

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Husch Blackwell LLP
Attn: Nikelle Meade
111 Congress Street, Suite 1400
Austin, TX 78701

(Space Above Line For Recorder's Use)

RESTRICTIVE COVENANT

This RESTRICTIVE COVENANT ("**Restrictive Covenant**") is made _____, 2024 (the "**Effective Date**"), by and between PlaceMkr 15218 Cameron LLC, a Texas limited liability company ("**PlaceMkr**") and Pflugerville Community Development Corporation, a Texas Economic Development Corporation ("**PCDC**").

RECITALS

A. PlaceMkr is the fee simple owner of the real property identified on the attached **Exhibit A** ("**PlaceMkr Property**").

B. PCDC is the fee simple owner of the real property identified on the attached **Exhibit B** ("**PCDC Property**"). The PlaceMkr Property and the PCDC Property are collectively referred to herein as the "**Property**".

C. In consideration of the mutual benefit of the orderly development of the PlaceMkr Property and the PCDC Property and the assurance that the PlaceMkr Property and the PCDC Property will be developed with enhanced aesthetics, design, and compatibility, the sufficiency of which is hereby acknowledged, the parties are entering into this Restrictive Covenant which is intended to ensure that the development of the PlaceMkr Property and the PCDC Property proceeds in a manner that is consistent with the shared vision of the parties for a cohesive and visually appealing environment.

NOW THEREFORE, PlaceMkr and PCDC hereby agree, for the benefit of the Property to set forth the covenants and restrictions in this Restrictive Covenant:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Restrictive Covenant as fully as if set forth verbatim herein.

2. **Design Requirement.** Any industrial buildings on the PlaceMkr Property shall be constructed in accordance with the building design requirements set forth in **Exhibit C** attached hereto and made a part hereof for all purposes (the "**Design Requirements**").

3. **Restrictions to Run with the Land.** The restrictions described in this Restrictive Covenant shall run with the land and be binding upon and inure to the benefit of PlaceMkr and PCDC and their respective successors and assigns as owners of the PlaceMkr Property and/or the PCDC Property and shall continue as a servitude running in perpetuity with the Property. This Restrictive Covenant shall be enforceable by either party to enforce the terms thereof. Each contract, deed or conveyance of any kind conveying all or a portion of the PlaceMkr Property will conclusively be held to have been executed, delivered, and accepted subject to these covenants, conditions and restrictions ,

regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

4. Enforcement. If any person, persons, corporation, or entity of any other character shall violate or attempt to violate this Restrictive Covenant, the PCDC or any subsequent owner of the PCDC Property, its successors and assigns, may proceed at law, or in equity, against said person, or entity violating or attempting to violate such covenant or covenants. The failure at any time to enforce this Restrictive Covenant by any party, its successors and assigns, whether any violations are known or not, shall not constitute a waiver or estoppel of the right to do so at any time.

5. Notices. Any notice required or permitted to be given hereunder shall be in writing, and shall be deemed given (i) when personally delivered; (ii) three (3) business days after deposited with the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested; or (iii) one (1) business day after deposited with a national courier guaranteeing overnight delivery, and in any such case shall be addressed as follows or at such other address and/or to such substitute recipient as may be designated by either of PlaceMkr or PCDC in a written notice given in accordance with the provisions of this

Section 4:

If to PlaceMkr:

PlaceMkr
Attention: Jesse Weber
1643 E 2nd St
Austin, Texas 78702

If to PCDC:

Pflugerville Community Development Corporation
Attention: Terri Toledo
P.O. Box 1160
Pflugerville, TX 78691

6. Amendments. Any amendment to this Restrictive Covenant must be approved by both PlaceMkr and PCDC, shall be in writing and signed by both parties, and shall be recorded in the Official Public Records of Travis County, Texas. Further, any approval by PCDC of an amendment to this Restrictive Covenant must be approved by an affirmative vote of the Board of Directors of the PCDC.

7. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles any party to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which any party may have hereunder by reason of any breach of this Restrictive Covenant.

8. Applicable Law. This Restrictive Covenant shall be construed, applied and enforced in accordance with the internal laws of the State of Texas, without giving effect to any conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, PCDC and PlaceMkr has executed this Restrictive Covenant effective as of the Effective Date.

PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION,
a Texas Economic Development Corporation

By: _____
Jeff Thompson, President of the Board of
Directors of the Pflugerville Community
Development Corporation

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Jeff Thompson, Executive Director of Pflugerville Community Development Corporation, a Texas Economic Development Corporation, on behalf of said corporation.

