

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 20181101-055 TO MODIFY THE LAND USE PLAN AND CHANGE CONDITIONS OF ZONING FOR A PORTION OF THE PROPERTY COMMONLY KNOWN AS CAMELBACK PLANNED UNIT DEVELOPMENT LOCATED AT 6505, 6511 1/2, AND 6915 BRIDGE POINT PARKWAY, AND REZONING AND CHANGING THE ZONING MAP FROM PLANNED UNIT DEVELOPMENT(PUD) DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT.

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

PART 1. Camelback Planned Unit Development (“Camelback PUD”) was approved November 1, 2018, under Ordinance No. 20181101-055 (the “Original Ordinance”), and was amended administratively on June 6, 2023 (the “Original Ordinance, as amended”).

PART 2. Camelback PUD is comprised of approximately 144.817 acres of land located at the terminus of Bridge Point Parkway, approximately 550 feet west of Pennybacker Bridge, and north of Lake Austin, as more particularly described by metes and bounds in the Original Ordinance. This ordinance affects a portion of the Camelback PUD as described in Part 3 below.

PART 3. The zoning map established by Section 25-2-191 of the City Code is amended to change the base district from planned unit development (PUD) district to planned unit development (PUD) district for the portion of the Camelback PUD comprised of approximately 143.0486 acres of land described in Zoning Case No. C814-86-023.03 on file at the Planning Department and more particularly described by metes and bounds in **Exhibit “A”**, being locally known as 6505, 6511 ½ and 6915 Bridge Point Parkway and generally identified in the map attached as **Exhibit “B”** (the “Property”).

PART 4. The attached exhibits are incorporated into this ordinance in their entirety as though set forth fully in the text of this ordinance. The exhibits are as follows:

- Exhibit A. Legal Description
- Exhibit B. Zoning Map
- Exhibit C. Land Use Plan
- Exhibit D1. PUD Notes and Exhibits
- Exhibit D2. PUD Notes and Exhibits
- Exhibit E. Compatibility Height and Setbacks
- Exhibit F. Onsite Multi-Modal transportation
- Exhibit G. Environmental Resources
- Exhibit H. Cliff Park Improvements Plan
- Exhibit I. Preserve Park Improvements Plan

Exhibit J. Parkland Improvement Agreement

PART 5. This ordinance and the attached Exhibits “A” through “J” amend the Original Ordinance, as amended, for the Property. The attached exhibits replace the likewise named exhibits to the Original Ordinance, as amended. Property shall conform to the limitations and conditions set forth in this ordinance and the attached exhibits. If this ordinance and the attached exhibits conflict, this ordinance controls. Except as otherwise specifically modified by this ordinance, all other rules, regulations, and ordinances of the City of Austin (“City”) apply to the Property.

PART 6. Definitions

- A. In this ordinance, LANDOWNER means the owner of the Property, or the owner's successors and assigns, or the owner of the Property or that portion of the Property at the time of dedication or transfer to City. Landowner does not include City.
- B. In this ordinance, CART PATH means a path through the Preserve Open Space (P-OS) facilitating access to amenities and to allow for service and maintenance access.
- C. In this ordinance, OFF-SITE SURFACE ACCESS means an external roadway and access point constructed on the adjacent property and reviewed and approved by the Austin Fire Department providing emergency and vehicular access to and from the Dock District (D) by way of an access easement approved by the City.
- D. Unless otherwise specifically defined, all terms in this ordinance shall have the meaning defined in the Original Ordinance, as amended, or, if undefined in the Original Ordinance, as amended, the meaning established Title 25 of Code of the City of Austin, Texas (the "Land Development Code").

PART 7. Part 6 (*Land Use*), Paragraphs A through F of the Original Ordinance, as amended, are amended as follows:

The PUD consists of six districts: Mixed Residential (MR), Office-Mixed Use (O-MU), Commercial (C), Dock (D), Preserve Open Space (P-OS), and Park (P) as generally shown on **Exhibit C** (*Land Use Plan*). The following conditions apply:

- A. The total square footage of all office/commercial development within the Camelback PUD shall not exceed 325,000 square feet gross floor area. ~~The minimum required square footage of office/commercial development is 60,000 square feet gross floor area.~~ The ~~minimum~~ office/commercial development is not required to be constructed prior to issuance of any certificates of occupancy

for residential buildings. The maximum number of hotel guest rooms shall not exceed 80 rooms. If the Champion Tract Restrictions are not recorded within 30 days of the effective date of this ordinance, the total square footage of all office/commercial development within the Camelback PUD shall not exceed 175,000 square feet.

B. The maximum number of residential dwelling units within the Camelback PUD shall not exceed ~~[200]~~ 289 units. Single family residential dwelling units may not exceed a height of 35 feet. The maximum number of residential dwelling units may increase up to ~~[200]~~ 289 from 64 only if commercial development is correspondingly reduced with a minimum reduction of 1,000 square feet of commercial use for each residential unit above 64. Hotel guest rooms shall count against the total number of residential units.

C. The maximum square footage of the clubhouse and dock sanitary facility within the Dock (D) district shall not exceed 5,000 square feet of impervious cover and the enclosed portions of the clubhouse shall not exceed a gross floor area of 3,500 square feet and no more than 2,000 square feet for areas other than kitchen, bathroom, mechanical, storage, hallways, and other non-common assembly areas. However, if the Cart Path and Off-site Surface Access is provided in lieu of the Mechanized Access, the gross floor area of the clubhouse may be increased to a maximum of 5,000 square feet to accommodate storage and utilities while maintaining the same restrictions on impervious cover and the 2,000 square foot limitation for areas other than non-common assembly areas. The clubhouse shall be limited to ~~[a single story and shall provide]~~ indoor seating for less than 50 persons. The foregoing seating limitation shall not be considered an occupancy limit for the purposes of complying with the International Building Code. The clubhouse with private kitchen and decks and related appurtenances shall be subject to these size limitations; provided that, however, with the exception of those portions touching the ground, Mechanized Access and any safe refuge required in connection with Part 11.F.2 below shall not count against impervious cover limitation in this subsection in the Dock (D) district.

D. The maximum length of the cluster dock with boat slips shall not exceed 20 percent of the uninundated shoreline of the Preserve Open Space (P-OS), Dock (D), and Park (P) districts within the Camelback PUD. The maximum width of the cluster dock shall be 30 feet. The maximum height of the cluster dock shall be 30 feet. The cluster dock shall be limited to use by owners and occupants of residential dwelling units and their guests. Commercial uses of the dock and fuel sales are prohibited. All motorboats shall be moored or stored within the dock footprint. No other docks are allowed within the Camelback PUD. No sink or

shower facilities are allowed on the dock. Fuel storage is not permitted within the Dock district. No certificate of occupancy for the cluster dock shall be issued unless and until construction of the Mechanized Access or Off-site Surface Access is completed. Completion of the cluster dock shall not be the basis for a hardship variance for shoreline access other than the Mechanized Access.

E. ~~[If a hotel is located on the Property, guests of the hotel shall not be provided with access to the Mechanized Access, clubhouse, or cluster dock located in the Dock (D) district.]~~ The Mechanized Access, Off-site Surface Access, Cart path, clubhouse, and cluster dock are exclusively for the use of owners of the residential units located on the Property, club owners, and their families and guests, and hotel guests.

F. Either Off-site Surface Access and the Cart Path or a [A]single Mechanized Access shall provide access for residents to the cluster dock in the Dock district from the Mixed Residential (MR) district and through the Preserve Open Space (P-OS) district. If Off-site Surface Access and the Cart Path to the Property is constructed, the Mechanized Access is prohibited.

1. The following restrictions apply only to the Mechanized Access:

- a. the Mechanized Access shall be located no closer than 2500 feet from the Pennybacker Bridge;
- b. the Mechanized Access shall not be attached to the vertical face of the cliff;
- c. supports for the Mechanized Access shall be located no closer than 50 feet above the B-1 bluff line as shown on **Exhibit G**;
- d. the Mechanized Access shall have two redundant cabins with back-up power systems, shall be accessible by disabled persons, and shall have room for an ambulance gurney;
- e. the total width of the tracks and stair structure of the Mechanized Access shall not exceed 25 feet, inclusive of the two cabin tracks, stairs and appurtenances;
- f. the Mechanized Access shall be elevated to allow vegetative growth under the structure;
- g. the stairs incorporated in the Mechanized Access shall provide

operational support access and emergency access; and

- h. utility lines and appurtenances serving the Dock (D) district shall be affixed to the Mechanized Access structure.

2. The following restrictions apply only to the Cart Path:

- a. the Cart Path shall be a minimum of 15 feet in width to accommodate two-way access.
- b. the materials used to construct the Cart Path may include asphalt, concrete, permeable concrete, unit pavers, and/or gravel with stabilized geocell.
- c. the Cart Path shall comply with the cut and fill requirements in **Exhibit D-2** and Part 11.F.13.
- d. the maximum grade of the Cart Path shall be limited to 25 percent; and
- e. the Cart Path is not a drive access and will not be designed to accommodate emergency vehicles.

3. The following restrictions apply only to the Off-site Surface Access:

- a. the Off-site Surface Access must be established on the adjacent property either as a public right of way, public access easement, or emergency access easement granted for the benefit of the Camelback PUD.
- b. shall be designed to accommodate the loads and turning radii for fire apparatus.
- c. shall have a gradient traversable by the fire apparatus; and
- d. include a surface material acceptable to the Austin Fire Department allowing for the ingress and egress of emergency service vehicles and fire apparatus.

PART 8. Part 7 (*Open Space and Parkland*), Paragraph A of the Original Ordinance, as amended, is amended as follows:

- A. In addition to the parkland provided below, the Camelback PUD shall include at least 60.46 acres of open space, as shown in the Preserve Open Space district on **Exhibit C**, which satisfies open space requirements for a subdivision or site plan submitted within the Camelback PUD.

Allowable uses within the designated open space are restricted to nature trails, necessary utility easements that cannot reasonably be located elsewhere, the Mechanized Access crossing described above, Cart Path, and utility crossings for the Dock (D) district in the same general alignment as the Mechanized Access or the Cart Path. Fuel storage is prohibited within the Preserve Open Space district.

PART 9. Part 8 (*Environmental*), Paragraph D, Subsection 6, and Paragraph H, of the Original Ordinance, as amended, is amended as follows:

D. Docks

6. Construction of the dock and clubhouse shall occur from Lake Austin via barge and/or by access through adjacent property located outside the Property.

~~[H. The Camelback PUD shall require a 15-foot wide vegetative setback along Lot 3, Block A, of the Sanctuary at Coldwater subdivision, as recorded in Document No. 199900216 of the Travis County Public Records.]~~

PART 10. Part 11 (*Code Modifications*), Subsections B.13, F.1., F.2., and F.3. of the Original Ordinance, as amended, are amended as follows:

B. Zoning.

13. Section 25-2-1063(C) (*Compatibility Standards, Height Limitations and Setbacks for Large Sites*) is modified along the northern property line, as shown in **Exhibit E**, due to the topography sloping away from the existing single-family residences located to the north. ~~[This section is further modified along the Lot 3, Block A of the Sanctuary at Coldwater Subdivision, as recorded in Document No. 199900216 of the Travis County Public Records, of the Dock district to require a vegetated setback that is a minimum of 15 feet in width.]~~ It is also modified so that it shall not apply to utility access roads and any means of access to the cluster dock, shoreline, or any civic uses in the Dock district.

F. Environmental.

1. Section 25-7-92(C) (*Encroachment on Floodplain Prohibited*) is modified so that the director of the Watershed Protection Department shall grant a variance to Subsections (A) or (B) if the director determines that:
 - a. the finished floor elevation of a proposed building is at least two feet above the 100-year floodplain;
 - b. normal access to a proposed building is by direct connection via the Mechanized Access or Off-site Surface Access with an area above the regulatory flood datum, as prescribed by Chapter 25-12, Article 1 (*Building Code*);
 - c. a proposed building complies with the requirements in Chapter 25-12, Article 1, Section 25-12-3 Appendix G (*Flood Resistant Construction*) and Section 1612 (*Flood Loads*);
 - d. the development compensates for the floodplain volume displaced by the development;
 - e. the development improves the drainage system by exceeding the requirements of Section 25-7-61 (*Criteria for Approval of Development Applications*), as demonstrated by a report provided by the applicant and certified by an engineer registered in Texas;
 - f. the variance is required by unique site conditions; and
 - g. development permitted by the variance does not result in additional adverse flooding impact on other property.
2. Section 25-7-92 (*Encroachment on Floodplain Prohibited*) is modified so that the applicant shall prepare and submit a Flood Emergency Evacuation and Education Plan in addition to satisfying the conditions of Subsection (C) and in conjunction with a site plan submittal of a proposed building that encroaches into the 25-year or 100-year floodplain. The plan must be approved by the Director of the Watershed Protection Department as part of the review of the development in accordance with Subsection (C).
3. Section 25-8-211 (*Water Quality Control Requirements*) is modified to allow the water quality control requirements in the Dock district and Preserve Open Space district to be satisfied by providing an equivalent level of water quality capture volume in another district. The equivalent capture volume must be in addition to the water quality capture volume

COA Law Department

EXHIBIT A:

Legal Description

EXHIBIT “ ”

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 143.0486 ACRES (6,231,196 SQUARE FEET) OUT OF THE I & GN RR CO SURVEY NO. 56, ABSTRACT NO. 2110, THE JAMES JETT SURVEY NO. 1, ABSTRACT NO. 437, THE JAMES SPILLMAN SURVEY NO. 2, ABSTRACT NO. 739, AND THE A.C. CHAMPION SURVEY NO. 118, ABSTRACT NO. 2603, ALL IN TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 144.817 ACRE TRACT CONVEYED TO LOOP 360 LAND, LP, IN DOCUMENT NO. 2017038499 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAVE AND EXCEPT A CALLED 1.7624 ACRE TRACT CONVEYED TO G-MOUNTAIN, LTD., IN DOCUMENT NO. 2023122794 (O.P.R.T.C.T.), SAID 143.0486 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 3/4-inch iron rod found in the east line of Coldwater Canyon Drive (Private - 80' width), and being the south corner of Lot 17, Block A of Coldwater Section 4, Phase C, recorded in Volume 102, Pages 307-309 (P.R.T.C.T.), and being an angle point in the west line of said Loop 360 Land tract, for an angle point in the west line and the **POINT OF BEGINNING** hereof;

THENCE, leaving the east line of said Coldwater Canyon Drive, with the common line of said Lot 17 and said Loop 360 Land tract, **N25°17'01"E**, a distance of **700.75** feet to a 1/2-inch iron rod with "PBSJ" cap found for an angle point hereof, said point being in east line of said Coldwater Canyon Drive, and being the common north corner of said Lot 17 and said Loop 360 Land tract;

THENCE, with the east line of said Coldwater Canyon Drive and the west line of said Loop 360 Land tract, the following two (2) courses and distances:

- 1) **N61°36'45"E**, a distance of **69.35** feet to a 1/2-inch iron rod found for a non-tangent point of curvature hereof, and
- 2) along the arc of a curve to the right, whose radius is **20.00** feet, whose arc length is **30.02** feet and whose chord bears **S74°27'21"E**, a distance of **27.28** feet to a 1/2-inch iron rod with "PBS&J" cap found for an angle point hereof, said point being at the southeast terminus of Bridge Point Parkway (80' right-of-way), and being at the northeast terminus of said Coldwater Canyon Drive;

THENCE, with the east right-of-way line of said Bridge Point Parkway and the west line of said Loop 360 Land tract, the following two (2) courses and distances:

- 1) **N58°08'56"E**, a distance of **79.86** feet to a 1/2-inch iron rod found for a non-tangent point of curvature hereof, and
- 2) along the arc of a curve to the right, whose radius is **860.65** feet, whose arc length is **111.08** feet and whose chord bears **N28°12'19"W**, a distance of **111.01** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the southeast corner of a called 1.7624 acre tract conveyed to G-Mountain, Ltd., in Document No. 2023122794 (O.P.R.T.C.T.), from which a 1/2-inch iron rod found at the south corner of Lot 3 of Coldwater P.U.D. Section 1, recorded in Volume 87, Page 33A-33C (P.R.T.C.T.), and being a corner in the wet line of said Loop 360 Land tract bears along the arc of a curve to the right, whose radius is 860.65 feet, whose arc length is 26.31 feet and whose chord bears **N27°37'55"W**, a distance of 26.31 feet;

THENCE, leaving the east right-of-way line of said Bridge Point Parkway and the west line of said Loop 360 Land tract, over and across said Loop 360 Land tract, with the east line of said G-Mountain tract, the following two (2) courses and distances:

- 1) **N26°37'44"E**, a distance of **99.80** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 2) **N40°16'57"E**, a distance of **725.87** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the northeast corner hereof, said point being at the common south corner of Lots 5 and 6 of Coldwater Section 1 Phase B, recorded in Document No. 200000047 (O.P.R.T.C.T.), and being in the north line of said Loop 360 Land tract;

THENCE, with the northeast line of said Loop 360 Land tract, in part with the southwest line of Lot 5 of said Coldwater Section 1 Phase B, in part with the southwest line of Lot 1 of Coldwater P.U.D. Section 1, Phase A, recorded in Volume 88, Pages 242-243 (P.R.T.C.T.), and in part with the southwest line of Lot 1 of Coldwater P.U.D. Section III, Phase A, recorded in Volume 88, Pages 108-110 (P.R.T.C.T.), the following two (2) courses and distances:

- 1) **S62°23'39"E**, a distance of **1,027.79** feet to a 1/2-inch iron pipe found for an angle point hereof, and
- 2) **S62°21'02"E**, a distance of **178.19** feet to a 1-inch iron pipe found for an angle point hereof, said point being at the west corner of Lot 20, Block A, Shepard Mountain Phase Two, recorded in Volume 86, Pages 155D-156C (P.R.T.C.T.), and being the south corner of Lot 1 of said Coldwater P.U.D. Section III, Phase A;

THENCE, with the common line of Block A, Shepard Mountain Phase Two and said Loop 360 Land tract, the following three (3) courses and distances:

- 1) **S61°33'14"E**, a distance of **313.18** feet to a 1/2-inch iron rod with "Chaparral" cap found for an angle point hereof,
- 2) **S62°57'31"E**, a distance of **481.46** feet to a 1/2-inch iron pipe found for an angle point hereof, and
- 3) **S62°20'22"E**, a distance of **523.27** feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the north corner of Lot 3 of Hidden Valley Phase B, recorded in Volume 85, Pages 44D-45A (P.R.T.C.T.), and being an angle point in the southwest line of Lot 5, Block A of said Shepard Mountain Phase Two;

THENCE, with the common line of Lot 3 of Hidden Valley Phase B and said Loop 360 Land tract, the following six (6) courses and distances:

- 1) **S27°29'46"W**, a distance of **126.60** feet to a calculated point (that falls inside a fence corner) for an angle point hereof,
- 2) **S06°02'48"E**, a distance of **129.79** feet to a 1/2-inch iron rod with "Chaparral" cap found for an angle point hereof,
- 3) **S54°44'00"W**, a distance of **185.01** feet to a 1/2-inch iron rod found for an angle point hereof,
- 4) **S15°19'01"E**, a distance of **150.00** feet to a 1/2-inch iron rod found for an angle point hereof,
- 5) **S72°12'50"W**, a distance of **205.12** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 6) **S31°10'57"W**, a distance of **146.03** feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the northwest terminus of Bridge Point Parkway (right-of-way varies), and being the common south corner of Lots 2 and 3 of said Hidden Valley Phase B;

THENCE, with the common line of the western terminus of said Bridge Point Parkway and said Loop 360 Land tract, the following two (2) courses and distances:

- 1) **S65°46'38"W**, a distance of **43.59** feet to a cotton spindle found for an angle point hereof, and
- 2) **N67°55'37"W**, a distance of **60.36** feet to a 1/2-inch iron rod found for a point on line hereof, said point being at the southwest terminus of said Bridge Point Parkway, and being the northwest corner of Lot 4 of said Hidden Valley Phase B

THENCE, leaving the south right-of-way line of said Bridge Point Parkway, with the common line of Lot 4 of said Hidden Valley Phase B and said Loop 360 Land tract, the following six (6) courses and distances:

- 1) **N67°55'37"W**, a distance of **40.08** feet to a 1/2-inch iron rod found for an angle point hereof,
- 2) **N45°16'41"W**, a distance of **205.11** feet to a PK nail found in rock for an angle point hereof,
- 3) **S45°15'25"W**, a distance of **125.02** feet to a 1/2-inch iron rod found for an angle point hereof,
- 4) **S43°46'23"E**, a distance of **74.99** feet to a 1/2-inch iron rod found for an angle point hereof,
- 5) **S33°02'16"E**, a distance of **410.75** feet to a 1/2-inch iron rod found for an angle point hereof, and
- 6) **N63°49'29"E**, a distance of **170.93** feet to an iron rod with aluminum "Cunningham-Graves" cap found for a non-tangent point of curvature hereof, said point being in the curving south right-of-way line of said Bridge Point Parkway, and being the northeast corner of Lot 4 of said Hidden Valley Phase B;

THENCE, with the south right-of-way line of said Bridge Point Parkway and the north line of said Loop 360 Land tract, along the arc of a curve to the left, whose radius is **474.68** feet, whose arc length is **183.98** feet and whose chord bears **S45°53'47"E**, a distance of **182.83** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the northwest corner of Lot 5 of said Hidden Valley Phase B;

THENCE, leaving the south right-of-way line of said Bridge Point Parkway, with the common line of Lot 5 of said Hidden Valley Phase B and said Loop 360 Land tract, the following five (5) courses and distances:

- 1) **S43°11'45"W**, a distance of **93.85** feet to a 1/2-inch iron rod found for an angle point hereof,
- 2) **S52°07'05"E**, a distance of **360.07** feet to a 1/2-inch iron rod found for an angle point hereof,
- 3) **S78°47'40"E**, a distance of **622.48** feet to a cotton spindle found for an angle point hereof,
- 4) **N64°17'30"E**, a distance of **51.96** feet to a mag nail with "Chaparral" washer found for a non-tangent point of curvature hereof, and
- 5) along the arc of a curve to the right, whose radius is **270.00** feet, whose arc length is **172.27** feet and whose chord bears **N07°24'35"W**, a distance of **169.37** feet to a 1/2-inch iron rod found for a non-tangent point of compound curvature hereof, said point being in the curving south right-of-way line of said Bridge Point Parkway, and being the northeast corner of Lot 5 of said Hidden Valley Phase B;

THENCE, with the south right-of-way line of said Bridge Point Parkway and the north line of said Loop 360 Land tract, the following two (2) courses and distances:

- 1) along the arc of a curve to the right, whose radius is **435.00** feet, whose arc length is **247.74** feet and whose chord bears **S70°34'30"E**, a distance of **244.40** feet to a 1/2-inch iron rod found for an angle point hereof, and
- 2) **S53°37'33"E**, a distance of **99.81** feet to a 1/2-inch iron rod found in the south right-of-way line of said Bridge Point Parkway, and being the northwest corner of Lot 3 of Hidden Valley Phase A, a subdivision recorded in Volume 84, Pages 117D-118A (P.R.T.C.T.), and being a northeast corner of said Loop 360 Land tract, from which a 1/2-inch iron rod with "CA Allen" cap found at a point of curvature in the south right-of-way line of said Bridge Point Parkway and the north line of said Lot 3 bears, **S53°37'33"E**, a distance of 19.16 feet;

THENCE, leaving the south right-of-way line of said Bridge Point Parkway, with the common line of said Lot 3 of said Hidden Valley Phase A and said Loop 360 Land tract, the following five (5) courses and distances:

- 1) **S26°24'23"W**, a distance of **100.71** feet to a 1/2-inch iron rod found for an angle point hereof,
- 2) **S48°36'53"E**, a distance of **368.04** feet to a 1/2-inch iron rod found for an angle point hereof,
- 3) **S59°28'56"E**, a distance of **239.82** feet to a 1/2-inch iron rod found for an angle point hereof,
- 4) **S16°38'18"E**, a distance of **81.64** feet to a 1/2-inch iron rod found for an angle point hereof, and

- 5) **S27°52'03"W**, a distance of **239.97** feet to a calculated point (inundated) for the southeast corner hereof, said point being on the “approximate old bank of the Colorado River” as described in a previous deed in Volume 8389, Page 832 of the Deed Records of Travis County, Texas (D.R.T.C.T.), and being the common south corner of said Lot 3 of said Hidden Valley Phase A and said Loop 360 Land tract;

THENCE, with the meanders of the “approximate old bank of the Colorado River” and the south line of said Loop 360 Land tract, the following six (6) courses and distances:

- 1) **N62°07'57"W**, a distance of **414.12** feet to a calculated point (inundated) for an angle point hereof,
- 2) **N70°33'57"W**, a distance of **551.47** feet to a calculated point (inundated) for an angle point hereof,
- 3) **N77°13'57"W**, a distance of **399.32** feet to a calculated point (inundated) for an angle point hereof,
- 4) **N81°23'57"W**, a distance of **481.39** feet to a calculated point (inundated) for an angle point hereof,
- 5) **S87°22'03"W**, a distance of **504.91** feet to a calculated point (inundated) for an angle point hereof, and
- 6) **S61°13'03"W**, a distance of **739.66** feet to a calculated point (inundated) for an angle point hereof, said point being at the southwest corner of said Loop 360 Land tract;

