

11-GF# 201301777A LA
RETURN TO: HERITAGE TITLE
2630 EXPOSITION BLVD. #105
AUSTIN, TEXAS 78703

MUELLER - PAGGI PARK

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS

[Lot 30, Block 25, Mueller Section VI]

This Declaration of Easements and Restrictive Covenants (the "**Declaration**"), is made by CATELLUS AUSTIN, LLC, a Delaware limited liability company (the "**Master Declarant**"), and is as follows:

RECITALS

A. Master Declarant is the owner of Lot 30, Block 25, Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas (the "**Property**").

B. Master Declarant desires to impose upon the Property the covenants, conditions restrictions and easements set forth below.

NOW, THEREFORE, it is hereby declared that the Property be held, sold, and conveyed subject to the following covenants, conditions and restrictions and easements which shall run with the Property and: (i) shall be binding upon all parties having right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns and any other person or entity who now or hereafter has any legal, equitable, or beneficial interest in any portion of the Property; and (ii) that each contract or deed which may hereafter be executed with regard to the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, restrictions, and easements regardless of whether or not the same are set out in full or by reference in said contract or deed.

1. Reservation of Easements. Master Declarant reserves unto itself, its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants, invitees, and its successors and assigns a non-exclusive, perpetual, and irrevocable easement, license, and right of way over and across the Property for the purpose of: (i) ingress and egress over and across the Property; and (ii) the use, lease or assignment of any portion of the Property for the placement and maintenance of trailers, concession stands, kiosks, an eatery or other establishments which may sell food and or alcohol, the hours of operation of which may vary. The owner of the Property shall have the sole and exclusive right to collect and retain any and all income received from or in connection with the rights described in this paragraph. The easements, right, and privileges reserved herein are non-exclusive, and the owner of the Property shall have the right to convey similar easements to such other persons to the extent such future easements do not interfere with the easements reserved hereunder. The reservation

of the easements herein shall not obligate Master Declarant to perform any of the activities described in this paragraph.

2. **Mueller Master Community.** It is anticipated that the Property will be designated as Master Community Facilities as such term is defined in the Mueller Master Community Covenant, recorded as Document No. 2004238007, Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"). The board of directors of the Mueller Master Community, Inc., a Texas nonprofit corporation (the "**Master Association**") has the authority to adopt rules and regulations regarding use of Master Community Facilities. No rules or regulations adopted by the Master Association may conflict or interfere with the easement granted to the Master Declarant in Section 1 hereof.

3. **Binding Effect.** This Declaration shall be binding upon the owners of all or any portion of the Property, and their respective heirs, successors and assigns and any other person or entity who now or hereafter has any legal, equitable, or beneficial interest in any portion of the Property. This Declaration may only be amended with the written consent of the Master Declarant, the Master Association, and any third party who receive an assignment of easement rights from Master Declarant as permitted in Section 1 hereof. To be effective, an amendment to this Declaration must be recorded in the Official Public Records of Travis County, Texas.

4. **Costs and Attorneys' Fees.** In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.

5. **Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 16th day December, of 2013.

DECLARANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____

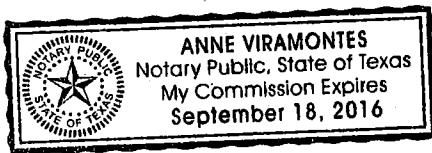
Printed Name: Gregory J. Weaver

Title: Executive Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of December, 2013, by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]



Anne Viramontes
Notary Public Signature

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AGREED TO BY:

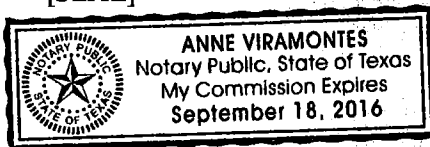
MUELLER MASTER COMMUNITY, INC.,
a Texas non-profit corporation

By: [Signature]
Printed Name: Thomas G. Tucker
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 17th 2013, by
Thomas G. Tucker, President of Mueller Master Community, Inc., a
Texas corporation, on behalf of said corporation.

[SEAL]



[Signature]
Notary Public Signature

THE CITY OF AUSTIN, a Texas home rule
city and municipal corporation

By: Lauraine Rizer
Lauraine Rizer, Officer, Office of Real Estate Services

Date: December 16, 2013

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16 day of December, 2013, by
Lauraine Rizer, Officer, Office of Real Estate Services of the City of Austin, a municipal
corporation, on behalf of said municipal corporation.

[SEAL]



Melissa Torres
Notary Public Signature

Approved as to content:

By: Kevin Johns
Kevin Johns
City of Austin, Economic Development
Department

Approved as to form:

By: Clark Cornwell
Clark Cornwell
Assistant City Attorney



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 19 2013 11:40 AM

FEE: \$ 46.00 2013222621