Notary Public, State of Texas

PLACEMKR 15218 CAMERON LLC,
a Texas limited liability company

By: PLACEMKR LLC,
a Texas limited liability company,
its manager

By: _____
Jesse Weber, Manager

By: _____
Christopher Cortese, Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §

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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Jesse Weber, Manager of PlaceMKR LLC, a Texas limited liability company, Manager of PlaceMKR 15218 Cameron, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §

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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Christopher Cortese, Manager of PlaceMKR LLC, a Texas limited liability company, Manager of PlaceMKR 15218 Cameron, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

EXHIBIT A

LEGAL DESCRIPTION OF THE PLACEMKR PROPERTY

43.230 acres of land, more or less, being all of that 60.677 acre tract of land, out of the WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO, 162, in Travis County, Texas, described in Special Warranty Deed executed by Shelley S. Robinson, a/k/a Shelley S. Collins, and Louis G. Whitehead, a/k/a Louis G. Whitehead, Jr., as Co-Executors of the Estate of Maxine W. Whitehead, a/k/a Maxine Devonne Whitehead, Deceased, Cause No. C-1-PB-12-001773, in Probate Court No. 1, Travis County, Texas; Shelley S. Robinson a/k/a Shelley S. Collins, and Louis G. Whitehead, a/k/a Louis G. Whitehead, Jr., as Co-Trustees of The Whitehead By-Pass Trust, as set out in the Last Will and Testament of Louis G. Whitehead, Deceased, Cause No. 57,524, in Probate Court of Travis County, Texas; Shelley S. Robinson, a/k/a Shelley S. Collins, Individually and Louis G. Whitehead, a/k/a Louis G. Whitehead, Jr., Individually, to 15218 Cameron, LLC, a Texas limited liability company, dated January 23, 2013, recorded in Document No. 2013156498, of the Official Public Records of Travis County, Texas; SAVE AND EXCEPT from said 60.677 acre tract, 16.898 acres of land, or 736,076 square feet out of the WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO, 162, in Travis County, Texas, being all that same property condemned in Cause No. 2496, styled The State of Texas v. Maxine W. Whitehead, Louis G. Whitehead, Jr. and Shelley S. Collins, n/k/a Shelley Susan Robinson, all Individually and all as Trustees of the Whitehead By-Pass Trust, created under the Will of Louis G. Whitehead, Deceased, et al, Condemnation Proceedings in the County Court at Law No. 2, of Travis County, Texas, in an Agreed Judgment filed on August 15, 2011; and further SAVE AND EXCEPT from said 60.677 acre tract, 0.999 of an acre of land out of the WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO, 162, in Travis County, Texas, being the remainder of said 60.677 acre tract, cut off from said tract by the condemnation of the above referenced 16.898 acre tract

EXHIBIT B

LEGAL DESCRIPTION OF THE PCDC PROPERTY

BEING 17.69 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM CALDWELL SURVEY ABSTRACT NO. 162, TRAVIS COUNTY, TEXAS BEING THAT TRACT CONVEYED TO THE STATE OF TEXAS, AND DESCRIBED AS EXHIBIT "A" IN DEED RECORDED IN DOCUMENT NO. 2004188029, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON MAY 25TH, 2023.

EXHIBIT C

DESIGN REQUIREMENTS

9.5.2 Building Materials

The following requirements are added and shall apply to the PlaceMkr Property:

- Primary Masonry:
 - ❖ A minimum of 5% glazing is required on the primary entrance facades.
- Secondary Masonry:

Maximum secondary masonry (concrete panels¹ and stucco) is 85% except adjacent to a Service Court, where 100% is permitted.

9.5.3.H. Overhead Doors

Subsection 2 (Exceptions), Subsection c is added to read: “Overhead doors on any façade adjacent to a Service Court.”

9.5.3.I. Loading Docks

Subsection 2 is amended to read: “Loading docks shall be oriented to the side or rear of buildings and oriented to not front the public right-of-way, a public street, a major drive aisle, or a patron parking lot. If a Service Court orients toward the public right-of-way, there shall be, between the Service Court and the public right-of-way, a berm at least three (3) feet in height and a vegetative buffer consisting of four (4) evergreen trees and fifteen (15) evergreen shrubs per each one-hundred (100) linear feet of the vegetative buffer. Trees shall be planted at a size that provides immediate screening of the Service Court at the time of full Certificate of Occupancy.”

9.5.3.J. Roof Treatment

Subsection 1 is amended to read: “Parapets shall be used to conceal roof-mounted mechanical equipment on all sides at building entrances per line of sight defined as six (6) inches above grade at property line.”

¹ Tilt wall, poured-in-place, or pre-cast concrete panels shall have paint or integrated color and have varied textures or patterns. Tilt-wall, poured-in-place, or pre-cast concrete structures shall incorporate permitted masonry materials on all the exterior walls. Tilt-wall, poured-in-place, or pre-cast concrete structures shall have reveals, punch-outs, or other similar surface characteristics to enhance the façade on at least 25% of each primary façade except a primary façade adjacent to a Service Court.