THENCE, leaving the “approximate old bank of the Colorado River,” with the west line of said Loop 360 Land tract, and in part with the east line of Block “A”, Sanctuary at Coldwater, recorded in Document No. 199900216 (O.P.R.T.C.T.), the following eighteen (18) courses and distances:

- 1) **N27°26'16"E**, a distance of **131.63** feet to a calculated point (inundated) for an angle point hereof,
- 2) **N50°58'22"E**, a distance of **86.40** feet to a calculated point (inundated) for an angle point hereof,
- 3) **N62°32'35"E**, a distance of **187.18** feet to a calculated point (inundated) for an angle point hereof,
- 4) **N28°39'22"W**, a distance of **171.83** feet to a 1/2-inch iron rod found for an angle point hereof,
- 5) **N27°49'21"E**, a distance of **70.58** feet to a 1/2-inch iron rod found for an angle point hereof,
- 6) **S69°09'36"W**, a distance of **286.51** feet to a 1/2-inch iron rod found for an angle point hereof,
- 7) **S49°17'32"W**, a distance of **215.01** feet to a 3/8-inch iron rod found for a non-tangent point of curvature hereof,
- 8) along the arc of a curve to the left, whose radius is **60.00** feet, whose arc length is **62.80** feet and whose chord bears **S79°18'00"W**, a distance of **59.97** feet to a 60D nail found for an angle point hereof,
- 9) **S49°20'33"W**, a distance of **206.32** feet to a 1/2-inch iron rod found for a non-tangent point of curvature hereof,
- 10) along the arc of a curve to the right, whose radius is **170.00** feet, whose arc length is **97.92** feet and whose chord bears **S65°46'39"W**, a distance of **96.57** feet to a 1/2-inch iron rod found for an angle point hereof,
- 11) **S82°15'06"W**, a distance of **117.80** feet to a 1/2-inch iron rod found for a non-tangent point of curvature hereof,
- 12) along the arc of a curve to the left, whose radius is **566.61** feet, whose arc length is **86.70** feet and whose chord bears **S77°34'02"W**, a distance of **86.62** feet to a cotton spindle found for an angle point hereof,
- 13) **N25°15'49"W**, passing at a distance of **131.16** feet, a 1/2-inch iron rod found, and continuing for a total distance of **140.20** feet to a broken nail in rock for an angle point hereof, said point being at the common east corner of Lots 2 and 3 of said Block “A”, Sanctuary at Coldwater,
- 14) **N61°38'04"E**, passing at a distance of **135.03** feet, a PK nail found, and continuing for a total distance of **265.02** feet to a 1/2-inch iron rod found for an angle point hereof,
- 15) **N67°42'12"E**, a distance of **139.11** feet to a 1/2-inch iron rod found for an angle point hereof,
- 16) **N25°23'13"E**, a distance of **249.86** feet to a 1/2-inch iron rod found for an angle point hereof,

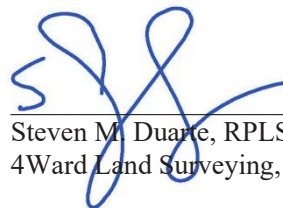
- 17) **N66°55'28"E**, a distance of **24.15** feet to a 1/2-inch iron rod found for an angle point hereof, and
- 18) **N51°48'02"W**, a distance of **627.09** feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southeast corner of Lot 1, Block "A" of Coldwater Section 2, Phase C, recorded in Document No. 199900214 (O.P.R.T.C.T.), and being the northeast corner of Lot 2 of said Block "A", Sanctuary at Coldwater;

THENCE, with the common line of Lot 1, Block "A" of said Coldwater Section 2, Phase C, and said Loop 360 Land tract, the following two (2) courses and distances:

- 1) **N03°12'11"W**, a distance of **402.80** feet to a 1/2-inch iron rod found for an angle point hereof, and
- 2) **N62°36'34"W**, a distance of **849.84** feet to the **POINT OF BEGINNING** and containing 143.0486 Acres (6,231,196 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000096786357. See attached sketch (reference drawing: 01058_ALTA-rev2.dwg).


12/24/2024
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



**BRIDGE POINT
PARKWAY
(80' R.O.W.)**

**[A]
COLDWATER
CANYON DRIVE
(PRIVATE)
(80' R.O.W.)**

[A]

SHEET 3

SHEET 2

SHEET 4

SHEET 7

**LAKE AUSTIN
(COLORADO RIVER)**

SHEET 5

**BRIDGE POINT
PARKWAY
(R.O.W. VARIES)**

SHEET 6



GRAPHIC SCALE: 1" = 600'

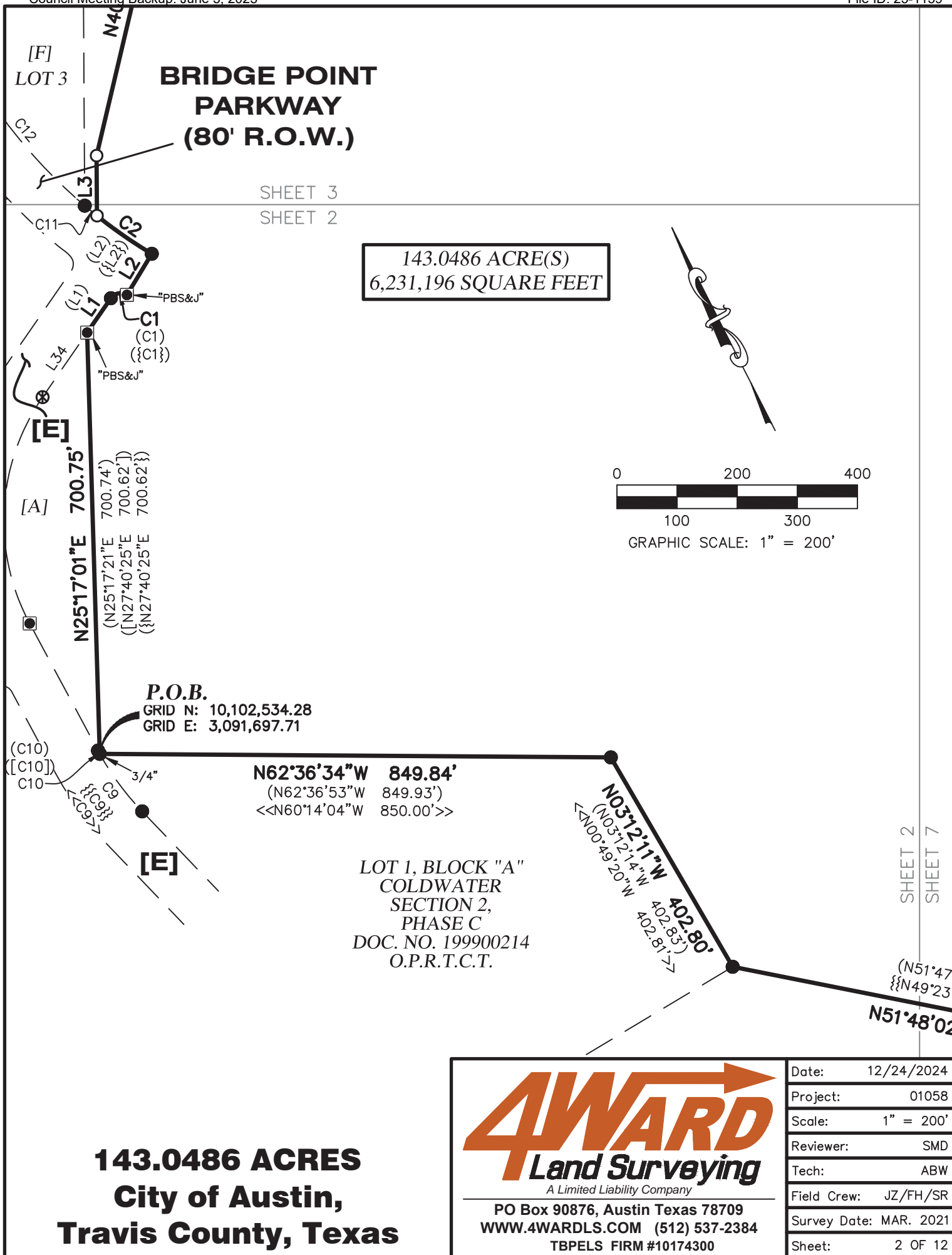
**143.0486 ACRES
City of Austin,
Travis County, Texas**

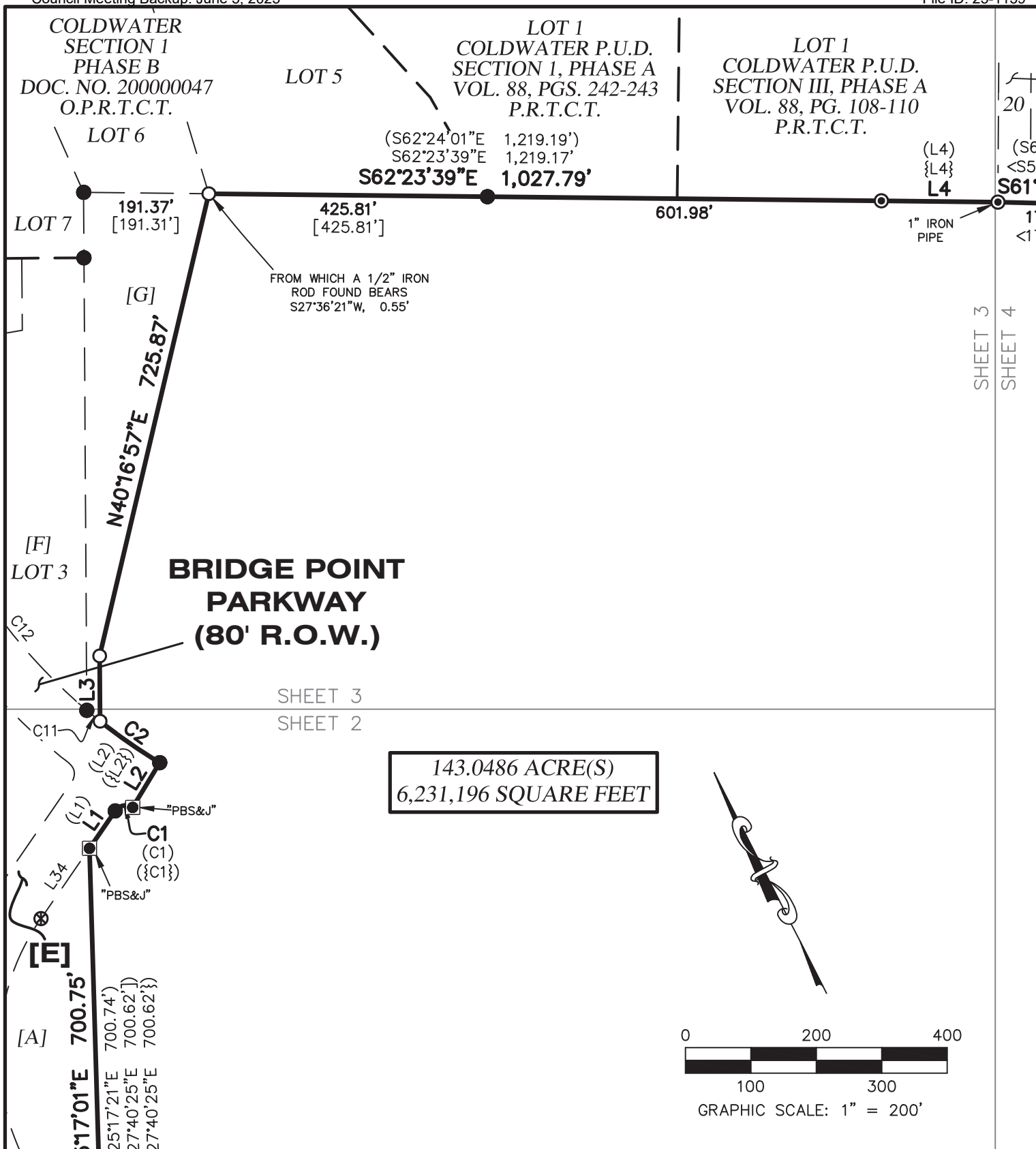


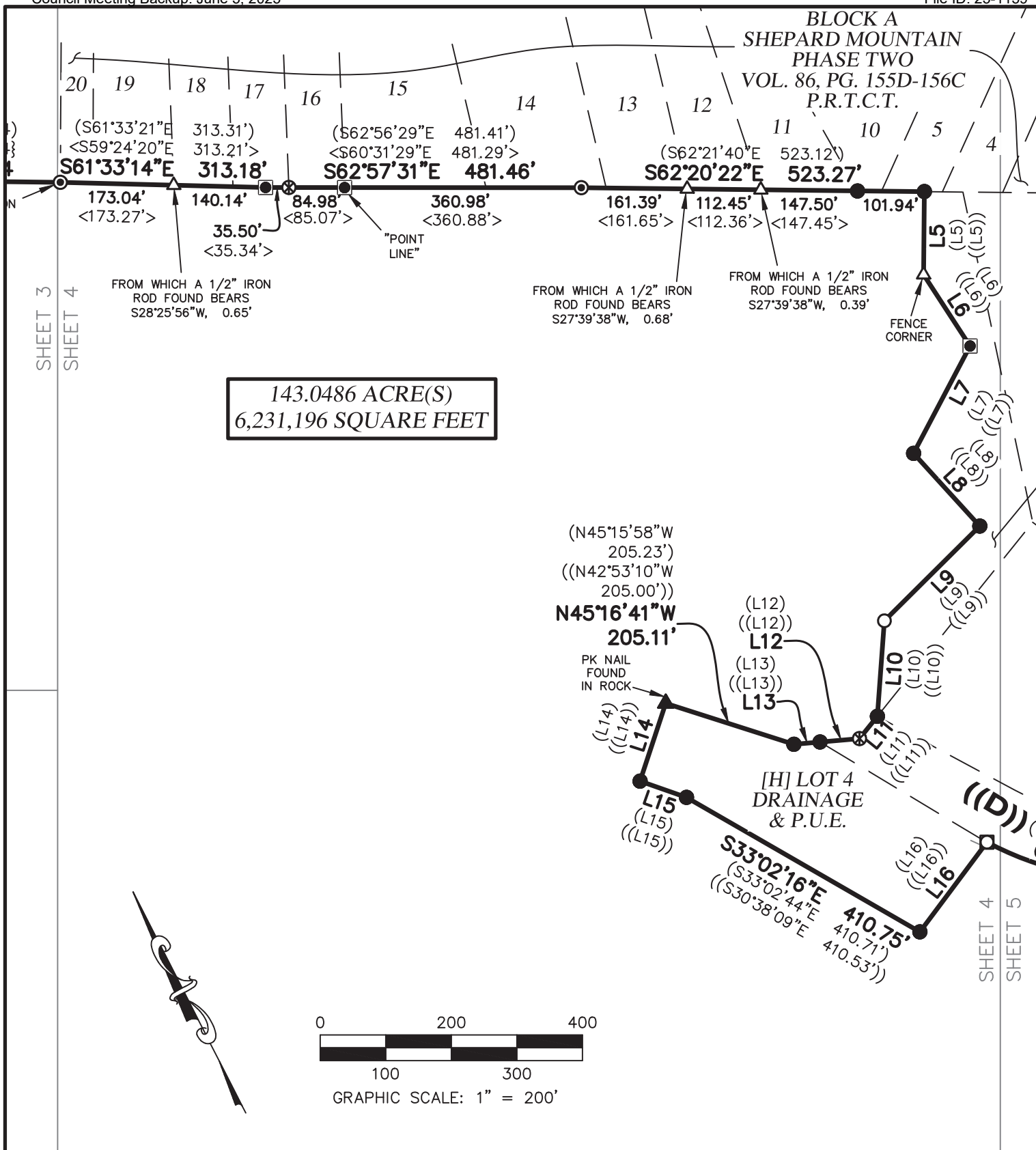
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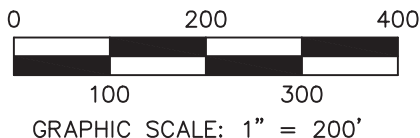
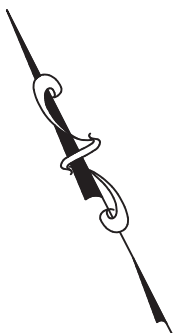
Date:	12/24/2024
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143.0486 ACRE(S)
6,231,196 SQUARE FEET

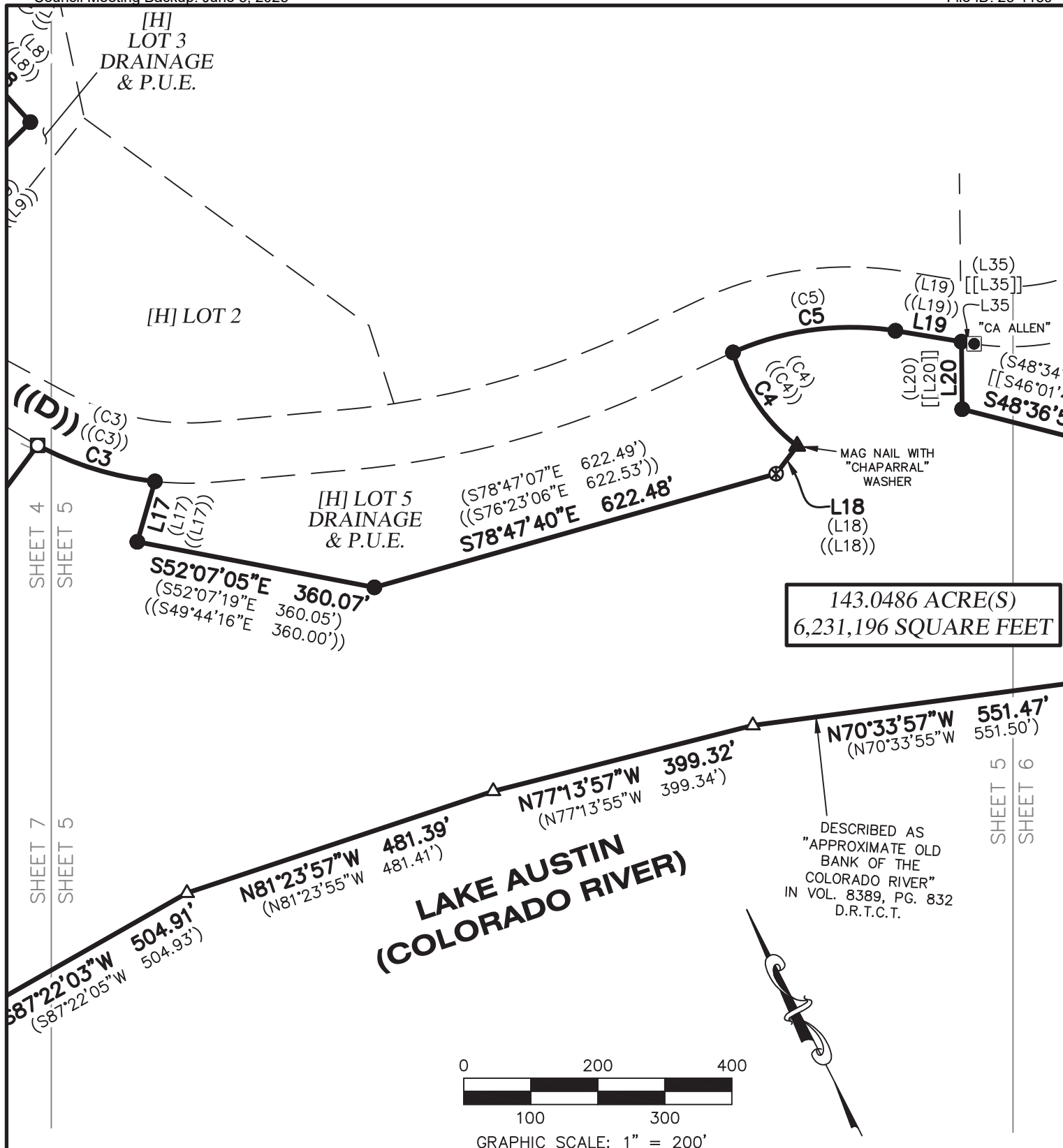


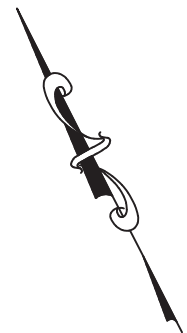
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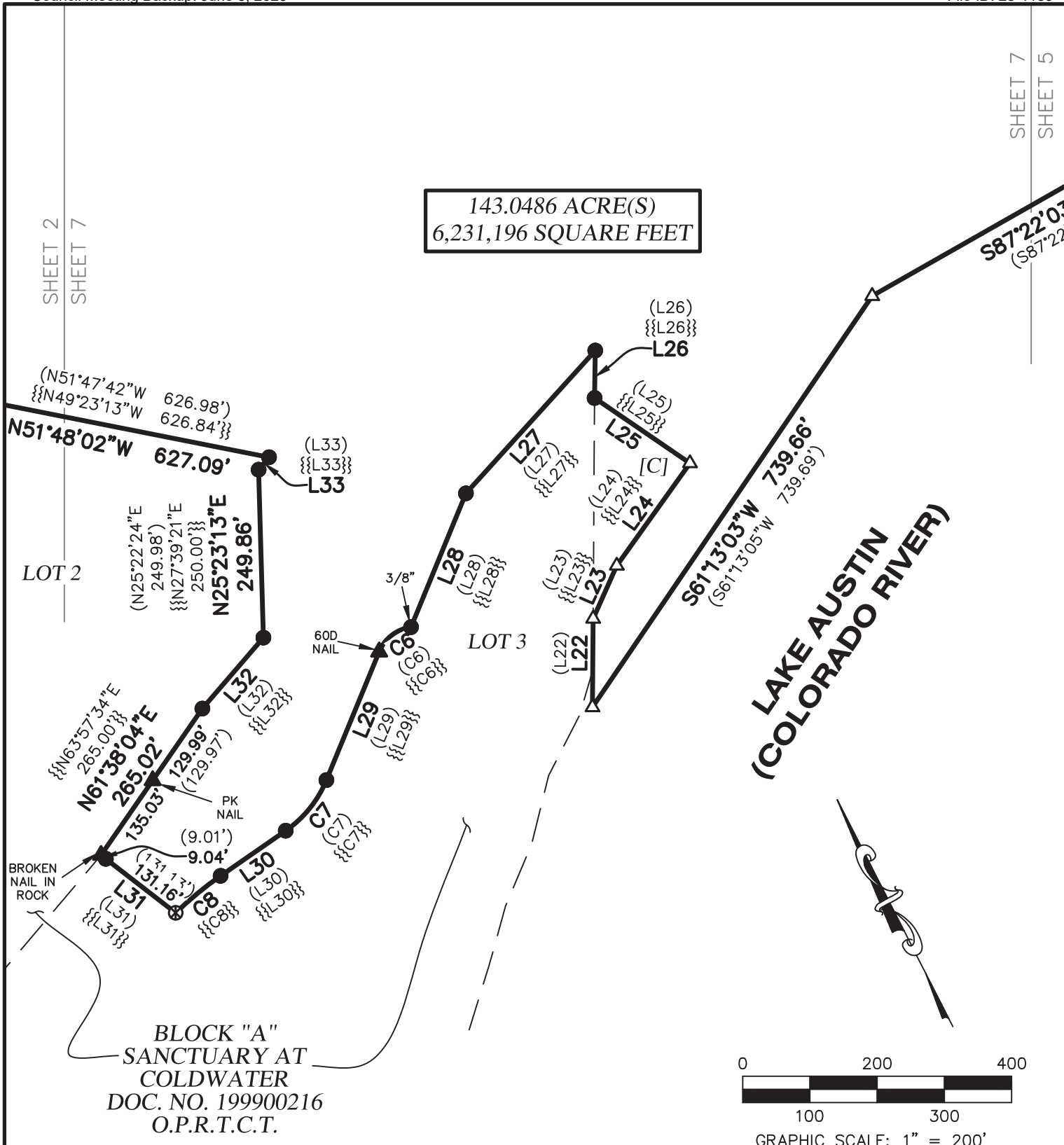
Date:	12/24/2024
Project:	01058
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Date:	12/24/2024
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Scale:	1" = 200'
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143.0486 ACRES
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Travis County, Texas



