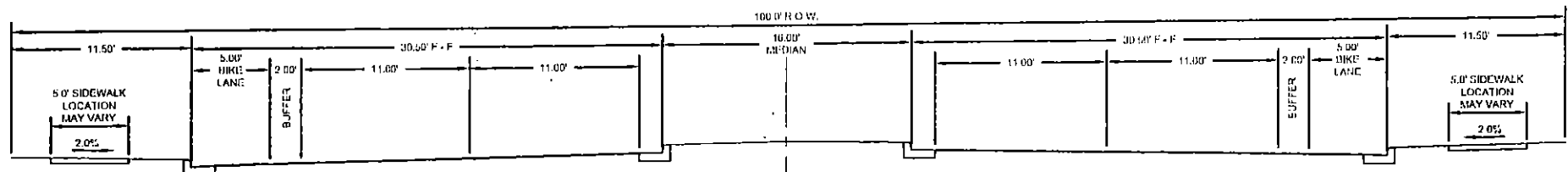
**PELTON**  
LAND SOLUTIONS

7004 DEE CAVE ROAD  
BUILDING 2, SUITE 100  
AUSTIN, TX 78746  
512-831-7700, TX FIRM NO 12207

**Brookfield**  
Residential

STREET SECTION T-4A

PILOT KNOB  
PLANNED UNIT DEVELOPMENT



100' R.O.W. - 4-LANE PRIMARY COLLECTOR

SCALE: 1" = 10'

NOTES:

1. PAVEMENT FACE-TO-FACE WIDTH MAY BE INCREASED TO INCLUDE ON-STREET PARKING OR BIKE LANE WHERE APPROPRIATE (5' BIKE LANE TO FACE-OF-CURB WITH 2' STRIPED BUFFER). RIGHT-OF-WAY MAY NEED TO BE ADJUSTED TO ACCOMMODATE CHANGE IN SECTION.
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.
3. A BIKE FACILITY THROUGH EITHER A BIKE LANE, SHARED USE PATH (SUP), OR TRAIL SHALL BE PROVIDED.



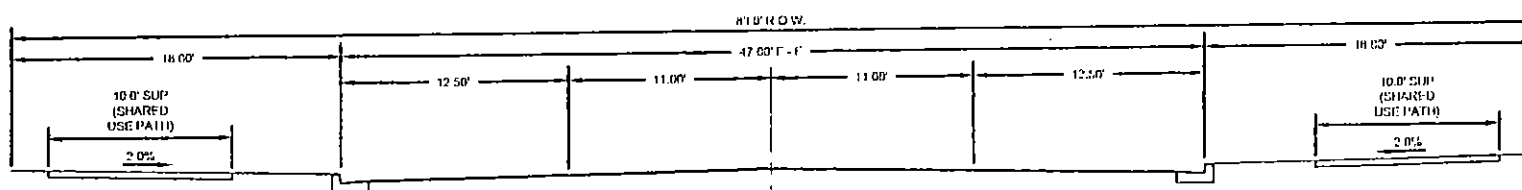
**PELTON**  
LAND SOLUTIONS

7004 DCE CAVE ROAD  
BUILDING 2, SUITE 100  
AUSTIN, TX 78748  
512-831-7700, TX FIRM NO 12707

**Brookfield**  
Residential

STREET SECTION T-4B

PILOT KNOB  
PLANNED UNIT DEVELOPMENT



83' R.O.W. - 4-LANE PRIMARY COLLECTOR

SCALE: 1" = 10'

#### NOTES:

1. PAVEMENT FACE-TO-FACE WIDTH MAY BE INCREASED TO INCLUDE ON-STREET PARKING OR BIKE LANE (5' BIKE LANE TO FACE-OF-CURB WITH 2' STRIPED BUFFER) WHERE APPROPRIATE. IF BIKE LANE ADDED TO FACE-TO-FACE DIMENSION, A 5' SIDEWALK MAY BE USED IN LIEU OF THE SUP ON SIDE WHERE BIKE LANE IS ADDED. RIGHT-OF-WAY MAY NEED TO BE ADJUSTED TO ACCOMMODATE CHANGE IN SECTION.
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.
3. A BIKE FACILITY THROUGH EITHER A BIKE LANE, SHARED USE PATH (SUP), OR TRAIL SHALL BE PROVIDED.



**PELTON**  
LAND SOLUTIONS

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AUSTIN, TX 78748  
512-831-7700, TX FIRM NO 12207

**Brookfield**  
Residential

STREET SECTION T-5

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