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Reviewer:	SMD
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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N61°36'45"E	69.35'
L2	N58°08'56"E	79.86'
L3	N26°37'44"E	99.80'
L4	S62°21'02"E	178.19'
L5	S27°29'46"W	126.60'
L6	S06°02'48"E	129.79'
L7	S54°44'00"W	185.01'
L8	S15°19'01"E	150.00'
L9	S72°12'50"W	205.12'
L10	S31°10'57"W	146.03'
L11	S65°46'38"W	43.59'
L12	N67°55'37"W	60.36'
L13	N67°55'37"W	40.08'
L14	S45°15'25"W	125.02'
L15	S43°46'23"E	74.99'
L16	N63°49'29"E	170.93'
L17	S43°11'45"W	93.85'
L18	N64°17'30"E	51.96'
L19	S53°37'33"E	99.81'
L20	S26°24'23"W	100.71'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	S16°38'18"E	81.64'
L22	N27°26'16"E	131.63'
L23	N50°58'22"E	86.40'
L24	N62°32'35"E	187.18'
L25	N28°39'22"W	171.83'
L26	N27°49'21"E	70.58'
L27	S69°09'36"W	286.51'
L28	S49°17'32"W	215.01'
L29	S49°20'33"W	206.32'
L30	S82°15'06"W	117.80'
L31	N25°15'49"W	140.20'
L32	N67°42'12"E	139.11'
L33	N66°55'28"E	24.15'
L34	N61°36'45"E	130.53'
L35	S53°37'33"E	19.16'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(L1)	N61°34'22"E	69.38'
(L2)	N58°07'52"E	80.01'
({L2})	N60°33'01"E	80.00'
(L4)	S62°22'41"E	178.24'
{L4}	S60°02'48"E	178.13'
(L5)	S27°42'21"W	126.91'
((L5))	S30°06'04"W	126.91'
(L6)	S06°17'29"E	130.00'
((L6))	S03°53'56"E	130.00'
(L7)	S54°43'03"W	185.02'
((L7))	S57°06'04"W	185.00'
(L8)	S15°17'26"E	150.05'
((L8))	S12°53'58"E	150.00'
(L9)	S72°13'10"W	204.99'
((L9))	S74°36'04"W	205.00'
(L10)	S31°11'17"W	145.94'
((L10))	S33°35'14"W	146.00'
(L11)	S65°42'07"W	43.79'
((L11))	S68°06'04"W	43.72'
(L12)	N67°55'22"W	60.32'
((L12))	N65°28'27"W	60.43'
(L13)	N67°55'22"W	40.08'
((L13))	N65°28'27"W	40.00'

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RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(L14)	S45°13'53"W	125.07'
((L14))	S47°38'50"W	125.00'
(L15)	S43°45'50"E	75.00'
((L15))	S41°23'10"E	75.00'
(L16)	N63°50'51"E	170.90'
((L16))	N66°14'11"E	170.99'
(L17)	S43°12'45"W	93.87'
((L17))	S45°37'47"W	93.84'
(L18)	N64°14'01"E	51.97'
((L18))	N68°20'32"E	51.87'
(L19)	S53°40'35"E	99.80'
((L19))	S51°20'08"E	99.78'
(L20)	S26°21'27"W	100.75'
[[L20]]	S28°39'52"W	100.88'
(L21)	S16°39'09"E	81.58'
[[L21]]	S14°25'38"E	81.47'
(L22)	N27°26'18"E	131.64'
(L23)	N50°58'24"E	86.40'
{{L23}}	N53°17'03"E	87.66'
(L24)	N62°32'37"E	187.19'
{{L24}}	N64°51'16"E	187.19'
(L25)	N28°39'20"W	171.84'
{{L25}}	N26°28'40"W	170.99'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(L26)	N27°55'01"E	72.35'
{{L26}}	N29°50'32"E	73.15'
(L27)	S68°55'26"W	287.86'
{{L27}}	S71°14'05"W	287.89'
(L28)	S49°18'30"W	214.99'
{{L28}}	S51°39'26"W	215.00'
(L29)	S49°18'55"W	206.27'
{{L29}}	S51°39'26"W	206.42'
(L30)	S82°14'50"W	117.81'
{{L30}}	S84°39'26"W	117.85'
(L31)	N25°15'35"W	140.14'
{{L31}}	N22°53'52"W	140.14'
(L32)	N67°52'05"E	139.20'
{{L32}}	N70°04'59"E	140.00'
(L33)	N67°07'23"E	24.04'
{{L33}}	N71°14'05"E	23.24'
(L34)	N64°07'53"E	130.45'
(L35)	S53°40'35"E	19.13'
[[L35]]	S51°20'08"E	18.13'

143.0486 ACRES
City of Austin,
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TBPELS FIRM #10174300

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	20.00'	30.02'	86°00'37"	S74°27'21"E	27.28'
C2	860.65'	111.08'	7°23'42"	N28°12'19"W	111.01'
C3	474.68'	183.98'	22°12'24"	S45°53'47"E	182.83'
C4	270.00'	172.27'	36°33'27"	N07°24'35"W	169.37'
C5	435.00'	247.74'	32°37'50"	S70°34'30"E	244.40'
C6	60.00'	62.80'	59°58'15"	S79°18'00"W	59.97'
C7	170.00'	97.92'	33°00'10"	S65°46'39"W	96.57'
C8	566.61'	86.70'	8°46'03"	S77°34'02"W	86.62'
C9	462.42'	119.04'	14°45'00"	S09°24'11"E	118.71'
C10	462.42'	6.36'	0°47'19"	N01°38'02"W	6.36'
C11	860.65'	26.31'	1°45'06"	N23°37'55"W	26.31'
C12	860.65'	321.69'	21°24'58"	N11°57'44"W	319.82'

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RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
(C1)	20.00'	29.98'	85°52'39"	N74°22'45"W	27.25'
{{C1}}	20.00'	30.17'	86°25'55"	N72°39'33"W	27.39'
(C3)	474.68'	183.95'	22°12'13"	S45°53'43"E	182.80'
((C3))	474.68'	184.00'	22°12'35"	S43°29'03"E	182.85'
(C4)	270.00'	174.49'	37°01'41"	S07°33'30"E	171.47'
((C4))	270.00'	174.50'	37°01'45"	S05°08'36"E	171.47'
(C5)	435.00'	249.17'	32°49'08"	N70°10'28"W	245.78'
(C6)	60.00'	62.86'	60°01'32"	S79°20'17"W	60.02'
{{C6}}	60.00'	62.83'	60°00'00"	S81°39'26"W	60.00'
(C7)	170.00'	97.92'	33°00'10"	N65°45'36"E	96.57'
{{C7}}	170.00'	97.91'	33°00'08"	N68°09'26"E	96.57'
{{C8}}	566.61'	86.29'	8°52'07"	S80°12'57"W	86.20'
<<C9>>	462.42'	118.91'	14°43'59"	S07°01'46"E	118.58'
{{C9}}	462.42'	118.91'	14°43'59"	S07°01'46"E	118.58'
(C10)	462.42'	6.42'	00°47'44"	N01°28'52"W	6.42'
([C10])	462.42'	6.41'	00°47'39"	N00°44'02"W	6.41'
{{C11}}	360.62'	396.53'	63°00'02"	N32°37'53"E	376.85'
([C11])	360.62'	396.53'	63°00'02"	N32°37'53"E	376.85'

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LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
	1/2" IRON ROD FOUND (UNLESS NOTED)
	1/2" IRON PIPE FOUND (UNLESS NOTED)
	IRON ROD WITH "CHAPARRAL" CAP FOUND (UNLESS NOTED)
	IRON ROD WITH ALUMINUM "CUNNINGHAM-GRAVES" CAP FOUND
	CALCULATED POINT
	COTTON SPINDLE FOUND
	NAIL FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 2017038499
[.....]	RECORD INFORMATION PER PLAT DOC. NO. 200000047
{.....}	RECORD INFORMATION PER PLAT VOL. 88, PGS. 108-110
<.....>	RECORD INFORMATION PER PLAT VOL. 86, PGS. 155D-156C
((.....))	RECORD INFORMATION PER PLAT VOL. 85, PGS. 44D-45A
[[.....]]	RECORD INFORMATION PER PLAT VOL. 84, PGS. 117D-118A
{{.....}}	RECORD INFORMATION PER PLAT DOC. NO. 199900216
<<.....>>	RECORD INFORMATION PER PLAT DOC. NO. 199900214
([.....])	RECORD INFORMATION PER PLAT VOL. 102, PGS. 307-309
{.....}	RECORD INFORMATION PER PLAT VOL. 87, PGS. 33A-33C
(<.....>)	RECORD INFORMATION PER PLAT VOL. 88, PGS. 242-243

[A]
LOT 17, BLOCK "A"
COLDWATER
SECTION 4, PHASE C
VOL. 102, PG. 307-309
O.P.R.T.C.T.

OWNER: LOOP 360 LAND, LP
DOC. NO. 2023122794
O.P.R.T.C.T.

[C]
CALLED 0.499 ACRES
(TRACT 1)
COLDWATER II, LTD.
VOL. 12255, PG. 216
D.R.T.C.T.

((D))
BRIDGE POINT
PARKWAY
(PUBLIC R.O.W.
VARIES)

[E]
COLDWATER
CANYON DRIVE
(PRIVATE)
(80' R.O.W.)

[F]
COLDWATER
P.U.D.
SECTION 1
VOL. 87, PG. 33A-33C
P.R.T.C.T.

[G]
CALLED 1.7624 ACRES
OWNER:
G-MOUNTAIN, LTD.
DOC. NO. 2023122794
O.P.R.T.C.T.

[H]
HIDDEN VALLEY
PHASE B
VOL. 85, PG. 44D-45A
P.R.T.C.T.

12/24/2024



NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000096786357.

2. SEE ATTACHED METES AND BOUNDS DESCRIPTION.

143.0486 ACRES
City of Austin,
Travis County, Texas



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EXHIBIT B:

Zoning Map



EXHIBIT C:

Land Use Plan

EXHIBIT D:

PUD Notes and Exhibits

1.

Any trails established in the Preserve Open Space (P-OS) District north of Bridge Point Parkway will be accessible to the public.

2.

Applicants shall add a tabulation table (as adopted per this PUD Ordinance) to each site development permit and subdivision application submittal which will show the current standing of the overall site development regulations. City staff shall review the table provided with each application and verify that it is in accordance with the site development regulations outlined in Exhibit D (PUD Notes and Exhibits).

3.

Driveway locations, trail locations, dock and other improvements shown on the Land Use Plan and any other Exhibits are schematic and will be determined at the time of site development permit or subdivision. Revisions to Exhibit C (Land Use Plan) to reflect the final locations determined during the permit review process will not be required.

4.

Zoning districts and land uses outside of the PUD that would otherwise trigger the requirements of Chapter 25-2, Article 10 (Compatibility Standards) to apply shall cause such compatibility standards to apply to development within the PUD as modified by the PUD Ordinance and Exhibit E (Compatibility Height and Setback Map).

5.

Within the Office Mixed Use (O-MU) and Commercial (C) Districts, all commercial buildings shall provide pedestrian access from the public right-of- way. All primary building entrances must be shaded via a canopy, awning, or approved shade device. A shaded pedestrian walk shall be provided from the public right of way or private street sidewalks or trails to the primary entrance. Shading for building entries and sidewalks shall meet the standards and definitions of Chapter 25, Section 2, Subchapter E, Sections 2.8 (Shade and Shelter) and 5 (Definitions, see 'Awning').

6.

Access gates shall not impede access to or along the public trails shown on Exhibit F (On Site Multi-Modal Transportation)

7.

The location of sidewalks adjacent to private streets and internal drives may vary based on topography and site constraints and shall meander so that trees greater than 19” are preserved.

8.

Except as provided herein, building height for all individual buildings shall follow the definition of building height in Section 25-1-21(49) (Definitions; Height). Notwithstanding the foregoing, for a stepped or terraced building, the building height of each segment is determined individually. A stepped or terraced building is any building where the floors step. See Stepped Building Height Measurement Diagram on Exhibit D for reference of how height is calculated with respect to stepped buildings.

9.

All site development permits for the PUD must include a sheet to show compliance with Exhibit E (Compatibility Height and Setbacks).

10.

As reflected within and subject to the conditions of an alternative method of compliance approved by the Austin Fire Department, an increase in distance and proximity to the fire apparatus access road, hydrant location, and water supply requirements of Sections 25-12-171 (International Fire Code), 25-12-173 (Local Amendments to the Fire Code), and Fire Protection Criteria Manual 4.4.0 (General Provisions for Fire Safety) for development within the Dock (D) District may be approved.

11.

The PUD shall implement an outdoor lighting plan to minimize light pollution using "dark sky" design guidelines and techniques. When operated, light fixtures must not produce an intense glare or direct illumination across the property line, except for the boat dock lighting, which may be installed across property lines where authorized by applicable City regulations. All lights shall be a LED source and a height beam shall be controlled to direct the light downward. All exterior light fixtures must be fully shielded. All luminaries shall be directed down, diffused, and/or indirectly off an opaque surface. The maximum intensity measured at the property line shall be 0.5 foot candles. This excludes dock navigation and safety lighting required by the city.

12.

The Property HOA shall establish curfew time(s) after which total outdoor lighting lumens shall be reduced by at least 30% or extinguished. Exceptions to include lighting reductions that are not required for any of the following:

i.

With the exception of landscape lighting, lighting for residential properties including multiple residential properties not having common areas.

ii.

When the outdoor lighting consists of only one luminaire.

iii.

Code required lighting for steps, stairs, walkways, and building entrances.

iv.

When in the opinion of the City, lighting levels must be maintained.

v.

Dock navigation lighting

vi.

Motion activated lighting.

vii.

Lighting governed by special use permit in which times of operation are specifically identified.

13.

Upon completion of the initial parkland improvements the owner will reserve 1/10 of an acre or 4,356 SF of impervious cover for future parkland improvements or modifications. The reservation of impervious cover will expire 10 years from dedication of the initial parkland improvements.

14.

Offsite access to Lake Austin through the adjacent tract, including fire access and utility extensions, is preferred over the funicular access. City will work with Landowner to facilitate offsite access subject to appropriate review and approval.

CUT AND FILL TABLE				
Cut Range (FT)		Area (acres)	Area (% of Disturbed)	Area (% of Site)
-40	-24	0**	0.0%	0.00%
-24	-20	0.60	1.6%	0.41%
-20	-12	2.50	6.6%	1.73%
-12	-4	5.31	14.1%	3.67%
Fill Variance Table*				
Fill Variance Table*				
Fill Range (FT)		Area (acres)	Area (% of Disturbed)	Area (% of Site)
40	24	0**	0.0%	0.00%
24	20	0.74	2.1%	0.51%
20	12	2.01	5.7%	1.39%
12	4	6.33	18.0%	4.40%
Non-Variance Category				
Category		Area (acres)	Area (% of Disturbed)	Area (% of Site)
+/- 4'		7.18	19.1%	4.96%
Building Coverage		11.67	31.0%	8.06%
Totals		37.66	100.0%	26.0%

* Earthwork quantities may be transferred from higher to lower depth categoires at time of site plan
** Cut of up to 28 feet and fill up to 30 feet shall be allowed for drives that serve as fire lanes and for adjacent improvements (e.g. sidewalks, landscaping, utilities).

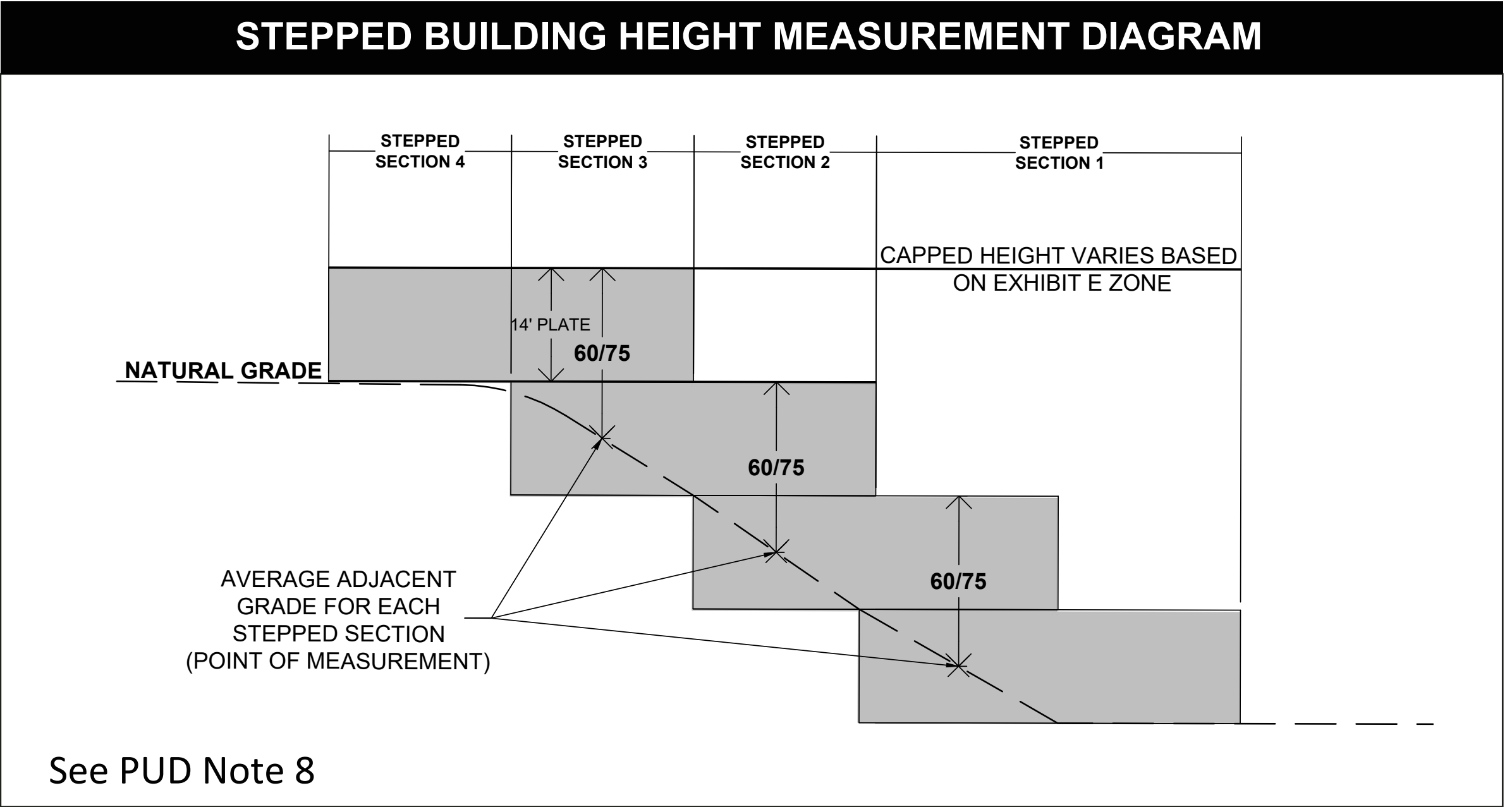
DISTRICT PERMITTED LAND USES					
PRESERVE OPEN SPACE P-OS	PARK P	MIXED RESIDENTIAL MR	COMMERCIAL C	OFFICE MIXED USE O-MU	DOCK D
CIVIC USES	CIVIC USES	CIVIC USES	CIVIC USES	CIVIC USES	CIVIC USES
Pedestrian Hiking Trails	Community Recreation (Public)	Community Recreation (Private)	Community Recreation (Private)	Community Recreation (Private)	Community Recreation (Private)
Cart Path	Park and Recreation Services (General)	Club or Lodge			Club or Lodge
	Park and Recreation Services (Special)	Maintenance and Service Facilities			Cluster Dock
		RESIDENTIAL USES	RESIDENTIAL USES	RESIDENTIAL USES	
		Bed & Breakfast (Group 1)	Condominium Residential	Condominium Residential	
		Bed & Breakfast (Group 2)	Multifamily Residential	Multifamily Residential	
		Condominium Residential	Single-Family Attached Residential	Single-Family Attached Residential	
		Multi-Family	Small Lot Single-Family Residential	Small Lot Single-Family Residential	
		Conservation Single Family Residential	Townhouse Residential	Townhouse Residential	
		Duplex Residential	Retirement Housing (Large Site)	Retirement Housing (Large Site)	
		Single-Family Attached Residential			
		Single-Family Residential			
		Small Lot Single-Family Residential			
		Townhouse Residential			
		Two-Family Residential			
		Short -Term Rental ¹³			
		COMMERCIAL USES	COMMERCIAL USES	COMMERCIAL USES	
		Mobile Food Establishment	Mobile Food Establishment	Administrative and Business Offices	Administrative and Business Offices
				Art Gallery	Art Gallery
				Art Workshop	Art Workshop
				Commercial Off-Street Parking	Commercial Off-Street Parking
				Communications Services	Communications Services
				Consumer Convenience Services	Consumer Convenience Services
				Financial Services	Financial Services
				Food Sales	Food Sales
				General Retail Sales (Convenience)	General Retail Sales (Convenience)
				General Retail Sales (General)	General Retail Sales (General)
				Hotel (maximum 80 rooms)	Hotel (maximum 80 rooms)
				Indoor Entertainment	Indoor Entertainment
				Indoor Sports and Recreation	Indoor Sports and Recreation
				Medical Office (<20,000 SF per building)	Medical Office (<20,000 SF per district)
				Mobile Food Establishment	Mobile Food Establishment
				Off-Site Accessory Parking	Off-Site Accessory Parking
				Personal Improvement Services	Personal Improvement Services
				Personal Services	Personal Services
				Professional Office	Professional Office
				Restaurant (General)	Restaurant (General)
				Restaurant (Limited)	Restaurant (Limited)
				Software Development	Software Development
				Solar Panels	Solar Panels
		AGRICULTURAL USES	AGRICULTURAL USES	AGRICULTURAL USES	
		Community Garden	Community Garden		

DISTRICT SITE DEVELOPMENT REGULATIONS						
	PRESERVE OPEN SPACE P-OS	PARK P	MIXED RESIDENTIAL MR	COMMERCIAL C	OFFICE MIXED USE O-MU	DOCK D
BASE ZONING DISTRICT	LA	LA	SF-6	GR	GO-MU	LA
MINIMUM LOT SIZE (square feet)	43,560	43,560	5,750	5,750	5,750	5,750
MINIMUM LOT WIDTH	100'	100'	50'	50'	50'	50'
MINIUM CORNER LOT WIDTH	100'	100'	60'	60'	60'	60'
MAXIMUM DWELLING UNITS PER LOT	0	0	0	N/A	0	0
MAXIMUM HEIGHT	0	35'	60**	60*	60*	30'
MINIMUM SETBACKS						
FRONT YARD	40'	25'	10'	10'	10'	N/A
STREET SIDE YARD	25'	25'	10'	10'	10'	N/A
INTERIOR SIDE YARD	10'	10'	5'	N/A	N/A	N/A
REAR YARD	20'	20'	10'	N/A	N/A	N/A
MAXIMUM BUILDING COVERAGE	N/A	10%	75%	75%	75%	20%
MAXIMUM FLOOR TO AREA RATIO			1:01	1:01	3:01	0.5:1

* Height above 60' is permitted as indicated on Exhibit E - Compatibility, Height, and Setbacks. Additional height restrictions may apply per Exhibit E.

General Notes: 1. Unless suitable easements are otherwise provided with subdivision or site plan, a 15-ft electrical easement is required on both sides of Bridge Point Parkway.
Additional electrical easements within Districts shall be determined at subdivision
2. Any residential building exceeding 3 stories may require a commercial building permit
3. Utility Services and facilities are allowed within all districts

PARKLAND DEDICATION CALCULATIONS					
APPENDIX Q-1: NET SITE AREA - Cliff Park		APPENDIX Q-1: NET SITE AREA - Preserve Park		APPENDIX Q-1: NET SITE AREA - Total	
Total Gross Site Area	16.58 Acres	Total Gross Site Area	10.05 Acres	Total Gross Site Area	26.63 Acres
Site Deductions		Site Deductions		Site Deductions	
Flood Plain	4.24 Acres	Flood Plain	0 Acres	Flood Plain	4.24 Acres
Deduction Subtotal	4.24 Acres	Deduction Subtotal	0 Acres	Deduction Subtotal	4.24 Acres
Upland Area (Gross Area Minus Total Deductions)	12.34 Acres	Upland Area (Gross Area Minus Total Deductions)	10.05 Acres	Upland Area (Gross Area Minus Total Deductions)	22.39 Acres
APPENDIX Q-1: NET SITE AREA - Cliff Park		APPENDIX Q-1: NET SITE AREA - Preserve Park		APPENDIX Q-1: NET SITE AREA - Total	
Total Gross Site Area	16.58 Acres	Total Gross Site Area	10.05 Acres	Total Gross Site Area	26.63 Acres
Site Deductions		Site Deductions		Site Deductions	
Critical Water Quality Zone (CWQZ)	9.95 Acres	Critical Water Quality Zone CWQZ	0 Acres	Critical Water Quality Zone CWQZ	9.95 Acres
Water Quality Transition Zone (WQTZ)	3.01 Acres	Water Quality Transition Zone	0 Acres	Water Quality Transition Zone	3.01 Acres
Critical Environmental Feature Buffer (150' buffer)	3.45 Acres	Critical Environmental Feature Buffer (150' buffer)	3.28 Acres	Critical Environmental Feature Buffer (150' buffer)	6.73 Acres
Deduction Subtotal	16.41 Acres	Deduction Subtotal	3.28 Acres	Deduction Subtotal	19.69 Acres
Upland Area (Gross Area Minus Total Deductions)	0.16 Acres	Upland Area (Gross Area Minus Total Deductions)	6.77 Acres	Upland Area (Gross Area Minus Total Deductions)	6.93 Acres
100% Credit	0.16 Acres	100% Credit	6.77 Acres	Total credited parkland	6.93 Acres



CAMELBACK PLANNED UNIT DEVELOPMENT

PUD NOTES AND EXHIBITS

JUNE 4, 2025

EXHIBIT D2

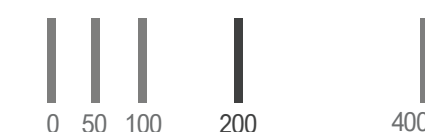
EXHIBIT E:

Compatibility Height and Setbacks

CAMELBACK PLANNED UNIT DEVELOPMENT

PUD COMPATIBILITY HEIGHT AND SETBACKS

JUNE 04, 2025

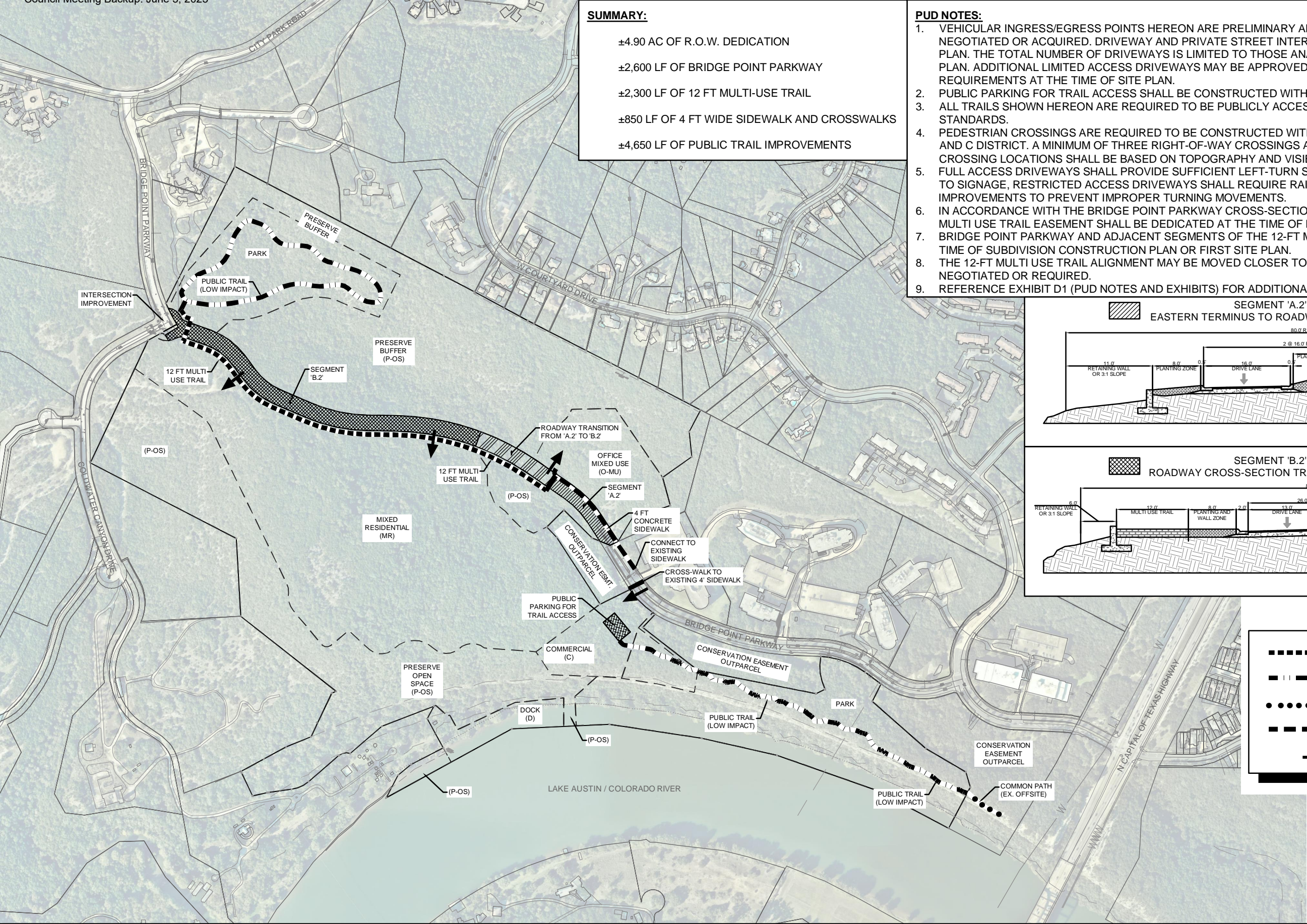


CASE #: C814-86-023.01

EXHIBIT E

EXHIBIT F:

Onsite Multi-Modal Transportation



- SUMMARY:**
- ±4.90 AC OF R.O.W. DEDICATION
 - ±2,600 LF OF BRIDGE POINT PARKWAY
 - ±2,300 LF OF 12 FT MULTI-USE TRAIL
 - ±850 LF OF 4 FT WIDE SIDEWALK AND CROSSWALKS
 - ±4,650 LF OF PUBLIC TRAIL IMPROVEMENTS
- PUD NOTES:**
- VEHICULAR INGRESS/EGRESS POINTS HEREON ARE PRELIMINARY AND MAY CHANGE IF ADDITIONAL ROW ACCESS IS NEGOTIATED OR ACQUIRED. DRIVEWAY AND PRIVATE STREET INTERSECTIONS WILL BE REVIEWED AT THE TIME OF SITE PLAN. THE TOTAL NUMBER OF DRIVEWAYS IS LIMITED TO THOSE ANALYZED IN THE TIA AND SHOWN ON THE LAND USE PLAN. ADDITIONAL LIMITED ACCESS DRIVEWAYS MAY BE APPROVED ADMINISTRATIVELY DUE TO EMERGENCY ACCESS REQUIREMENTS AT THE TIME OF SITE PLAN.
 - PUBLIC PARKING FOR TRAIL ACCESS SHALL BE CONSTRUCTED WITH THE FIRST SITE PLAN WITHIN THE C TRACT.
 - ALL TRAILS SHOWN HEREON ARE REQUIRED TO BE PUBLICLY ACCESSIBLE AND CONSTRUCTED TO CITY OF AUSTIN STANDARDS.
 - PEDESTRIAN CROSSINGS ARE REQUIRED TO BE CONSTRUCTED WITH THE DEVELOPMENT OF THE WESTERN PARK, O-MU, AND C DISTRICT. A MINIMUM OF THREE RIGHT-OF-WAY CROSSINGS ARE REQUIRED AS GENERALLY SHOWN HEREON. THE CROSSING LOCATIONS SHALL BE BASED ON TOPOGRAPHY AND VISIBILITY AND IS SUBJECT TO APPROVAL BY ATD.
 - FULL ACCESS DRIVEWAYS SHALL PROVIDE SUFFICIENT LEFT-TURN STORAGE AS WARRANTED AT SITE PLAN. IN ADDITION TO SIGNAGE, RESTRICTED ACCESS DRIVEWAYS SHALL REQUIRE RAISED CHANNELIZING ISLAND OR MEDIAN IMPROVEMENTS TO PREVENT IMPROPER TURNING MOVEMENTS.
 - IN ACCORDANCE WITH THE BRIDGE POINT PARKWAY CROSS-SECTIONS SHOWN HEREON, THE REQUIRED ROW AND 12-FT MULTI USE TRAIL EASEMENT SHALL BE DEDICATED AT THE TIME OF FIRST FINAL PLAT.
 - BRIDGE POINT PARKWAY AND ADJACENT SEGMENTS OF THE 12-FT MULTI USE TRAIL SHALL BE CONSTRUCTED AT THE TIME OF SUBDIVISION CONSTRUCTION PLAN OR FIRST SITE PLAN.
 - THE 12-FT MULTI USE TRAIL ALIGNMENT MAY BE MOVED CLOSER TO BRIDGE POINT PARKWAY IF ADDITIONAL ACCESS IS NEGOTIATED OR REQUIRED.
 - REFERENCE EXHIBIT D1 (PUD NOTES AND EXHIBITS) FOR ADDITIONAL INFORMATION.

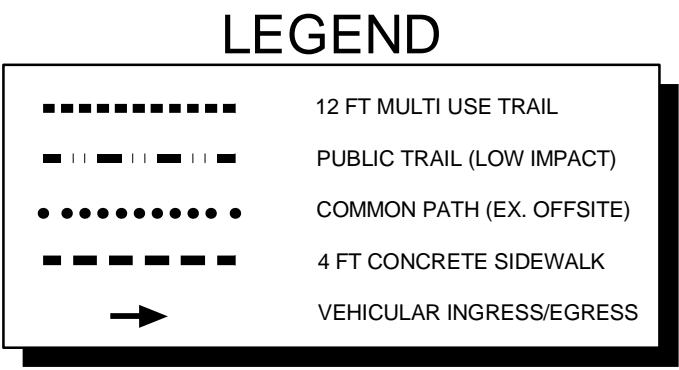
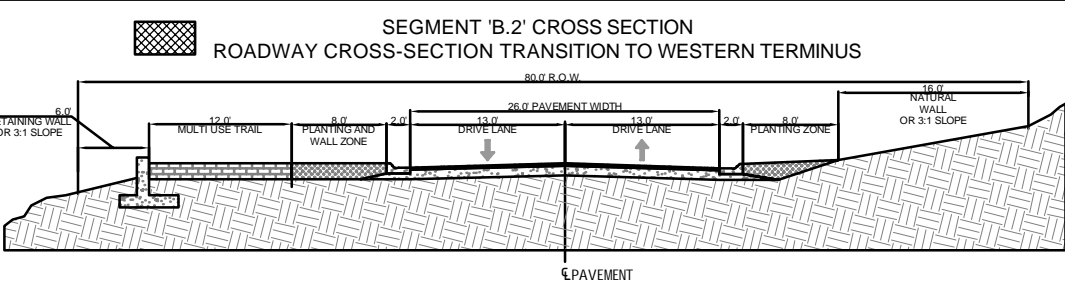
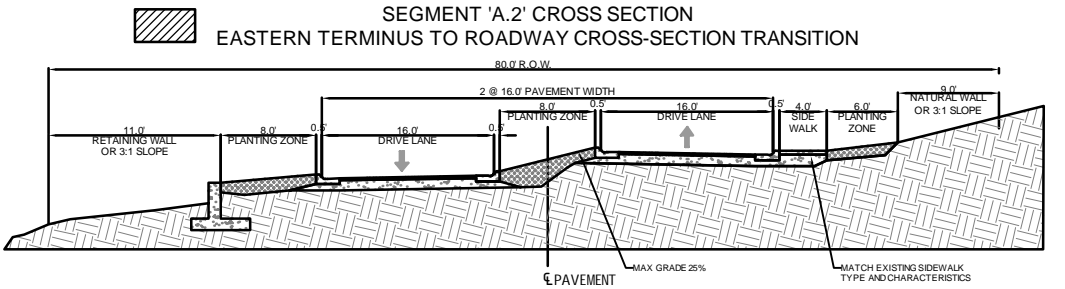
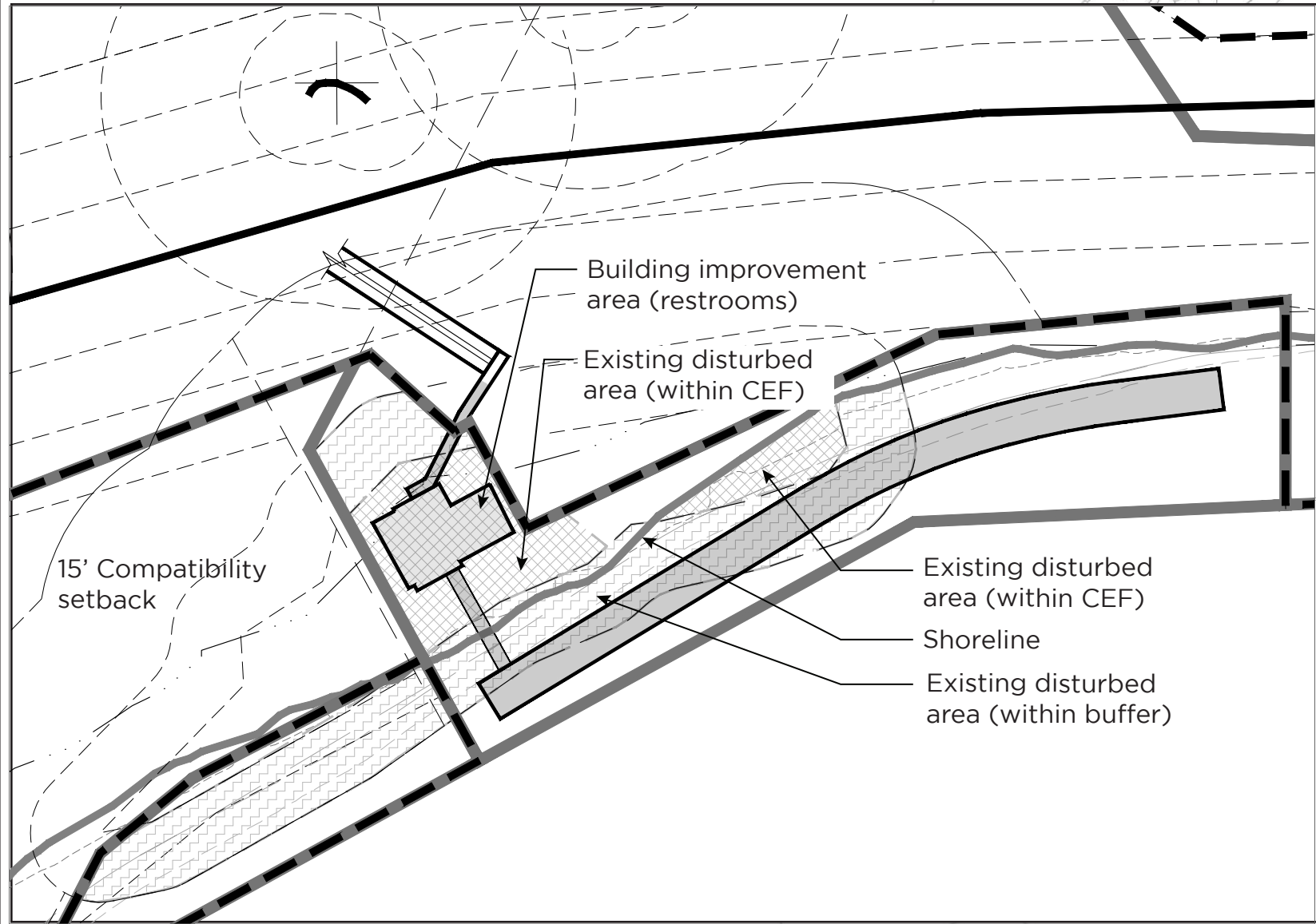


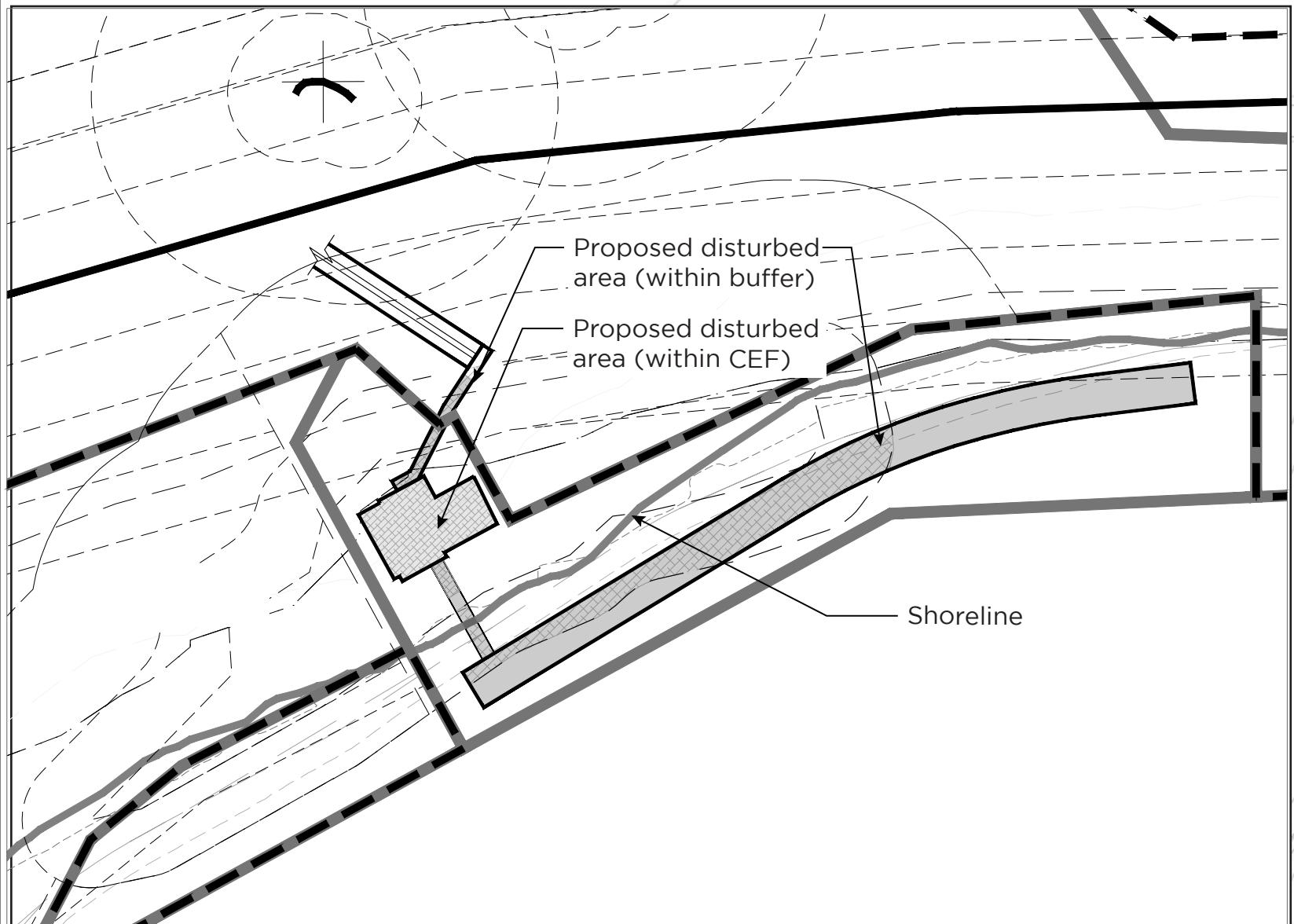
EXHIBIT G:

Environmental Resources



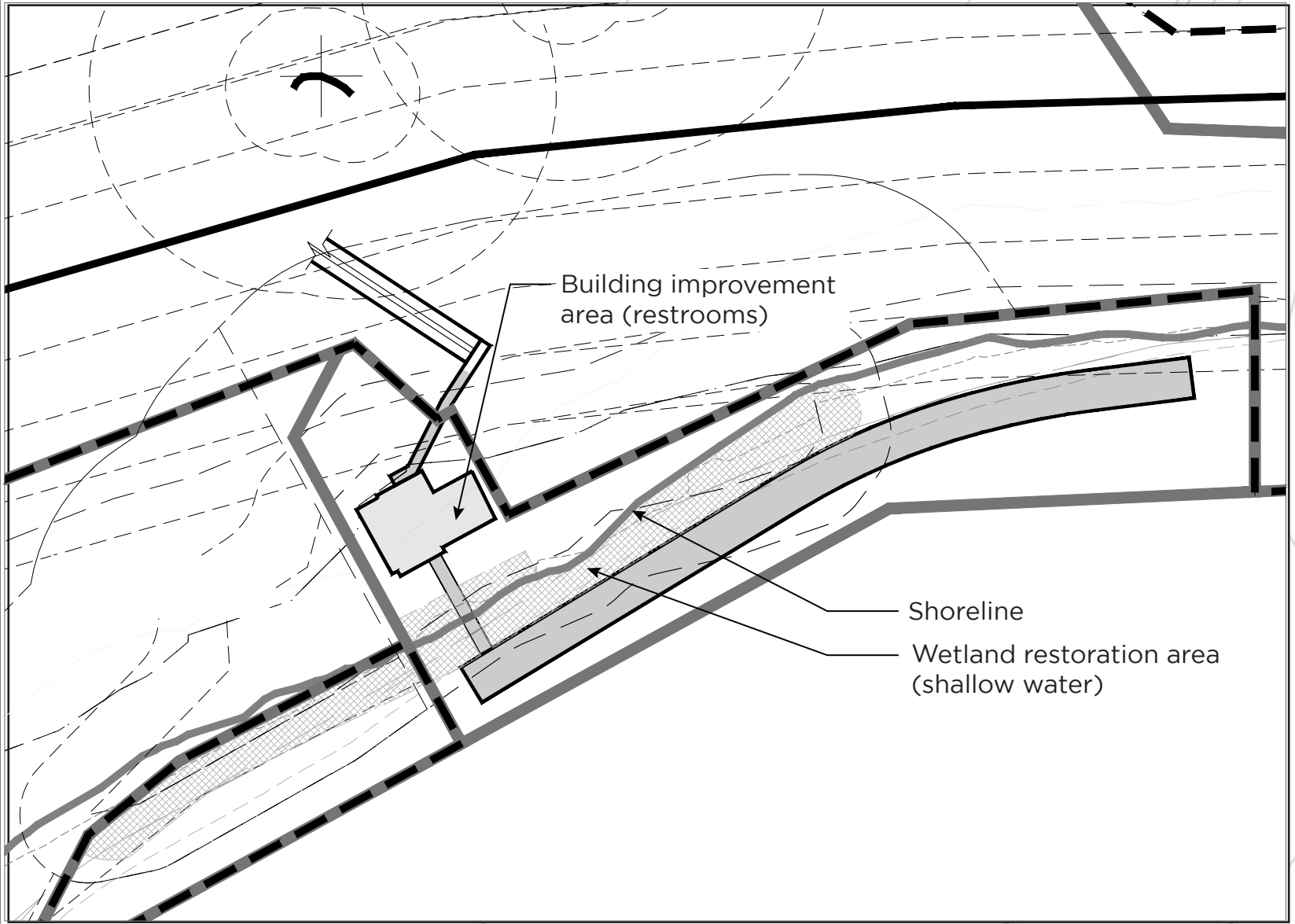
EXISTING DISTURBED AREAS

The information shown above is conceptual in nature and subject to change.



PROPOSED DISTURBED AREAS

The information shown above is conceptual in nature and subject to change.



WETLAND RESTORATION AND ENHANCEMENT AREAS

The information shown above is conceptual in nature and subject to change.

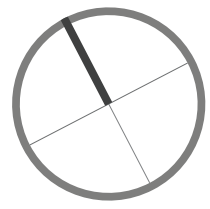
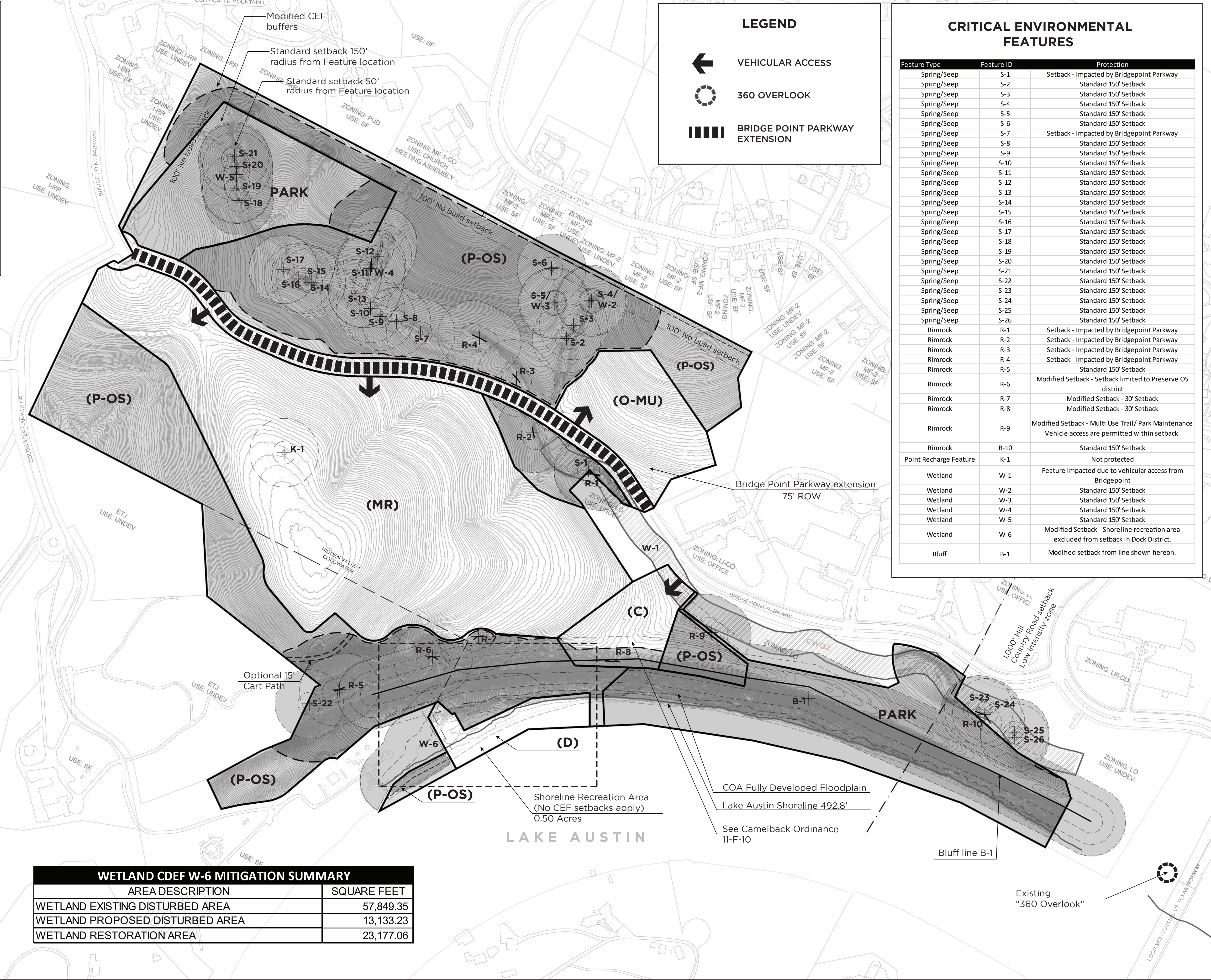
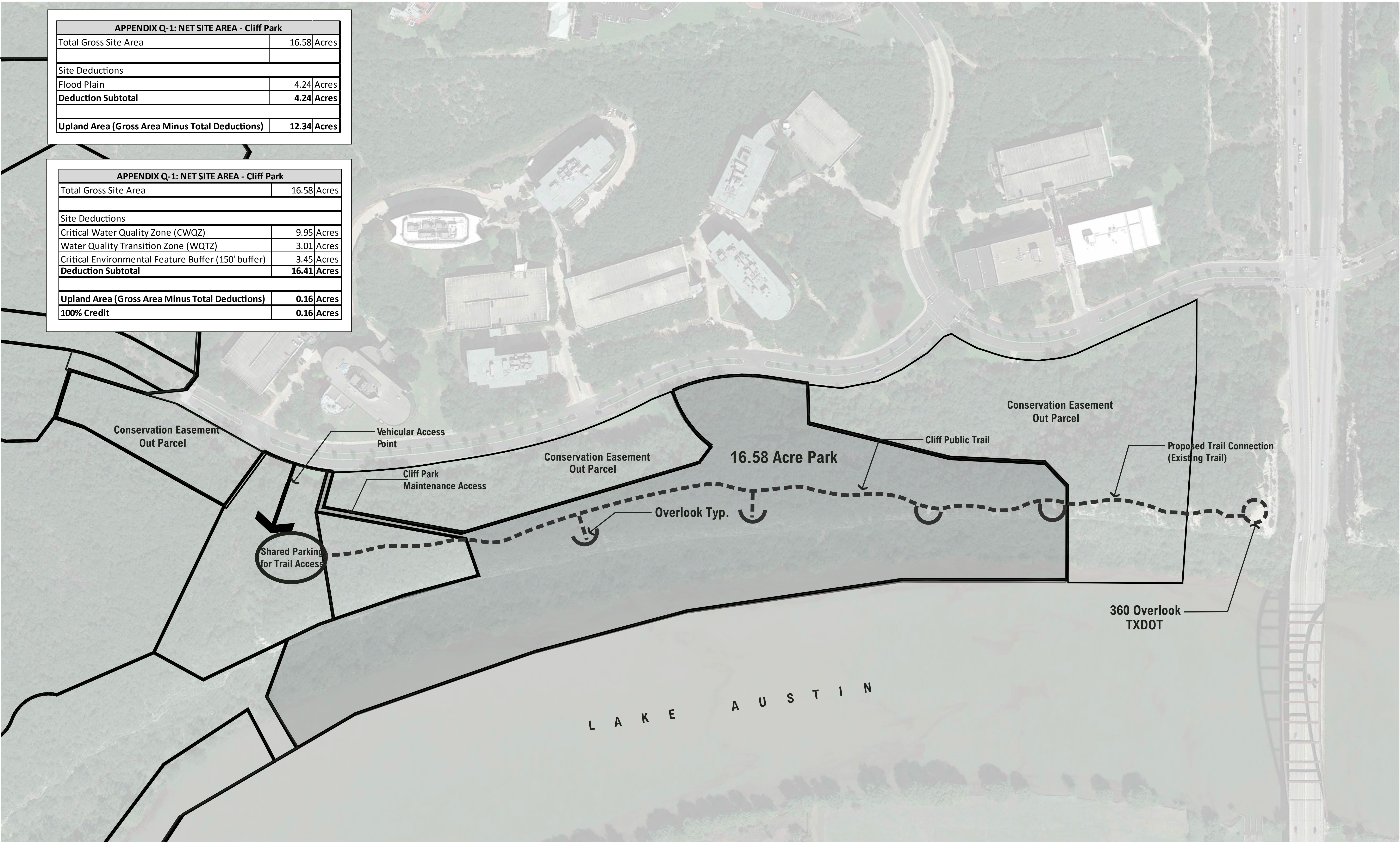


EXHIBIT H:

Cliff Park Improvements Plan

APPENDIX Q-1: NET SITE AREA - Cliff Park		
Total Gross Site Area	16.58	Acres
Site Deductions		
Flood Plain	4.24	Acres
Deduction Subtotal	4.24	Acres
Upland Area (Gross Area Minus Total Deductions)	12.34	Acres

APPENDIX Q-1: NET SITE AREA - Cliff Park		
Total Gross Site Area	16.58	Acres
Site Deductions		
Critical Water Quality Zone (CWQZ)	9.95	Acres
Water Quality Transition Zone (WQTZ)	3.01	Acres
Critical Environmental Feature Buffer (150' buffer)	3.45	Acres
Deduction Subtotal	16.41	Acres
Upland Area (Gross Area Minus Total Deductions)	0.16	Acres
100% Credit	0.16	Acres



CAMELBACK PLANNED UNIT DEVELOPMENT

CLIFF PARK IMPROVEMENT PLAN

AUGUST 8, 2022

EXHIBIT I:

Preserve Park Improvements Plan



EXHIBIT J:

Parkland Improvement Agreement

CITY PARKLAND IMPROVEMENT AND OPERATIONS AGREEMENT (Camelback Parks)

RECITALS

This City Parkland Improvement and Operations Agreement (Camelback Parks) (the “**Agreement**”) is made and entered into by **LOOP 360 LAND, L.P.**, a Texas limited partnership (“**Loop 360**”), and the **CITY OF AUSTIN, TEXAS**, a Texas home-rule municipal corporation organized and existing under the laws of the State of Texas (the “**City**”).

Loop 360 is the owner of that certain approximately 144.817 acre tract of land in the A.C. Champion Survey No. 188, Abstract No. 2603, the J. Spillman Survey No. 2, Abstract No. 739, and the James Jett Survey No. 1, Abstract No. 437, Travis County, Texas, described in Document No. 2017038499 of the Deed Records of Travis County, Texas, said 144.817 acre tract of land being more particularly described by metes and bounds in Exhibit A incorporated into this agreement (the “**Property**”).

Consistent with City Ordinance No. 20181101-055, including the exhibits thereto, related to the Camelback Planned Unit Development (the “**PUD Ordinance**”), Loop 360 intends to develop the Property as a mixed-use development including residential and commercial uses (the “**Project**”).

In connection with the development of the Project, and subject to the terms of this Agreement, Loop 360 will dedicate to the City, and the City will own, a total of at least 26.53 acres of credited parkland out of the Property, in the locations shown on Exhibit C to the PUD Ordinance. The dedicated parkland shall include at least 16.58 acres of dedicated, credited parkland in the Cliff Park, as shown on Exhibit H to the PUD Ordinance (“**Cliff Park**”), and at least 9.95 acres of dedicated, credited parkland in the Preserve Park, as shown on Exhibit I to the PUD Ordinance (“**Preserve Park**”) (together, prior to dedication, the “**City Parkland**”).

Traditionally the City obligates itself to improve and maintain publicly dedicated parkland, that has been provided by the developer in accordance with City Code §§ 25-1-601-609; however, to effectuate the PUD Ordinance, the City and Loop 360 have agreed that Loop 360 will improve, maintain, and operate the City Parkland in connection with the Project and the parkland will be superior to the parkland that would have been dedicated by Loop 360 if Loop 360 were not developing a PUD.

NOW, THEREFORE, for and in consideration of the premises and mutual promises and covenants, the Parties agree as follows:

I. DEFINITIONS

In addition to the definitions set forth in the recitals above and in other portions of this Agreement, as used in this Agreement and any attachment or exhibit incorporated herein, the following definitions have the meanings assigned to each:

Association means any property owners' association created by Loop 360 or its successors or assigns.

Contractors mean Loop 360's and/or Loop 360's successors and assigns (including the Association) contractor(s) or subcontractor(s), their employees, agents, materialmen, suppliers, and assigns employed to construct and/or maintain any City Parkland or Park Improvements.

Director means the Director of the Parks and Recreation Department of the City of Austin.

Effective Date means the date the last Party signs this Agreement.

Cliff Park Maintenance Requirements means the requirements set forth in Exhibit B to this Agreement that Loop 360 must adhere to in maintaining and operating Cliff Park.

Insurance Requirement means the insurance coverages required to be maintained by Loop 360 as described in Exhibit C which is attached to the Agreement and incorporated into and made a part of this Agreement for all purposes.

Loop 360 means Loop 360 Land, LP, and shall include its successors and assigns, including without limitation, the Association.

Park Improvements are those described in Section IV of this Agreement and in Part 7 of the PUD Ordinance, including the exhibits thereto.

Park Rules means the applicable requirements and conditions of Chapter 8-1 of the Austin City Code, as it may be amended from time to time, relating to the administration of public parks, and the guidelines and rules established by PARD for the use and enjoyment of public parks, as they may be amended from time to time, and any successor to such Code, guidelines or rules.

Parks means the City Parkland after Loop 360 has dedicated it to the City and the City has accepted the dedication.

Parks Operation Manager means Loop 360 and its successors and assigns, the Association, or such other entity appointed by Loop 360 or the Association and approved by the Director (such approval not to be unreasonably withheld, conditioned or delayed) to perform the duties set forth in Articles VII and VIII of this Agreement.

Party means either City or Loop 360, and its successors and assigns, including without

limitation the Association, as the context requires; collectively, referred to as “**Parties.**”

Permitted Exceptions mean (a) this Agreement, (b) all exceptions of record which do not materially and adversely affect the use of the City Parkland as parkland, (c) all matters shown in any subdivision plat for any City Parkland, and (d) any other encumbrances approved or caused by the City.

Preserve Park Maintenance Requirements means the requirements set forth in Exhibit B to this Agreement that Loop 360 must adhere to in maintaining and operating Preserve Park.

Public Access Improvements means 25 full-size, off-site parking spaces, including at least one van-accessible ADA space, for free public use, to be located in the Commercial (C) district; two off-site public restrooms, including changing stations, for free public use, to be located together in the Commercial (C) district shown on Exhibit C to the PUD Ordinance, in close proximity to the 25 off-site parking spaces; access to the Cliff Park from the required off-site parking spaces and off- site public restrooms; and access to the Preserve Park from the existing parking along Bridge Point Parkway.

II. TERM

The term of this Agreement (“**Term**”) begins on the Effective Date of this Agreement and, unless terminated or amended by either party, runs for 20 years. Since standards of care and requirements relating to such matters as accessibility of facilities change, the parties agree to review and consider updating the requirements of this Agreement at least once every five years. This Agreement may be renewed by the mutual written agreement of Loop 360 and the City as desired to continue the maintenance and operation of the Parks. The City Manager has the authority to agree to renewals that do not materially change this Agreement without further council action.

III. DESIGNATION OF REPRESENTATIVES

The City designates the Director of the Parks and Recreation Department (“**PARD**”) or the Director’s designee as its authorized representative to act on the City’s behalf with respect to this Agreement. Loop 360 designates Jonathan Coon as its authorized representative to act on Loop 360’s behalf with respect to this Agreement.

IV. DESIGN, PERMITTING, AND CONSTRUCTION RESPONSIBILITIES

A. Park Development Plans. Within 365 days of the Effective Date of this Agreement, Loop 360 shall submit development plans for Preserve Park and Cliff Park to the City for approval (together, the “**Park Development Plans**”). The Park Development Plans shall include, but not be limited to, the locations of the Park Improvements described below.

B. Park Improvements. The Park Improvements shall comply with the PUD Ordinance, including the exhibits thereto, and the Park Rules, shall meet the minimum City standards for materials and specifications, shall be included in the Park Development Plans, and shall include, but not be limited to, the following elements:

1. Cliff Park

- a.** 1,400 linear feet of nature trail;
- b.** 100 linear feet of ADA accessible multi-modal trail, with a minimum width of ten (10) feet, to the westernmost cliff overlook;
- c.** Three (3) shade structures or pergolas measuring approximately 15 by 15 feet;
- d.** One (1) drinking fountain with a dog bowl and ability to fill large drinking containers;
- e.** Four (4) trash receptacles (recycling and waste);
- f.** Four (4) park benches or seat walls;
- g.** Four on-site public scenic vista points; and
- h.** Appropriate signage, including interpretive, park rules, directions, information regarding how to reserve Cliff Park and/or the Park Improvements therein, and other relevant information. Such signage shall conform to the applicable Park Rules for signage in public parks.

2. Preserve Park

- a.** 2,000 linear feet of low impact, single track nature trail to be constructed of gravel, mulch, or cut into existing rock;
- b.** One (1) designated trailhead with a shade structure measuring approximately 15 by 15 feet;
- c.** One (1) drinking fountain with a dog bowl and ability to fill large drinking containers;
- d.** Two (2) trash receptacles (recycling and waste);
- e.** Two (2) park benches; and
- f.** Appropriate signage, including interpretive, park rules, directions, information regarding how to reserve Preserve Park and/or the Park Improvements therein, and other relevant information. Such signage shall conform to the applicable Park Rules for signage in public parks.

C. Boundaries. The boundaries of Cliff Park and Preserve Park shown on Exhibit C to the PUD Ordinance shall not be changed administratively unless the change results in an increase in the size of one or both of the Parks and does not decrease the amount of shoreline or cliff frontage in Cliff Park.

D. Minimum Construction Costs. The minimum construction cost for the Park Improvements and Public Access Improvements, as provided below, shall be One Million Five Hundred Thousand Dollars (\$1,500,000). An engineer's estimates of construction costs for Park Improvements in each of the Parks shall be provided to the City for approval as part of the Park Development Plans. Construction costs may include the cost of the Public Access Improvements, provided that the credited cost of the 25 off-site parking spaces may not exceed Four Hundred Fifty Thousand Dollars (\$450,000), even if the parking spaces are located in a parking garage. Construction costs may not include design and project management costs.

E. Tree Removal. Except as otherwise provided in the PUD Ordinance or the approved Park Development Plans, Loop 360, its successors and assigns, including the Association, and the Parks Operation Manager shall comply with the applicable City Code regulations for all removal, cutting, and/or pruning of trees on the City Parkland or the Parks.

F. Bidding Process. The City acknowledges and agrees that because the Park Improvements will be constructed before the City Parkland and Park Improvements are dedicated, Loop 360 is not obligated to publicly bid any work related to the Park Improvements prior to dedication. However, Loop 360 shall ensure that City standard construction documents are used for the contracts for the improvements, that any improvements that are made have warranties that are equal to, or that exceed, the warranties the City receives for such construction and improvements, that the City is a named insured on any such warranties, and that all warranties and insurance documents will be provided in full to the Director before the City accepts the dedication of the City Parkland and the Park Improvements. Moreover, any improvements or construction done by Loop 360 after dedication of the Parks will comply with all City requirements, ordinances, state statutes, and laws applicable to construction of public works on public property.

G. Construction Liens. Loop 360 shall have no right, authority, or power to bind the City or any interest of the City in the City Parkland or the Park Improvements for labor, materials, or any other charge or expense incurred in construction of any improvements or other work done on the City Parkland. Loop 360 shall take no action to render the City liable for any lien or right of lien for any labor, materials, or other charge or expense incurred in connection with any work performed on the City Parkland or the Park Improvements, and Loop 360 shall in no way be considered as the agent of the City in the construction, erection, or operation of any improvements made on the City Parkland or Park Improvements. If any liens or claims for labor or materials supplied, or claimed to have been supplied, to the City Parkland or the Park Improvements are filed, Loop 360 shall promptly pay or bond such liens or claims to the City's reasonable satisfaction or otherwise obtain the release or discharge of the lien or claim placed against the City Parkland or Park Improvements by any Contractor or other claimant.

H. Nondiscrimination Policy. Loop 360 shall not discriminate against any Contractors or applicants for employment because of race, creed, color, national origin, sex, age,

religion, veteran status or sexual orientation. Loop 360 shall take affirmative action to ensure that Contractors are treated during the construction of the Construction Project without regard to race, creed, color, national origin, sex, age, religion, veteran status or sexual orientation. Loop 360 shall, in all solicitations or advertisements for employment placed by or behalf of Loop 360, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, sex, age, religion, veteran status, or sexual orientation.

I. Accessibility Standards. Loop 360 and its Contractors shall comply with the applicable accessibility provisions of (i) the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, (ii) the Texas Architectural Barriers Act, Texas Govt. Code chap. 469, (iii) the Americans with Disabilities Act Accessibility Guidelines, and (iv) the Texas Accessibility Standards.

J. Independent Contractors. Loop 360 and its Contractors shall perform the obligations set forth in this Agreement as independent contractors.

V. DEDICATION OF CITY PARKLAND

A. Completion of Construction. Promptly upon completion of all construction of both Parks as shown in the Park Development Plans and of the Public Access Improvements (the “**Construction Project**”), Loop 360 shall deliver to the City written notice that the Construction Project has been completed (the “**Completion Notice**”). Within 21 business days following City's receipt of the Completion Notice of the Construction Project, the City shall respond to Loop 360 by either submitting a list of items still requiring completion, or by accepting the Construction Project. Acceptance of the Construction Project shall be evidenced by a letter of acceptance from the City (the “**Acceptance Letter**”). The City must issue an Acceptance Letter to accept the Park Improvements and the City Parkland.

B. Survey and Other Required Documentation. Within 30 days of receipt of the Acceptance Letter, Loop 360 shall prepare and deliver to the City a certified land title survey showing the final boundaries of the real property to be dedicated to the City as parkland (the “**Survey**”). Within the same time period, Loop 360 shall also deliver to the City all required warranties, document that there are no liens for the work performed on the Construction Project, provide a current Phase 1 ESA with no further recommendations certified to the City for the City Parkland, and provide any additional documentation reasonably required by the City (all such documentation, together with the Survey, the “**Dedication Documents**”). Loop 360's failure to provide the Dedication Documents within the time required relieves the City of the requirement to accept the City Parkland and Park Improvements and shall be an event of default under this Agreement.

C. Dedication. Promptly following the City's acceptance of the Dedication Documents, Loop 360 shall execute and deliver to the City a special warranty deed conveying the City Parkland and the Park Improvements to the City, subject only to the Permitted Exceptions (the “**Deed**”). The City shall accept the City Parkland and shall record the Deed (the “**City Acceptance**”).

D. Satisfaction of Parkland Requirements. City Acceptance of the City Parkland

and Park Improvements shall satisfy all City parkland requirements, including parkland development fees, for the Camelback PUD.

VI. CERTIFICATE OF OCCUPANCY

All requirements of the PUD Ordinance relating to the Park Improvements and the Public Access Improvements must be satisfied and City Acceptance must occur prior to the issuance of a Certificate of Occupancy for any building not required for Park Improvements or the Public Access Improvements.

VII. MAINTENANCE, REPAIR, OPERATION, AND CAPITAL IMPROVEMENT RESPONSIBILITIES FOR PARKS AND PARK IMPROVEMENTS

A. Maintenance and Operation. The Parks Operation Manager shall be responsible for the performance of all the duties and obligations provided in this Agreement with respect to the operations and maintenance of the Parks. The Parks Operation Manager shall at all times during the Term be responsible for security in the Parks; shall keep and maintain, or cause to be kept and maintained, and operate the Parks, including the Park Improvements and all other buildings and improvements erected in the Parks in accordance with the Park Development Plans approved by the City, in a good state of appearance and repair (except for reasonable wear and tear); and shall comply with the Cliff Park Maintenance Requirements and the Preserve Park Maintenance Requirements set forth in Exhibit B, all at the sole expense of Loop 360 or its successor and assigns, including the Association.

B. Hours of Operation. The City acknowledges and agrees that pursuant to Section 8-1-14 of the Austin City Code, the Director has approved and hereby approves of alternate operating hours during which the Parks shall remain open. The operating hours for the Parks shall be limited to thirty (30) minutes before sunrise to thirty (30) minutes after sunset ("**Hours of Operation**") unless an alternative schedule is otherwise agreed to by both Parties.

C. Funding. The maintenance and operation of the Parks and the Park Improvements in compliance with this Agreement shall be funded by Association dues or other funding mechanism identified by the Parks Operation Manager and approved by the City Manager or the Manager's designee (such approval not to be unreasonably withheld, conditioned or delayed). Such funding shall be contained in a segregated account to be used only for the operations and maintenance of the Parks and the City Parkland Improvements. This account shall be maintained in a federally insured institution and shall name the City as the beneficiary. Loop 360 agrees to establish this account so that the City can assume the funds contained in the account if Loop 360 breaches this Agreement and the breach cannot be cured to the City's satisfaction within 30 calendar days. The City's Controller shall have the authority to sign on behalf of the City on this account. Loop 360 shall provide information regarding the funding and use of the account each year to the Director.

D. Fees. Except as may be allowed pursuant to Section VII.E below, Loop 360, its successors and assigns, including the Association, and the Park Manager shall not charge admission fees, concession fees, rent, or other charges for use of any of the following: the Parks, the Park

Improvements, the 25 off-site parking spaces for access to Cliff Park, the on-street parking spaces on West Bridge Point Parkway for access to Preserve Park, or the public access between the parking spaces and the Parks.

E. Fees and Reservations to Prevent Overuse. If either Party believes one or both of the Parks is being overused, it shall promptly notify the other Party. If the other Party agrees that the Park or Parks is being overused, the Parties shall work in good faith to develop a mutually agreeable plan to alleviate the overuse. Such a plan may, but is not required to, include a reservation system and fees; it also may, but is not required to, establish administrative guideline regarding overuse.

F. Indebtedness. Loop 360 acknowledges that the City has provided notice of Article VIII, Section 1 of the Austin City Charter, which prohibits the payment of any money to any person who is in arrears to the City for taxes, and of § 2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed to the City.

G. Third Party Management. The City has the right to approve any management company hired or otherwise placed under contract by Loop 360 for the operation and maintenance of the Parks and the Park Improvements. Loop 360 shall provide to the City not only the name of the management company, but also the work plan, and evidence that the company is bonded and insured. The City's approval of the company will not be unreasonably withheld.

H. Permitted Activity After Dedication. After City Acceptance, if any alterations, improvements, or new construction work, including but not limited to, utilities, signage, or other recreational improvement, in the Parks by Loop 360 or its successors and assigns, including the Association, requires prior written approval from the Director, such approval shall not be unreasonably withheld, conditioned, and/or delayed. If new permits or site plan corrections are required for any alterations, improvements or new construction, PARD staff will timely and reasonably review such plans or corrections.

I. Impact on Public Access. In performing or conducting the activities described in Section VII.H above, Loop 360, its successor and assigns, including, the Association, or the Parks Operation Manager, as applicable, shall minimize the impact of such activities on the use of the Parks to the greatest extent feasible. In addition, except for routine day-to-day operation and maintenance of the Parks, Loop 360, its successors and assigns, including the Association, or the Parks Operation Manager, as applicable, shall reasonably notify and coordinate with the Director regarding these activities.

J. Non-Permitted Activities. Unless the work is authorized and completed before Loop 360 dedicates the City Parkland, if Loop 360 is conducting work that will result in a use inconsistent with the terms of this Agreement, Loop 360 shall only perform such work after the City has completed a public hearing pursuant to Texas Parks and Wildlife Code, Chapter 26, documenting that there is no feasible alternative for the work to be completed except for conducting the work in the Park or Parks. Loop 360 is responsible for providing evidence sufficient to allow the City Council the ability to make legally required findings for any Chapter 26 hearing. Loop 360 shall also comply with PARD rules and requirements regarding construction in parks, including

restoration and revegetation, route selection, general construction requirements, and laws and ordinances applicable to the construction.

K. Voluntary Maintenance by City. After City Acceptance, the City may, in its sole discretion, undertake maintenance in the Parks, repair or modify the Park Improvements, or construct additional improvements, provided the City gives at least 60 days' written notice to the Parks Operation Manager before commencement of any non-emergency repair, modification, or construction.

L. Inspections. The City retains the right to inspect construction and to exercise its rights or duties in order to ensure compliance with applicable laws in the Parks. The City shall conduct periodic and regular inspections as may be required of the Parks and the Park Improvements to ensure that applicable fire, safety and sanitation regulations and other applicable provisions contained in this Agreement or in the City Code are being adhered to by the Parks Operation Manager. The City shall notify the Parks Operation Manager of its findings, specifying any items needing attention in order to comply with applicable legal requirements.

M. Illegal Use Not Permitted. Loop 360 may not use any part of the City Parkland, the Parks, the Park Improvements, or any other building or structure situated in the Parks for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, or the City of Austin, or other lawful authority with jurisdiction over the Parks and the Park Improvements.

N. Concessions and Special Events. Concessions and special events shall not be permitted in the Parks unless in a manner mutually agreed to by the Parties. In the event the Parties agree to allow concessions or special events, the Parks Operation Manager shall comply with the Park Rules.

O. Rules and Regulations. Except for the duties and responsibilities to be performed by the Park Operations Manager, PARD shall continue to have the duty and responsibility of enforcing the City Park Rules within the City Parkland and for exercising its duties and responsibilities with respect to public health and safety. Except as otherwise may be provided this Agreement or in the PUD Ordinance, the Parks Operation Manager shall (i) comply and conform with the Park Rules, (ii) comply with all applicable laws and all applicable governmental regulations, rules and orders that may from time to time be put into effect relating to the use and operation of the Parks and/or the Park Improvements, and (iii) secure, or cooperate with the City in its securing, all applicable permits and licenses specifically required for the operation of the Parks and the Park Improvements.

P. Utilities. Loop 360 or its successors and assigns, including the Association, at its sole cost and expense, will incur the cost to provide all gas, water, sewer, electric utilities, network, and communication services for use of the Parks and the Park Improvements to the extent necessary for their safe and efficient operation as determined by the Parks Operation Manager in its reasonable discretion.

VIII. REVENUE; CAPITAL INVESTMENT; RESERVE FUNDS; REPORTS

A. Semi-Annual Reports and Right to Audit. The Parks Operation Manager shall semi-annually provide the Director with written reports detailing all funding collected by the Parks Operation Manager and all costs and expenses to which funds were applied during the applicable reporting period. Loop 360 and its successors and assigns, including the Association, and the Parks Operation Manager further agree that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all records of Parks Operation Manager related to the funding and the costs and expenses to which such funding was applied. The Parks Operation Manager shall retain all such records for a period of three years after collection of such fees or until all audit and litigation matters that the City has brought to the attention of the Parks Operation Manager are resolved, whichever is longer.

B. Segregated Account. The funds described above shall be kept in the segregated account described in Section VII.C.

IX. WARRANTIES

Upon City Acceptance of the Parks and the Park Improvements, Loop 360 shall obtain from each of its Contractors a written warranty or bond, acceptable to the City, that the Park Improvements will be free of defects for at least one-year from the date of City Acceptance for any work performed or materials supplied with respect to the Park Improvements. Each warranty or bond shall be assigned to the City, without further recourse against Loop 360. Loop 360 must provide the complete warranty or bond documents to the City.

X. DISCLAIMER OF WARRANTY; DAMAGES

A. Disclaimer. Except as expressly set forth or called for in this Agreement, neither the City nor any agent, employee, or representative of the City, makes or has made any warranties or representations of any kind or character, expressed or implied, with respect to the physical condition of the City Parkland or its fitness or suitability for any particular use.

B. Liability for Damages. Except as provided in this Agreement, the City is not responsible, under any circumstances, for any damage to property belonging to Loop 360, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers, which may be damaged, stolen, or destroyed, and Loop 360 releases City from any responsibility therefore. The City agrees that it is responsible to the exclusion of any such responsibility of Loop 360 for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

C. Repair, Reconstruction, Replacement. If the Park Improvements are damaged or destroyed by fire or any other casualty, Loop 360, its successors or assigns, including the

Association, or the Parks Operation Manager shall, within ninety (90) calendar days from the date of the damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed Park Improvements and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Park Improvements to substantially the condition they were in before the casualty. But if beginning or completing this work is prevented or delayed by war, civil commotion, acts of God, strikes, governmental restrictions or regulations, or interferences, fire or other casualty, or any other reason beyond Loop 360's control, whether similar to any of those enumerated or not, the time for beginning or completing the restoration (or both) will automatically be extended for the period of each such delay. In lieu of reconstructing the Park Improvements, the parties may agree in writing to declare this Agreement terminated.

XI. LIABILITY AND INDEMNIFICATION

A. Indemnification. LOOP 360 SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES") AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (THE "CLAIMS"), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY LOOP 360, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, INCLUDING THE ASSOCIATION (THE "LOOP 360 PARTIES"); (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE LOOP 360 PARTIES IN THIS AGREEMENT OR IN ANY LOOP 360 PROPOSAL RELATED TO THIS AGREEMENT, THE CITY PARKLAND, THE PARK IMPROVEMENTS, OR THE PARKS; AND/OR (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE LOOP 360 PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. LOOP 360'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

B. Notice of Claim. The City shall give Loop 360 written notice of a Claim asserted against an Indemnified Party. Loop 360 shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Loop 360 of any obligations in this agreement. In no event may Loop 360 admit liability on the part of an Indemnified Party without the written consent of City Attorney.

C. Indemnification by Successors and Assigns. Maintenance of the insurance required under this Agreement shall not limit Loop 360's obligations under this Article. Loop 360 shall require all successors and assigns, including the Association, to indemnify the City as provided

in this Article. Loop 360 agrees that for any work performed by a volunteer with respect to the Park Improvements within the City Parkland under this Agreement, Loop 360 will secure a Volunteer Release Form.

XII. TERMINATION, DEFAULT AND REMEDIES

A. Default and Cure In Event of Non-Material Breach. If any party fails to properly fulfill its obligations under this Agreement in a timely manner, and if such failure or violation does not constitute an imminent threat to public health and safety, the non-breaching party shall notify the other party in writing of the specific violation of the Agreement. The breaching party shall have thirty (30) calendar days from receipt of this notice in which to cure any such violations. If the violation cannot be reasonably cured within the 30 calendar days and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure the violation, then the parties may agree in writing to an extension of the period during which the violation must be cured.

B. Right to Terminate. If the breaching party has not cured any such violation as specified in the written notice within the required time, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement. This termination shall be made by sending written notice (the “**Notice of Termination**”) to the breaching party. The Notice of Termination shall be effective for all purposes when deposited in the U.S. Mail, postage prepaid and mailed Certified Mail, Return Receipt Requested.

C. Assumption. If Loop 360 defaults under this Agreement, and the default is not cured within the cure period allowed under this Agreement, or this Agreement otherwise terminates under the terms of the Agreement, upon depositing the Notice of Termination in the U.S. Mail as specified above, the City may, but is not obligated to, assume control and possession of the City Parkland, Park Improvements and/or the Parks, or any contract documents or contract rights related to construction or maintenance of the City Parkland, the Park Improvements and/or the Parks.

D. Release. Loop 360 shall be relieved of liability for any claims, injuries or losses resulting solely from negligent acts or omissions of the City, its employees or agents and for the solely negligent acts or omissions of the City arising out of the construction of the Construction Project as of the date of the expiration of this Agreement or a Notice of Termination, whichever is earlier.

E. Outstanding Financial Obligations. Any termination of this Agreement as provided in this Article shall not relieve Loop 360 from the obligation to pay any sum or sums due and payable to the City under this Agreement at the time of termination, or any claim for damages then or previously accruing against Loop 360 under this Agreement. Any such termination will not prevent the City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Loop 360 for any default under the Agreement. All the City’s rights, options, and remedies under this Agreement will be construed to be cumulative, and not one of them is exclusive of the other. The City may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement.

XIII. INSURANCE

A. Insurance Requirements. During the Term, Loop 360, its successors and assigns, including the Association, and its Contractors, at their sole cost and expense, shall obtain, provide and keep in force the Insurance Requirements attached as Exhibit C to this Agreement.

B. Subrogation. Each of the Parties releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the Insurance Requirements, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. The release made by each of the Parties pursuant to this section is conditioned upon, and will be effective only in the event of, the inclusion in each of the policies of insurance to be obtained pursuant to the Insurance Requirements (whether by the City or by Loop 360) a clause or endorsement to the effect that such release shall not adversely affect or impair the subject policy or prejudice the right of the releaser to recover under the policy. Loop 360 agrees that it will request its insurance carrier or carriers to include in its policies such a clause or endorsement. If any such clause or endorsement requires payment of an additional premium or charge, the party whose policy is affected will not be obligated to obtain such clause or endorsement, but shall notify the other party, who may elect to pay the additional premium or charge to obtain such clause or endorsement, but shall not be obligated to do so. During the Term, Loop 360 shall provide complete and current copies of all insurance documents to the City.

XIV. COMPLIANCE WITH LAWS

Except as otherwise provided in this Agreement, Loop 360, at its sole expense, shall (i) comply with all laws, statutes, orders, ordinances, rules and regulations of federal, state, county and municipal authorities (the "**Laws**") having jurisdiction over the City Parkland, the Park Improvements and/or the Parks; (ii) comply with any direction, order or citation made pursuant to law by any public officer requiring abatement of any public nuisance, which imposes any duty or obligation, or which is required by reason of a breach of any of Loop 360's obligations under this Agreement or by or through other fault of Loop 360; (iii) comply with the Insurance Requirements; (iv) without limiting the obligations of Loop 360 under clause (i) above, comply with all Laws governing, and all procedures established by the City for, the use, abatement, removal, storage, disposal or transport of any substances, chemicals or materials declared to be, or regulated as, hazardous or toxic under any applicable Laws ("**Hazardous Substances**") and any required or permitted alteration, repair, maintenance, restoration, removal or other work in or about the City Parkland, the Park Improvements and/or the Parks that involves or affects any Hazardous Substances; and (v) except in compliance with all applicable Laws relating to the storing, handling, use, removal, disposal and/or transport of Hazardous Substances, not store, use, release, produce, process or dispose in, on or about, or transport to or from the City Parkland, the Park Improvements and/or the Parks, any Hazardous Substances. Loop 360 agrees to defend, indemnify and hold the City harmless from any loss, cost, claim or expense which the City incurs or suffers by reason of Loop 360's failure to comply with its obligations under this Article.

XV. FORCE MAJEURE

A. Event of Force Majeure. Each party to this Agreement agrees to excuse the failure of another party to perform its obligations under this Agreement to the extent that failure is caused by an event of Force Majeure. Force Majeure means acts and events not within the control of the party, and which the party could not use due diligence to avoid or prevent. Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions which affect a party's cost but not its ability to perform.

B. Notice of Force Majeure. The party invoking Force Majeure shall give timely and adequate notice to the other party of the event by facsimile transmission, telephone, or e-mail, and then the party must promptly provide written notice of the Force Majeure in the manner required by this Agreement. The party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a party's performance is delayed by the event of Force Majeure, the parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.

XVI. ASSIGNMENT

Loop 360 may assign this Agreement with respect to all or part of the Parks and/or the Park Improvements to the Association, to an affiliate of Loop 360, or to a third party, so long as such affiliate or third party has demonstrated to the City's satisfaction that the third party has the financial and managerial capacity, experience, and expertise to perform the duties or obligations so assigned. Loop 360 may not fully or partially assign this Agreement to an affiliate or third party without City approval, such approval not to be unreasonably withheld. Upon an assignment or partial assignment, Loop 360, but not its successors and assigns, shall be fully released from any and all assigned obligations under this Agreement. Loop 360 shall have no liability with respect to the portion of the Agreement so assigned, but such release of liability applies only to damages, losses or claims arising from an act or omission that occurs after the assignment becomes effective. Loop 360 shall provide written and complete copies of both this Agreement and the PUD Ordinance, including all exhibits and attachments, to any such assignee prior to such assignment.

XVII. SEVERABILITY

If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts of the Agreement shall remain in full force and effect.

XVIII. NO WAIVER

If at any time either Party or their successors or assign, fail to enforce the 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.

XIX. NO RECOURSE

No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of either of the Parties, whether in office on the effective date of this Agreement or after such date, for any claim based upon the Agreement.

XX. AUTHORITY TO EXECUTE

Each Party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party, except as may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditor's rights, or, with respect to City, by governmental immunity under the Constitution and laws of the State of Texas.

XXI. AMENDMENT OF AGREEMENT

A. Amendment. This Agreement may be modified only by a writing properly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and properly executed by each of the Parties. Provided any amendment, change or extension does not increase the Agreement amount in excess of the then-current administrative authority of the City Manager, does not materially alter the obligations related to the Park Improvements, the Public Access Improvements, or the Parks, and the form of amendment is approved by the City Law Department, the City Manager or the City Manager's designee is authorized to execute any amendment to the Agreement on behalf of the City without further authorization by the City Council.

B. Not Deemed Default. If any portion of the Park Development Plans necessitates any discretionary approval, waiver, variance, modification, or adjustment from any City or other governmental board, agency, officer, director or employee or from any non-governmental board, agency, person, association, officer, director, or employee, or necessitates termination or amendment of any restrictive covenant, condition, restriction, or agreement not within the unilateral control of Loop 360 or Loop 360's successors and assigns (the "**Required Approvals**"), failure by Loop 360 or PARD to secure such approval, waiver, variance, modification, adjustment, termination, or amendment, shall not be deemed to be a default of this Agreement or failure to perform hereunder; provided, however, that in such event, Loop 360 and the City shall cooperate to revise the Park Development Plans and Loop 360 shall, as soon as reasonably practicable, submit revised Park Development Plans that are sufficient to obtain the Required Approvals.

XXII. NAMING OF CITY PARKLANDS AND PARK IMPROVEMENTS

The Parks and Park Improvements shall be named as set forth in City Code Chapter 14-1.

XXIII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire agreement between the

Parties with respect to the subject matter of this Agreement. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this Agreement, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the Term of this Agreement, or after the Term of this Agreement, shall have any legal force or effect unless properly executed in writing by the parties.

B. Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and mandatory venue for any lawsuit concerning this Agreement shall lie in the City of Austin, Travis County, Texas.

C. No Party Deemed Drafter. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

D. Notice. All official communications and notices required to be made under this Agreement shall be deemed made if sent, postage prepaid to the parties at the addresses listed below, unless otherwise specified elsewhere in this Agreement:

If to the City, to:

Parks and Recreation Department
City of Austin
Attn: Central Park Division Manager
P.O. Box 1088
Austin, Texas 78767
Email: _____

If to Loop 360, to:

Loop 360 Land, L.P. Attn: Jonathan Coon
3939 Bee Caves Road, C100
Austin, TX 78746
Email: jonathan@impossibleventures.com

with a copy to:

Jeffrey S. Howard
McLean & Howard, LLP
901 S. Mopac Expressway, Suite 2-225
Austin, Texas 78746
Email: jhoward@mcleanhowardlaw.com

E. Binding. The Parties bind themselves and their successors in interest, assigns and legal representatives to this Agreement.

F. Multiple Counterparts. The Agreement may be executed in multiple counterparts,

each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile signatures appearing on the Agreement shall be as valid and binding as original signatures.

G. Procedure in Event of Dispute. In the event of a dispute, the Parties agree to attempt a negotiated resolution prior to filing suit over the dispute. On request of either Party, an informal attempt to negotiate a resolution of the dispute shall be made. Such request shall be in writing, and shall seek a meeting between representatives of each Party within 14 calendar days after receipt of the request, or such later period as agreed by the Parties. Each Party shall provide for the meeting, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they shall proceed directly to mediation as described below. Informal negotiation may be waived by a written agreement signed by both Parties, in which event the Parties shall proceed directly to mediation as described below.

H. Mediation. The mediation shall take place in Austin, Texas. The Parties shall select a mediator within 30 calendar days of the written waiver, or within 60 calendar days of the informal negotiation meeting. The Parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute. If the time period for selecting the mediator has expired with no agreement on the mediator, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The Parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The Parties will share the costs of mediation equally.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

LOOP 360 LAND, LP

By: Loop 360 Land GP, LLC,
its General Partner

By: _____
Jonathan Coon, Manager

Date: _____

CITY OF AUSTIN, TEXAS

By: _____
Spencer Cronk, City Manager

Date: _____

REVIEWED AS TO CONTENT:
PARKS AND RECREATION DEPARTMENT

By: _____
Kimberly McNeely, Director

Date: _____

APPROVED AS TO FORM:
CITY LAW DEPARTMENT

By: _____
Mary Searcy Marrero
Assistant City Attorney

Date: _____

Attachments:

Exhibit A - Legal Description
Exhibit B – Parkland Maintenance Requirements
Exhibit C - Insurance and Bond Requirements

Exhibits

to

Parkland Improvement Agreement

Exhibit A

to

Parkland Improvement Agreement



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

144.817 ACRES
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 144.817 ACRES (APPROXIMATELY 6,308,209 SQ. FT.) IN THE A.C. CHAMPION SURVEY NO. 118, ABS. 2603, THE JAMES JETT SURVEY NO. 1, ABS. 437 AND THE JAMES SPILLMAN SURVEY NO. 2, ABS. 739, ALL IN TRAVIS COUNTY, TEXAS. BEING ALL OF A 144.817 ACRE TRACT CONVEYED TO LOOP 360 LAND, LP IN A SPECIAL WARRANTY DEED DATED MARCH 7, 2017 AND RECORDED IN DOCUMENT NO. 2017038499 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 144.817 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1" rebar found in the east right-of-way line of Coldwater Canyon Drive (80' private right-of-way width) recorded in Document No. 199900216 of the Official Public Records of Travis County, Texas and Volume 87, Pages 33A-33C of the Plat Records of Travis County, Texas, being a southwest corner of the said 144.817 acre tract, being the northwest corner of Lot 1, Block A, Coldwater Section 2, Phase C, a subdivision of record in Document No. 199900214 of the Official Public Records of Travis County, Texas, being also the southernmost corner of Lot 17, Block A, Coldwater Section 4, Phase C, a subdivision of record in Volume 102, Pages 307-309 of the Plat Records of Travis County, Texas, from which a 1/2" rebar found in the east right-of-way line of Coldwater Canyon Drive, being the west line of said Lot 17, bears with a curve to the right with a delta angle of $0^{\circ}47'45''$, an arc length of 6.42 feet, having a radius of 462.42 feet and a chord which bears North $01^{\circ}28'52''$ West, a distance of 6.42 feet;

THENCE North $25^{\circ}17'21''$ East with the west line of the said 144.817 acre tract and the east line of said Lot 17, a distance of 700.74 feet to a 1/2" rebar with "PBSJ" cap found in the east right-of-way line of Coldwater Canyon Drive, being the northernmost corner of said Lot 17;

THENCE with the east right-of-way line of Coldwater Canyon Drive and the west line of the said 144.817 acre tract, the following two (2) courses and distances:

1. North $61^{\circ}34'22''$ East, a distance of 69.38 feet to a 1/2" rebar found, from which a 60d nail found, bears South $00^{\circ}40'23''$ West, a distance of 0.18 feet;
2. With a curve to the right with a delta angle of $85^{\circ}52'39''$, an arc length of 29.98 feet, having a radius of 20.00 feet and a chord which bears South $74^{\circ}22'45''$ East, a distance of 27.25 feet to a 1/2" rebar with "PBSJ" cap found for the

Page 2 of 8

southwest termination of Bridge Point Parkway (80' public right-of-way width) recorded in Volume 87, Pages 33A-33C of the Plat Records of Travis County, Texas;

THENCE North 58°07'52" East with the termination of Bridge Point Parkway and the west line of the said 144.817 acre tract, a distance of 80.01 feet to a 1/2" rebar found for the southeast termination of Bridge Point Parkway;

THENCE with the east right-of-way line of Bridge Point Parkway and the west line of the said 144.817 acre tract with a curve to the right with a delta angle of 09°08'33", an arc length of 137.33 feet, having a radius of 860.65 feet and a chord which bears North 27°21'46" West, a distance of 137.18 feet to a 1/2" rebar found for the southernmost corner of Lot 3, Coldwater P.U.D. Section 1, a subdivision of record in Volume 87, Pages 33A-33C of the Plat Records of Travis County, Texas;

THENCE North 26°37'44" East with the west line of the said 144.817 acre tract, the east line of said Lot 3, and the east line of Lot 7, Coldwater Section 1, Phase B, a subdivision of record in Document No. 200000047 of the Official Public Records of Travis County, Texas, a distance of 791.59 feet to a 1/2" rebar found for the northwest corner of the said 144.817 acre tract, being an angle point in the east line of said Lot 7, being also the southwest corner of Lot 6, of said Coldwater Section 1, Phase B;

THENCE with the north line of the said 144.817 acre tract, the south line of said Coldwater Section 1, Phase B, the south line of Lot 1, Coldwater P.U.D. Section I, Phase A, a subdivision of record in Volume 88, Pages 242-243 of the Plat Records of Travis County, Texas and the south line of Lot 1, Coldwater P.U.D. Section III, Phase A, a subdivision of record in Volume 88, Pages 108-110 of the Plat Records of Travis County, Texas, the following two (2) courses and distances:

1. South 62°24'01" East, a distance of 1219.19 feet to a 1/2" iron pipe found;
2. South 62°22'41" East, a distance of 178.24 feet to a 1" iron pipe found for the southeast corner of said Lot 1, Coldwater P.U.D. Section III, Phase A, being the southwest corner of Lot 20, Block A, Shepherd Mountain Phase Two, a subdivision of record in Volume 86, Pages 155D-156C of the Plat Records of Travis County, Texas;

THENCE with the north line of the said 144.817 acre tract and the south line of said Shepherd Mountain Phase Two, the following three (3) courses and distances:

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1. South 61°33'21" East, a distance of 313.31 feet to a 1/2" rebar with "Chaparral Boundary" cap found;
2. South 62°56'29" East, a distance of 481.41 feet to a 1/2" iron pipe found;
3. South 62°21'40" East, a distance of 523.12 feet to a 1/2" rebar found for a northeast corner of the said 144.817 acre tract, being the northwest corner of Lot 3, Hidden Valley Phase B, a subdivision of record in Volume 85, Pages 44D-45A of the Plat Records of Travis County, Texas;

THENCE with the east line of the said 144.817 acre tract and the west line of Lot 3, of said Hidden Valley Phase B, the following six (6) courses and distances:

1. South 27°42'21" West, a distance of 126.91 feet to a chain link fence post found;
2. South 06°17'29" East, a distance of 130.00 feet to a 1/2" rebar with "Chaparral Boundary" cap set (replaces 1/2" rebar previously found);
3. South 54°43'03" West, a distance of 185.02 feet to a 1/2" rebar found;
4. South 15°17'26" East, a distance of 150.05 feet to a 1/2" rebar found;
5. South 72°13'10" West, a distance of 204.99 feet to a 1/2" rebar found;
6. South 31°11'17" West, a distance of 145.94 feet to a 1/2" rebar found for the northwest termination of Bridge Point Parkway (public right-of-way width varies) recorded in Volume 85, Pages 44D-45A of the Plat Records of Travis County, Texas, being the westernmost corner of Lot 3, of said Hidden Valley Phase B, being also the westernmost corner of Lot 2, of said Hidden Valley Phase B;

THENCE with the termination of Bridge Point Parkway and the east line of the said 144.817 acre tract, the following two (2) courses and distances:

1. South 65°42'07" West, a distance of 43.79 feet to a cotton spindle with "Chaparral Boundary" washer found;
2. North 67°55'22" West, a distance of 60.32 feet to a 1/2" rebar found for the western termination of Bridge Point Parkway, being an angle point in the north line of Lot 4, of said Hidden Valley Phase B;

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THENCE with the common line of the said 144.817 acre tract and Lot 4, of said Hidden Valley Phase B, the following six (6) courses and distances:

1. North 67°55'22" West, a distance of 40.08 feet to a 1/2" rebar found;
2. North 45°15'58" West, a distance of 205.23 feet to a 1/2" rebar found;
3. South 45°13'53" West, a distance of 125.07 feet to a 1/2" rebar found;
4. South 43°45'50" East, a distance of 75.00 feet to a 1/2" rebar found;
5. South 33°02'44" East, a distance of 410.71 feet to a 1/2" rebar found;
6. North 63°50'51" East, a distance of 170.90 feet to a 1/2" rebar with aluminum cap found in the south right-of-way line of Bridge Point Parkway, being the easternmost corner of Lot 4, of said Hidden Valley Phase B;

THENCE with the south right-of-way line of Bridge Point Parkway and the north line of the said 144.817 acre tract with a curve to the left with a delta angle of 22°12'13", an arc length of 183.95 feet, having a radius of 474.68 feet and a chord which bears South 45°53'43" East, a distance of 182.80 feet to a 1/2" rebar found for the northwest corner of Lot 5, of said Hidden Valley Phase B;

THENCE with the common line of the said 144.817 acre tract and Lot 5, of said Hidden Valley Phase B, the following five (5) courses and distances:

1. South 43°12'45" West, a distance of 93.87 feet to a 1/2" rebar found;
2. South 52°07'19" East, a distance of 360.05 feet to a 1/2" rebar found;
3. South 78°47'07" East, a distance of 622.49 feet to a cotton spindle with "Chaparral Boundary" washer set;
4. North 64°14'01" East, a distance of 51.97 feet to a mag nail with "Chaparral Boundary" washer found;
5. With a curve to the right with a delta angle of 37°01'41", an arc length of 174.49 feet, having a radius of 270.00 feet and a chord which bears North 07°33'30" West, a distance of 171.47 feet to a 1/2" rebar found in the south right-of-way line of Bridge Point Parkway, being the northeast corner of Lot 5,

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of said Hidden Valley Phase B;

THENCE with the south right-of-way line of Bridge Point Parkway and the north line of the said 144.817 acre tract, the following two (2) courses and distances:

1. With a curve to the right with a delta angle of 32°49'08", an arc length of 249.17 feet, having a radius of 435.00 feet and a chord which bears South 70°10'28" East, a distance of 245.78 feet to a 1/2" rebar found;
2. South 53°40'35" East, a distance of 99.80 feet to a 1/2" rebar found for the northwest corner of Lot 3, Hidden Valley Phase A, a subdivision of record in Volume 84, Pages 117D-118A of the Plat Records of Travis County, Texas, from which a 1/2" rebar with "CA INC" cap found in the south right-of-way line of Bridge Point Parkway, being the north line of Lot 3, of said Hidden Valley Phase A, bears South 53°40'35" East, a distance of 19.13 feet;

THENCE with the common line of the said 144.817 acre tract and Lot 3, of said Hidden Valley Phase A, the following five (5) courses and distances:

1. South 26°21'27" West, a distance of 100.75 feet to a 1/2" rebar found;
2. South 48°34'50" East, a distance of 367.98 feet to a 1/2" rebar found;
3. South 59°31'36" East, a distance of 239.96 feet to a 1/2" rebar found;
4. South 16°39'09" East, a distance of 81.58 feet to a 1/2" rebar found;
5. South 27°52'05" West, a distance of 239.98 feet to an inundated point on the "old bank of the Colorado River" as described in Volume 8389, Page 832 of the Deed Records of Travis County, Texas, Volume 11129, Page 705 and Volume 9702, Page 873 of the Real Property Records of Travis County, Texas, being a southeast corner of the said 144.817 acre tract, being a southwest corner of Lot 3, of said Hidden Valley Phase A;

THENCE with the "old bank of the Colorado River", same being the south line of the said 144.817 acre tract, the following six (6) courses and distances:

1. North 62°07'55" West, a distance of 414.14 feet to an inundated point;
2. North 70°33'55" West, a distance of 551.50 feet to an inundated point;

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3. North 77°13'55" West, a distance of 399.34 feet to an inundated point;
4. North 81°23'55" West, a distance of 481.41 feet to an inundated point;
5. South 87°22'05" West, a distance of 504.93 feet to an inundated point;
6. South 61°13'05" West, a distance of 739.69 feet to an inundated point for a southwest corner of the said 144.817 acre tract;

THENCE North 27°26'18" East leaving the "old bank of the Colorado River", with the west line of the said 144.817 acre tract, a distance of 131.64 feet to an inundated point on the east line of Lot 3, Block A, Sanctuary at Coldwater, a subdivision of record in Document No. 199900216 of the Official Public Records of Travis County, Texas;

THENCE with the common line of the said 144.817 acre tract and Lot 3, Block A, of said Sanctuary at Coldwater, the following fourteen (14) courses and distances:

1. North 50°58'24" East, a distance of 86.40 feet to an inundated point;
2. North 62°32'37" East, a distance of 187.19 feet to an inundated point;
3. North 28°39'20" West, a distance of 171.84 feet to a 1/2" rebar found;
4. North 27°55'01" East, a distance of 72.35 feet to a 1/2" rebar found;
5. South 68°55'26" West, a distance of 287.86 feet to a 1/2" rebar found;
6. South 49°18'30" West, a distance of 214.99 feet to a 3/8" rebar found;
7. With a curve to the left with a delta angle of 60°01'32", an arc length of 62.86 feet, having a radius of 60.00 feet and a chord which bears South 79°20'17" West, a distance of 60.02 feet to a 1/2" rebar found;
8. South 49°18'55" West, a distance of 206.27 feet to a 1/2" rebar found;
9. With a curve to the right with a delta angle of 33°00'10", an arc length of 97.92 feet, having a radius of 170.00 feet and a chord which bears South 65°45'36" West, a distance of 96.57 feet to a 1/2" rebar found;
10. South 82°14'50" West, a distance of 117.81 feet to a 1/2" rebar found;

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11. With a curve to the left with a delta angle of $01^{\circ}02'36''$, an arc length of 10.14 feet, having a radius of 556.61 feet and a chord which bears South $79^{\circ}29'32''$ West, a distance of 10.14 feet to a 1/2" rebar found;
12. With a curve to the left with a delta angle of $07^{\circ}53'10''$, an arc length of 76.61 feet, having a radius of 556.61 feet and a chord which bears South $77^{\circ}20'20''$ West, a distance of 76.55 feet to a cotton spindle found;
13. North $25^{\circ}15'35''$ West, a distance of 131.13 feet to a 1/2" rebar found;
14. North $25^{\circ}15'35''$ West, a distance of 9.01 feet to a mag nail with washer found for a northeast corner of Lot 3, Block A, of said Sanctuary at Coldwater, being also in the south line of Lot 2, Block A, of said Sanctuary at Coldwater;

THENCE with the common line of the said 144.817 acre tract and Lot 2, Block A, of said Sanctuary at Coldwater, the following six (6) courses and distances:

1. North $61^{\circ}30'02''$ East, a distance of 135.09 feet to an inaccessible calculated point on the face of a bluff;
2. North $61^{\circ}35'59''$ East, a distance of 129.97 feet to an inaccessible calculated point on the face of a bluff;
3. North $67^{\circ}52'05''$ East, a distance of 139.20 feet to a 1/2" rebar found;
4. North $25^{\circ}22'24''$ East, a distance of 249.98 feet to a 1/2" rebar found;
5. North $67^{\circ}07'23''$ East, a distance of 24.04 feet to a 1/2" rebar found;
6. North $51^{\circ}47'42''$ West, a distance of 626.98 feet to a 1/2" rebar found for the southeast corner of Lot 1, Block A, of said Coldwater Section 2, Phase C;

THENCE North $03^{\circ}12'14''$ West with the west line of the said 144.817 acre tract and the east line of Lot 1, Block A, of said Coldwater Section 2, Phase C, a distance of 402.83 feet to a 1/2" rebar found;

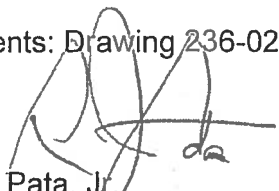
Page 8 of 8

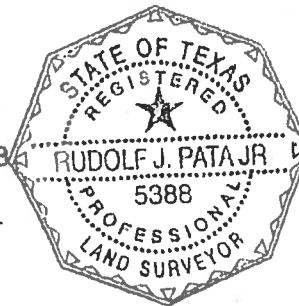
THENCE North 62°36'53" West with the south line of the said 144.817 acre tract and the north line of Lot 1, Block A, of said Coldwater Section 2, Phase C, a distance of 849.93 feet to the **POINT OF BEGINNING**, containing 144.817 acres of land, more or less.

Surveyed on the ground February 4, 2014.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from The National Geodetic Survey (NGS) on-line positioning user service (OPUS).

Attachments: Drawing 236-021-Z1.

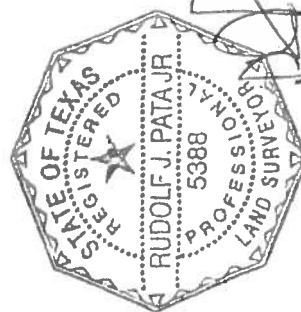
 10/23/18
Rudolf J. Pata, Jr.
Registered Professional Land Surveyor
State of Texas No. 5338
T.B.P.L.S. Firm No. 10124500



A SKETCH TO ACCOMPANY A DESCRIPTION OF 144.817 ACRES (APPROXIMATELY 6,308,209 SQ. FT.) IN THE A.C. CHAMPION SURVEY NO. 118, ABS. 2603, THE JAMES JETT SURVEY NO. 1, ABS. 437 AND THE JAMES SPILLMAN SURVEY NO. 2, ABS. 739, ALL IN TRAVIS COUNTY, TEXAS. BEING ALL OF A 144.817 ACRE TRACT CONVEYED TO LOOP 360 LAND, LP IN A SPECIAL WARRANTY DEED DATED MARCH 7, 2017 AND RECORDED IN DOCUMENT NO. 2017038499 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LEGEND	
● 1/2" REBAR FOUND (OR AS NOTED)	△ MAG NAIL WITH WASHER SET (OR AS NOTED)
CH● 1/2" REBAR WITH "CHAPARRAL" CAP FOUND	* COTTON SPINDLE FOUND
○ 1/2" REBAR WITH "CHAPARRAL" CAP SET	CH* COTTON SPINDLE WITH "CHAPARRAL" WASHER FOUND
⊙ IRON PIPE FOUND (SIZE NOTED)	⊗ COTTON SPINDLE WITH "CHAPARRAL" WASHER SET
□ INUNDATED POINT	⊙ CHAIN LINK FENCE POST FOUND
▲ MAG NAIL WITH WASHER FOUND (OR AS NOTED)	△ CALCULATED POINT
CH▲ MAG NAIL WITH "CHAPARRAL" WASHER FOUND	() RECORD INFORMATION

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	(RECORD CHORD)
C1	20.00'	85°52'39"	29.98'	S74°22'45"E	27.25'	
C2	860.65'	9°08'33"	137.33'	N27°21'46"W	137.18'	
C3	474.68'	22°12'13"	183.95'	S45°53'43"E	182.80'	
C4	270.00'	37°01'41"	174.49'	N07°33'30"W	171.47'	
C5	435.00'	32°49'08"	249.17'	S70°10'28"E	245.78'	
C6	60.00'	60°01'32"	62.86'	S79°20'17"W	60.02'	
C7	170.00'	33°00'10"	97.92'	S65°45'36"W	96.57'	
C8	556.61'	1°02'36"	10.14'	S79°29'32"W	10.14'	
C9	556.61'	7°53'10"	76.61'	S77°20'20"W	76.55'	
C10	462.42'	0°47'45"	6.42'	N01°28'52"W	6.42'	(N00°36'36"E 6.41')



10/29/18

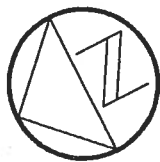
DATE OF SURVEY: 02/04/14
PLOT DATE: 10/29/18
DRAWING NO.: 236-021-Z1
PROJECT NO.: 236-021
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JDB
SHEET 1 OF 9

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983
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FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE
POSITIONING USER SERVICE (OPUS).

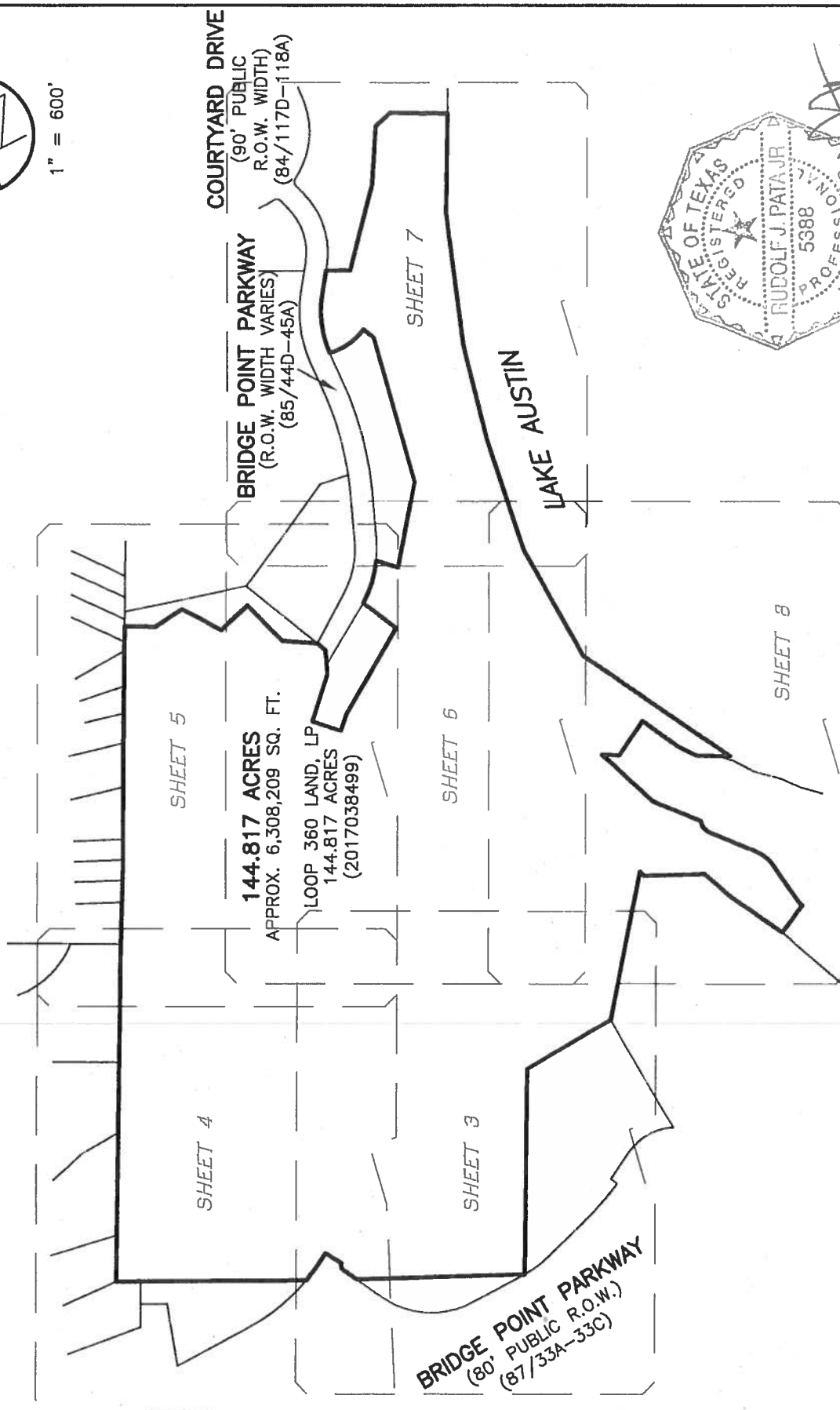
ATTACHMENTS: METES AND BOUNDS DESCRIPTION
236-021-Z1

Chaparral

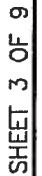
LAYOUT SHEET

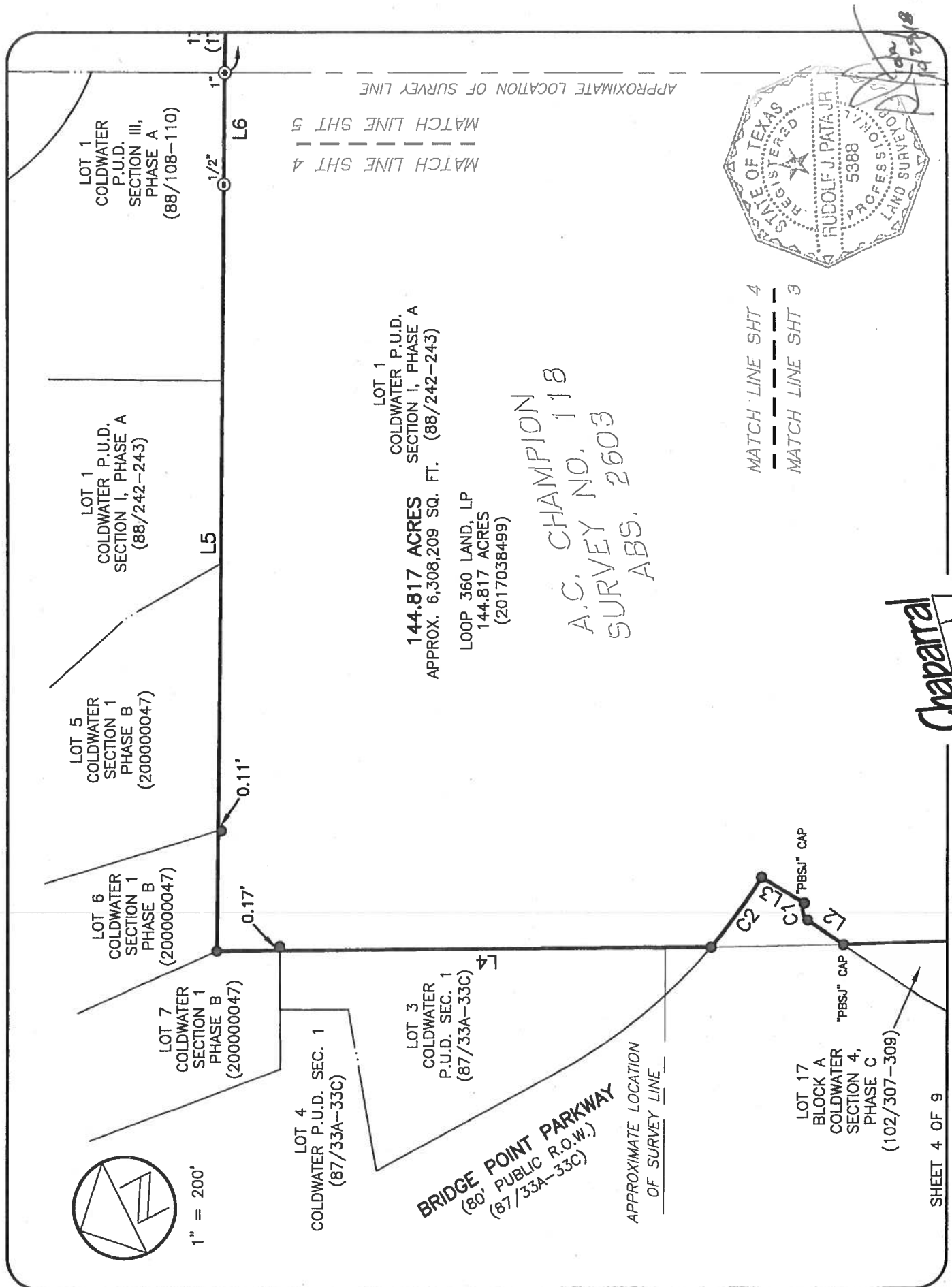


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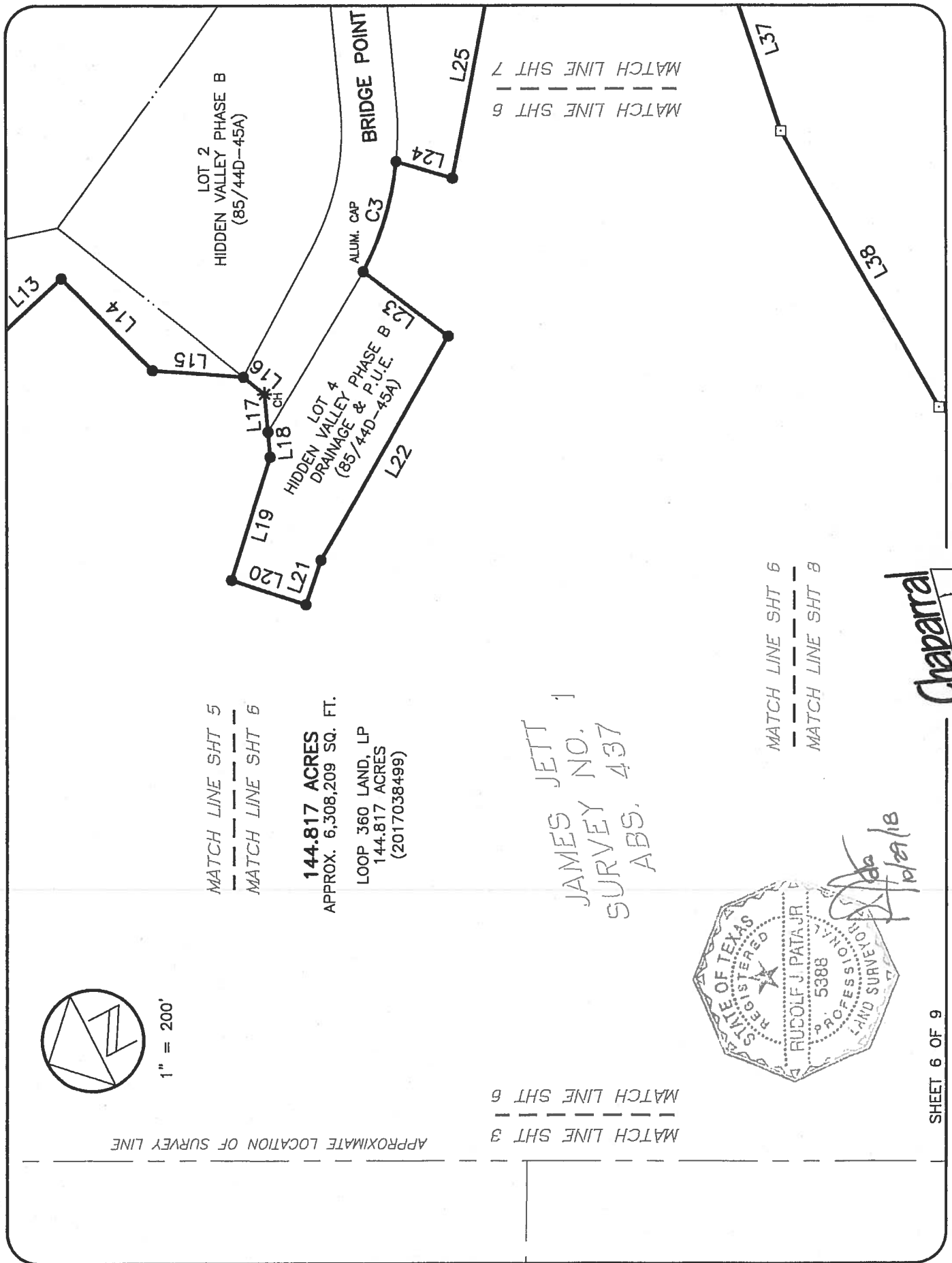


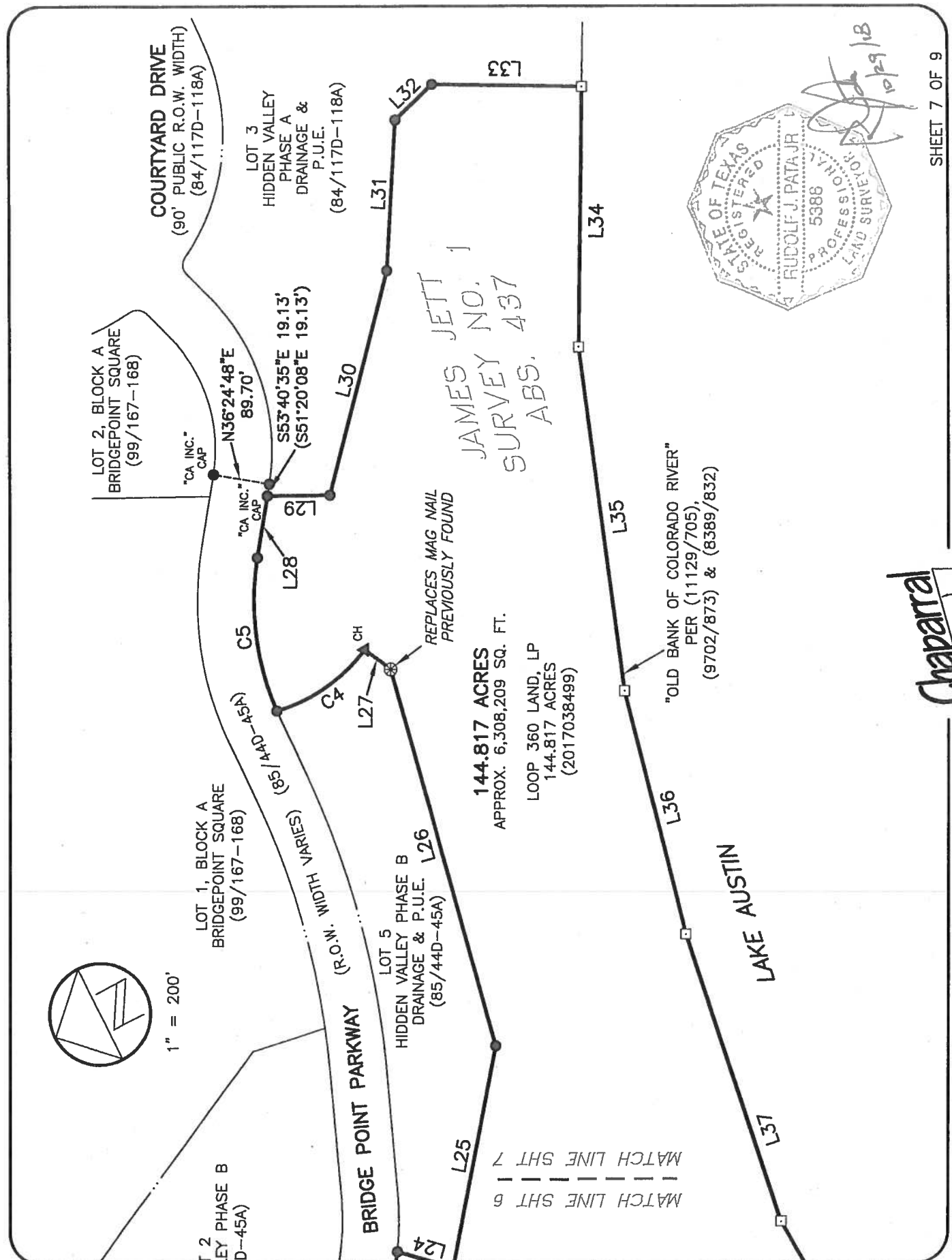
Chaparral

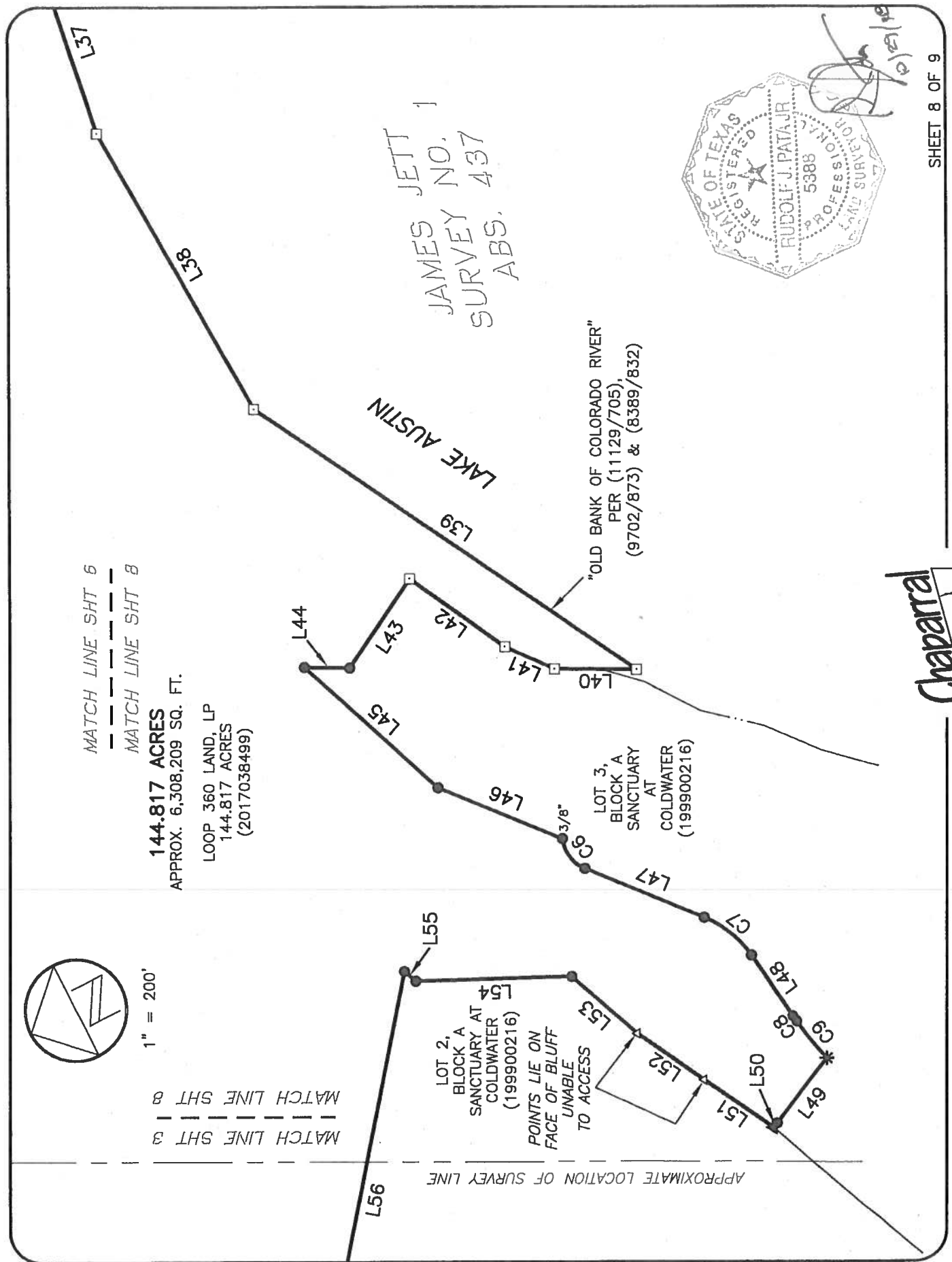






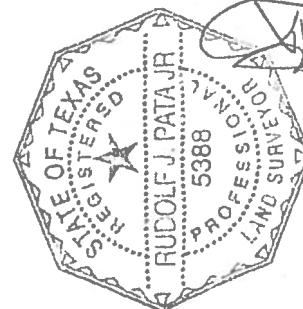






LINE TABLE		
LINE	BEARING	DISTANCE
L1	N25°17'21"E	700.74'
L2	N61°34'22"E	69.38'
L3	N58°07'52"E	80.01'
L4	N26°37'44"E	791.59'
L5	S62°24'01"E	1219.19'
L6	S62°22'41"E	178.24'
L7	S61°33'21"E	313.31'
L8	S62°56'29"E	481.41'
L9	S62°21'40"E	523.12'
L10	S27°42'21"W	126.91'
L11	S06°17'29"E	130.00'
L12	S54°43'03"W	185.02'
L13	S15°17'26"E	150.05'
L14	S72°13'10"W	204.99'
L15	S31°11'17"W	145.94'
L16	S65°42'07"W	43.79'
L17	N67°55'22"W	60.32'
L18	N67°55'22"W	40.08'
L19	N45°15'58"W	205.23'
L20	S45°13'53"W	125.07'
L21	S43°45'50"E	75.00'
L22	S33°02'44"E	410.71'
L23	N63°50'51"E	170.90'
L24	S43°12'45"W	93.87'
L25	S52°07'19"E	360.05'
L26	S78°47'07"E	622.49'
L27	N64°14'01"E	51.97'
L28	S53°40'35"E	99.80'
L29	S26°21'27"W	100.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L30	S48°34'50"E	367.98'
L31	S59°31'36"E	239.96'
L32	S16°39'09"E	81.58'
L33	S27°52'05"W	239.98'
L34	N62°07'55"W	414.14'
L35	N70°33'55"W	551.50'
L36	N77°13'55"W	399.34'
L37	N81°23'55"W	481.41'
L38	S87°22'05"W	504.93'
L39	S61°13'05"W	739.69'
L40	N27°26'18"E	131.64'
L41	N50°58'24"E	86.40'
L42	N62°32'37"E	187.19'
L43	N28°39'20"W	171.84'
L44	N27°55'01"E	72.35'
L45	S68°55'26"W	287.86'
L46	S49°18'30"W	214.99'
L47	S49°18'55"W	206.27'
L48	S82°14'50"W	117.81'
L49	N25°15'35"W	131.13'
L50	N25°15'35"W	9.01'
L51	N61°30'02"E	135.09'
L52	N61°35'59"E	129.97'
L53	N67°52'05"E	139.20'
L54	N25°22'24"E	249.98'
L55	N67°07'23"E	24.04'
L56	N51°47'42"W	626.98'
L57	N03°12'14"W	402.83'
L58	N62°36'53"W	849.93'



10/29/18

Chaparral

Exhibit B

to

Parkland Improvement Agreement

Exhibit B

Parkland Maintenance Requirements

Level One Maintenance

Level One is associated with high visitation parks and other special areas. Level One maintenance will be maintained in the Cliff Park within 25 feet of any Park Improvement or Public Access Improvement. The Level One maintenance requirements are set forth in Exhibit B-1.

Level Two Maintenance

Level Two is moderate-level maintenance associated with locations that have moderate to low levels of development or visitation. Level Two maintenance will be maintained in the Cliff Park in areas 25 feet or more from any Park Improvement or Public Access Improvement and in the Preserve Park. The Level Two maintenance requirements are set forth in Exhibit B-2.

Exhibit B-1

Level One Maintenance Requirements

Level One maintenance complies with the following standards:

- **Turf Care:** Grass height is maintained according to species and variety of grass. Mow at least once every five to seven working days but may be as often as once every three working days. Aerate turf at least two times per year: April through October. Reseed or sod as needed. Weed control practice is that no more than five percent of the surface has weeds present. Complete site edging of trees, curbs, sidewalks, light poles, electrical boxes, and buildings.
- **Fertilizer:** Adequate fertilization to plant species according to their optimal requirements. Staff base requirements on soil and tissue analysis as needed. Fertilize turf as needed or as scheduled for over-seeded facilities. Fertilize trees, shrubs, and flowers according to their individual requirements for nutrients for optimum growth.
- **Irrigation:** Sprinkler irrigated, automated systems used. The use of central irrigation control is standard. Irrigation system components are inspected on watering days on turf areas and other plant material to identify signs of stress or weakness. Total system preventative maintenance checks are completed weekly using Irrigation Inspection/Repair Checklist to ensure that the system components are operating properly. Identified problems are corrected or repaired immediately.
- **Litter Control / Graffiti:** Minimum of once per day, seven days a week. Staff will check all trash receptacles daily. Staff will pull trashcan liners if they are over half full and install new liners. Extremely high visitation may increase the frequency of park patrolling and trash removal. Receptacles should be plentiful enough to hold all trash usually generated between servicing without overflowing. Graffiti on any surface will be removed within 24 hours of the incident.
- **Pruning:** Frequency dictated by species, length of growing season, design concept also a controlling factor i.e., using clipped method vs. natural-style hedges.
- **Disease and Pest Management:** Controlling objective to anticipate and avoid public awareness of any problem. Using an integrated pest control management program, it is anticipated that pest problems will either be prevented or observed at a very early stage and corrected immediately. Weed control will be accomplished by chemical and mechanical methods on a daily or as needed basis. Depending on weed species and variety, appropriate herbicides will be applied when the weed first becomes visible and has enough leaf surface to accept the herbicide. Pre-emergent herbicides will be applied as needed to minimize weed growth in all high priority turf or decomposed granite areas. All areas will be inspected for daily insect and rodent infestations. Any pesticide application will be completed in strict accordance with Texas Department of Agriculture requirements.
- **Surfaces:** Staff will clean sidewalks and pavilions so that at no time is there an accumulation of sand, dirt, or leaves. This may be required daily. Staff will inspect trail surfaces daily for debris, erosion, and hazards. Sweeping and cleaning frequency as such that at no time does accumulation of debris distract from look or safety of the area.
- **Fountains:** Drinking fountains will be inspected daily for operation and cleanliness. Staff will remove debris as needed. Staff will clean and sanitize all drinking fountains on a daily basis.
- **Restrooms and Pavilions:** Staff will clean, sanitize, and stock all restrooms at a minimum of once per day or more frequently as needs arise. This includes floors, walls, ceilings, toilets, and urinals. Staff will inspect all plumbing fixtures, lighting, and hand dryers at a minimum of once per day. Staff will clean and inspect pavilions at a minimum of once per day. Staff will clean barbeque grills, empty trashcans, sweep the area, and clean tables on a daily basis.

- **Tree and Plant Care:** Staff will evaluate all trees and shrubs weekly for pruning as needed. Staff will prune trees according to International Society of Arboriculture (1995) and ANSI A300 Standards. All trees to be pruned of sucker growth on an as needed basis. Shrubs, groundcovers, and floral plantings will be selectively pruned to promote health, visibility, safety, and to promote the natural colors and variety of each species. Certain facilities will require seasonal color replacement. Maintenance activities are to coincide with low demand periods or to take advantage of special growing characteristics. All newly planted trees will be staked and tied to department specifications. All damaged or diseased trees will be removed and new trees installed as resources are available. Landscaped bed areas should be kept in a weed, leaf and debris-free condition.
- **Area / Security Lights and Park Signage:** All area and security lighting will be checked daily. Light pole bases and poles will be inspected weekly for indications of damage and rust. The lighting system, timer, and light fixtures will be checked weekly for operation. Signs and support frames will be inspected weekly for loose rivets, missing text, graffiti, and wear. Signs and support frames will be replaced as needed.
- **Inspections / Repairs:** A staff member to conduct inspections daily at restrooms, parking lots, sidewalks, and landscaped areas. Repairs to all elements of the design should be done immediately when problems are discovered, replacement parts and technicians are available to accomplish the job. When disruption to the public might be major and the repair is not critical, repairs should be postponed to a time period that is the least disruptive.
- **Trails:** Trail surfaces vary within the park system to include granite gravel, concrete, mulch and natural. Trail surfaces should be clear of trip hazards/holes, repaired, or replace when appearance has noticeably deteriorated.
 - **Inspection:** Conduct daily inspection.
 - **Granite Gravel Surfaces:** Resurface complete trail surface annually. Eliminate all trip hazards caused by erosion, exposed tree roots and/or rocks immediately. Maintain 15' width on all granite gravel trails annually. Import dirt or decomposed granite, compact it, and recreate a well-drained outsloped trail annually.
 - **Short Cuts:** Eliminate user created "trails" immediately as discovered.
 - **Outslope:** Maintain outslope annually to eliminate buildup of soil that prevents water flow.
 - **Gradient:** Maintain linear gradient annually of trail to be less than 10%.
 - **Pruning Vegetation:** Maintain an 8' vertical clearance throughout trail system.
 - **Signing/Mapping:** Provide adequate information to educate trail users on rules, wayfinding and mile markers.
 - **Invasive Species:** Monitor invasive species and develop a plan to eliminate all invasive species on banks of the trail.
- **Sustainability:**
 - **Recycling:** Provide receptacles to collect all types of recyclables - aluminum, plastic and paper.
 - **Irrigation:** Audit control system annually for water conservation efforts.
 - **Lighting:** Audit control system annually for electricity conservation efforts.
 - **Invasive Species:** Develop a program to monitor and remove.
 - **Chemicals:** Use only "green" chemicals for cleaning and disinfecting restrooms and surfaces.
 - **Fuels:** Use only "clean" fuels to maintain turf and structures.
 - **Pest Management:** Implement Integrated Pest Management, IPM, strategies in both interior and exterior park improvements and report chemical use on an annual basis.

Exhibit B-2

Level Two Maintenance Requirements

Level Two maintenance complies with the following standards:

- **Turf Care:** Grass height maintained according to species and variety of grass. Mowed at least once every ten to fourteen working days. Aerate turf at least once during the growing season April through October. Reseeding or sodding as needed as resources are available. Weed control practice is that no more than fifteen percent of the surface has weeds present. Mechanical and chemical methods will be used for the site edging of trees, curbs, sidewalks, light poles, electrical boxes, and buildings.
- **Fertilizer:** Applied only when plant vigor seems to be low. Low-level application done once per year. Fertilize trees, shrubs, and flowers according to their individual requirements for nutrients for optimum growth. Fertilize turf as needed during the growing season: April through October, over seeded facilities when resources are available.
- **Irrigation:** Some manual systems are present. Irrigation system components are inspected monthly on turf areas and other plant material to identify signs of stress or weakness. Total system preventative maintenance checks are completed monthly using Irrigation Inspection/Repair Checklist to ensure that the system components are operating properly. Identified problems are corrected or repaired immediately.
- **Litter Control:** Parks and facilities are patrolled a minimum of 4 times a week. Staff will check all trash receptacles 4 times a week. Staff will pull trashcan liners if they are over half full and install new liners. Receptacles should be plentiful enough to hold all trash usually generated between servicing without overflowing. Staff will clean sidewalks and pavilions monthly. Staff will inspect trail surfaces monthly for debris, erosion, and hazards. Staff will sweep parking lots and service drives on a monthly basis or as necessary. Graffiti on any surface will be removed with 3 days of the incident.
- **Pruning:** When required for health and reasonable appearance.
- **Disease and Pest Management:** Using an integrated pest control management program, it is anticipated that pest problems will either be prevented or observed at a very early stage and corrected within 2 weeks. Weed control will be accomplished by chemical and mechanical methods on a weekly or as needed basis. Depending on weed species and variety, appropriate herbicides will be applied when the weed first becomes visible and has enough leaf surface to accept the herbicide. All areas will be inspected for as needed for insect and rodent infestations on a weekly basis.
- **Surfaces:** Staff will clean sidewalks and pavilions so that at no time there is an accumulation of sand, dirt, or leaves. Sweeping and cleaning frequency as such that at no time does accumulation of debris distract from look or safety of the area.
- **Water Fountains:** Drinking fountains will be inspected daily for operation and cleanliness. Staff will remove debris as needed. Staff will clean and sanitize all drinking fountains on a weekly basis.
- **Restrooms and Pavilions:** Staff will clean, sanitize, and stock all restrooms at a minimum of four times a week. This includes floors, walls, ceilings, toilets, and urinals. Staff will inspect all plumbing fixtures, lighting, and hand dryers at a minimum of four times a week. Staff will clean and inspect pavilions weekly. Staff will clean barbeque grills weekly. Empty trashcans, sweep the area, and clean tables at a minimum of four times a week.
- **Tree and Plant Care:** Staff will evaluate all trees and shrubs monthly for pruning as needed. The frequency is primarily dictated by species and variety of trees and shrubs. The length of growing

season and design concept also a controlling factor (i.e. clipped vs. natural style hedges). Maintenance in this area is as needed to provide safety, visibility, and to ensure the health of the plant. Staff will prune trees according to International Society of Arboriculture (1995) and ANSI A300 Standards. All trees to be pruned of sucker growth on an as needed basis. Shrubs, groundcovers, and floral plantings will be selectively pruned to promote health, visibility, safety, and to promote the natural colors and variety of each species. All newly planted trees will be staked and tied to department specifications. All damaged or diseased trees will be removed and new trees installed when resources are available.

- **Area / Security Lights, and Park Signage:** All area and security lighting will be checked monthly. Light pole bases and poles will be inspected monthly for indications of damage and rust. The lighting system, timer, and light fixtures will be checked monthly for operation. Signs and support frames will be inspected weekly for loose rivets, missing text, graffiti, and wear. Signs and support frames will be replaced as needed.
- **Inspections / Repairs:** Repairs to all elements of the design should be done immediately when problems are discovered; replacement parts and technicians are available to accomplish the job. When disruption to the public might be major and the repair is not critical, repairs should be postponed to a time period that is the least disruptive. Major components of a LEVEL TWO facility should be inspected bi-weekly. This includes restrooms, playgrounds, ball fields, sports courts, parking lots, sidewalks, and landscaped areas.
- **Trails:** Trail surfaces vary within the park system to include granite gravel, concrete, mulch and natural. Trail surfaces should be clear of trip hazards/holes, repaired, or replace when appearance has noticeably deteriorated.
 - **Inspection:** Conduct weekly inspections and inspect after storm events.
 - **Granite Gravel Surfaces:** Resurface complete trail surface annually. Eliminate all trip hazards caused by erosion, exposed tree roots and/or rocks immediately. Import dirt or decomposed granite, compact it, and recreate a well-drained outsloped trail annually.
 - **Short Cuts:** Eliminate user created "trails" immediately as discovered.
 - **Outslope:** Maintain outslope annually to eliminate buildup of soil that prevents water flow.
 - **Gradient:** Maintain linear gradient annually of trail to be less than 10% .
 - **Pruning Vegetation:** Maintain an 8' vertical clearance throughout trail system.
 - **Signing/Mapping:** Provide adequate information to educate trail users on rules, wayfinding and mile markers.
 - **Invasive Species:** Monitor invasive species and develop a plan to eliminate all invasive species on banks of the trail.
- **Sustainability:**
 - **Recycling:** Provide receptacles to collect all types of recyclables - aluminum, plastic and paper.
 - **Irrigation:** Audit control system annually for water conservation efforts.
 - **Lighting:** Audit control system annually for electricity conservation efforts.
 - **Invasive Species:** Develop a program to monitor and remove.
 - **Chemicals:** Use only "green" chemicals for cleaning and disinfecting restrooms and surfaces.
 - **Fuels:** Use only "clean" fuels to maintain turf and structures.
 - **Pest Management:** Implement Integrated Pest Management, IPM, strategies in both interior and exterior park improvements and report chemical use on an annual basis.

Exhibit C

to

Parkland Improvement Agreement

EXHIBIT C

Insurance and Bond Requirements

A. General Requirements

Loop 360 shall forward certificates of insurance with the endorsements required below to the City as verification of coverage prior to commencement of any construction services hereunder, EXCEPT that Loop 360 shall have in place a policy of commercial general liability insurance meeting the requirements of this Agreement commencing on the Effective Date. To the extent that the specific endorsements referenced herein are unavailable or that equivalent endorsements are available, the substitution of equivalent endorsements will be permitted subject to the reasonable approval of the City.

Except to the extent commenced prior to the Effective Date, Loop 360 shall not commence design or construction work on the Improvements until the required insurance is obtained and has been reviewed by the City pursuant to the immediately following paragraph. Approval of insurance by the City does not relieve or decrease the liability of Loop 360 hereunder and is not a limitation of liability on the part of Loop 360.

Except to the extent commenced prior to the Effective Date, Loop 360 must submit certificates of insurance for all contractors and/or subcontractors to the City prior to the commencement of design or construction work on the Improvements and the City will review and reasonably approve the certificates, which comply with the requirements of this Agreement, within five days of receipt.

Loop 360's and all contractor's and subcontractor's insurance coverage must be written by companies licensed to do business in the State of Texas at the time the policies are issued and must be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance must contain the following information:

Attn: Director, Parks and Recreation Department
City of Austin
P. O. Box 1088
Austin, Texas 78767

The "other" insurance clause must not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in this Agreement, covering both the City and Loop 360, be considered primary coverage as applicable.

If insurance policies are not written for amounts specified in this Agreement, Loop 360, contractors and subcontractors must carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto (or to be provided a copy of the policy and endorsements for inspection in a location and under conditions reasonably acceptable to the City) and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

Loop 360 shall not cause any insurance to be canceled nor permit any insurance it is required to carry to lapse during the term of this Agreement.

Loop 360 and any contractor or subcontractor responsible for maintaining insurance shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in their respective policies. All deductibles or self-insured retentions must be disclosed on the certificate of insurance.

The City may review the insurance requirements set forth herein during the Term and may, by at least thirty (30) days' prior written notice to Loop 360, make reasonable adjustments to insurance coverages, limits, and exclusions when reasonably deemed necessary and prudent by the City based upon applicable changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company(ies) and Loop 360 (and any such changes will result in a reasonable adjustment to the payment obligations of the City).

The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of Loop 360.

B. Specific Requirements

Worker's Compensation and Employers' Liability Insurance. Coverage must be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Chapter 401 of the Texas Labor Code). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.

- (a) Policies shall apply to the State of Texas and include these endorsements in favor of the City:
 - (i) Waiver of Subrogation, Form WC420304
 - (ii) Thirty days Notice of Cancellation, Form WC420601

Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A and B.

- (a) The policy must contain the following provisions:
 - (i) Blanket contractual liability coverage for liability assumed under this contract and all contracts related to the Improvements.

- (ii) Independent contractor's coverage.
 - (iii) Products/completed operations liability for the duration of the warranty period.
- (b) The policy must also include these endorsements in favor of the City:
 - (i) Waiver of Subrogation, endorsement CG 2404
 - (ii) Thirty days notice of cancellation, endorsement CG 0205
 - (iii) The City listed as an additional insured, endorsement CG 2010

Business Automobile Liability Insurance. Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage,

- (a) The policy must include these endorsements in favor of the City of Austin:
 - (i) Waiver of subrogation, endorsement CA 0444
 - (ii) Thirty days notice of cancellation, endorsement CA 0244
 - (iii) The City listed as an additional insured, endorsement CA 2048

Property Insurance. If any of the City's property is in the care, custody or control of Loop 360, then Loop 360 shall provide property coverage on a "Causes of Loss – Special Form". The coverage must be provided on a replacement cost basis for the 100% value of the City's property. If property is being transported or stored off site by Loop 360, then transit and storage coverage must also be provided. The City shall be endorsed onto the policy as a loss payee.

Hazardous Material Insurance. If applicable, for work that involves asbestos or any hazardous materials or pollution defined as asbestos, any contractor or subcontractor responsible for such work must comply with the following insurance requirements in addition to those specified above:

- (a) Provide an asbestos abatement endorsement to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy must not exclude asbestos or any hazardous materials or pollution defined as asbestos, and must provide "occurrence" coverage without a sunset clause. The policy must provide 30 day notice of cancellation and waiver of subrogation endorsements in favor of Loop 360 and the City.
- (b) Any contractor or subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90

endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

- (c) The contractor shall submit complete copies of the policy providing pollution liability coverage to Loop 360 and the City.

Performance and Payment Bonds. In substantial compliance with the provisions of Chapter 2253 of the Texas Government Code, Loop 360 shall require its general contractor, within 30 days from and after notification of the award of the contract, and before commencement of construction of the Improvements, to furnish and deliver to the City, legally issued surety bonds in a form reasonably approved by the City, with the City and Loop 360 named as co-obligees. The furnishing and delivery of such bonds within the periods mentioned is a condition precedent to the commencement of the construction of the Improvements and, upon the failure of the general contractor to so furnish and deliver all of the same in form, tenor and execution and with sureties reasonably satisfactory to the City, no rights obtain thereunder to Contractor, no construction of the Improvements may commence or continue and, if construction has commenced without compliance with the requirements of this paragraph, all construction activities must immediately be suspended and Loop 360 will be in material default under this Agreement.

Payment Bond. Loop 360 shall require the general contractor to provide a payment bond legally issued by a surety meeting the reasonable approval of the City Law Department, in an amount not less than 100% of the total contract price of the Construction Costs, conditioned upon the prompt, full, and complete payment of all subcontractors and suppliers.

Performance Bond. Loop 360 shall require contractor to provide a performance bond legally issued by a surety meeting the reasonable approval of the City Law Department, in an amount not less than 100% of the total contract price of the Construction Costs, conditioned upon the prompt, full and complete performance by the general contractor of those covenants and agreements contained in the contract documents.

Builders' Risk Insurance. Loop 360's contractor shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by Loop 360. Loop 360 shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

Professional Liability Insurance. For work which requires professional engineering or professional survey services to meet the requirements of the Agreement, including but not limited to excavation safety systems, traffic control plans, and construction surveying, Loop 360's contractor or subcontractors, responsible for performing the professional services shall provide Professional Liability Insurance with a minimum limit of \$500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to all professional services provided in due course of the work of this Agreement.