



THOMPSON LAND ENGINEERING, LLC
Land Planning, Site Design, Subdivision Engineering

October 25, 2024

City of Austin Development Services Department
6310 Wilhelmina Delco Drive
Austin, Texas 78752

RE: North Trail Office Park (SPC-2023-0357C)
Project Summary
TLE Job No. 1774

To whom it may concern,

The North Trail Office Park is a project on over 10 acres to develop a low-profile, 3-story (partially underground) office building comprised of 113,200 square feet. No variances have been requested for this project. The property is subject to an agreement between a prior owner and the City. A copy of that agreement is attached. In particular, the agreement outlines the following with regard to a project on this property.

- a) the project is subject to the 1984 Lake Austin Watershed Ordinance (with "increased capture" added for the water quality pond volume);
- b) the project has a Hill Country Roadway Corridor setback of 25 feet; and
- c) the project has a setback from the bluff into Bull Creek of 75 feet.

An assessment of the property was conducted for "critical environmental features" (CEFs) and the only CEF identified was the bluff, the setback of which was already stipulated (see above) and which was honored with this design and with only a small amount of paving and drainage facilities being up against the setback.

Based on that agreement, we designed the site plan submitted to meet the requirements of the 1984 Lake Austin Watershed and to comply with the Hill Country Roadway Corridor and bluff setback noted above. However, please note that the owner also voluntarily included "current code," excess setbacks, and conservative design features on the site plan which are not otherwise applicable. These include the following.

- 1) The water quality pond is a bio-filtration pond and thus meets the green infrastructure rules recently adopted.
- 2) The water quality pond has been designed to include almost 10 percent additional volume over the required capture volume.
- 3) 2-year detention was noted as not required per Ordinance 960613-J but has been provided.
- 4) The detention pond is more than 15 percent larger than that required.
- 5) The detention pond releases to a flow spreading system including plantings and infiltration trenches, which is the City staff requested and most desirable flow spreading system currently employed.

Additionally, characteristics of the structure and layout that are important to note include the following.

- 1) The building is short (lower than a 2 story single family home with a pitched roof). As outlined in the zoning code, residential homes may be 35 feet in height and this building is limited to 28 feet.
- 2) The building is on the “other side” of a ridge created by TxDOT road cut, which greatly limits its visibility from Loop 360. Please see the section view on sheet 12 in the plans. The building will generally not be visible from Loop 360 which we understand to be the intention of the Hill Country Roadway Corridor rules and which we understand is the subject of the Commission Hearing.
- 3) Virtually all of the parking has been designed to be underground in order to limit the visibility of vehicles and lighting.
- 4) The total impervious cover proposed is only on the order of half of the allowed.
- 5) The building is sited over 350 feet from the nearest residential neighbor.
- 6) The required 50-foot buffer along the east property line (next to the only adjacent residential property) has been doubled to 100 feet.
- 7) Access to and from this property is strictly from Loop 360 which minimizes the impact on the surrounding neighborhoods.
- 8) TxDOT has improvements planned for Loop 360 at this property that will include a Special Use Trail. This site will also have bicycle parking spaces for tenants and others to make use of the Special Use Trail.

The nearest wastewater main available to service this project is down along Bull Creek. Given the implications of connecting to this line, the use of an On-site Sewage Facility system (septic system) was considered for an alternative to the disposal to the wastewater main. This solution was ultimately selected for the following reasons and after careful consideration of, and concurrence from, City staff.

- a) Connection to the wastewater main would require crossing the adjacent residential property (which has a relatively limited building site) and routing down the existing driveway, thus preventing access to the home for some period of time. The requirement to then dedicate an easement for this line would further restrict the already limited building area on this lot.
- b) Connecting to the wastewater main would require routing the line through the root zones of protected and heritage trees.
- c) Connection to the wastewater main would require construction on steep slopes near the creek which can be a sediment release risk to the creek.
- d) Connection to the wastewater main would require crossing Lakewood Drive which would be a likely traffic disruption for the residences in the area.
- e) Connection to the wastewater main would require crossing into the Critical Water Quality Zone of Bull Creek and tying to the line within approximately 100 feet of the centerline of the creek.
- f) Connection to the wastewater main would require work in the 100-year floodplain and the disposal of additional wastewater to a line within the 100-year floodplain.

The wastewater disposal method selected consists of primary treatment in a chamber and then the low flow release to drip lines distributed below the building. Most of this system is distant from the 75 foot setback and, should anyone be concerned about the release of treated wastewater from the field, the treated run-off from all of the drip area discharges to the water quality pond for further treatment.

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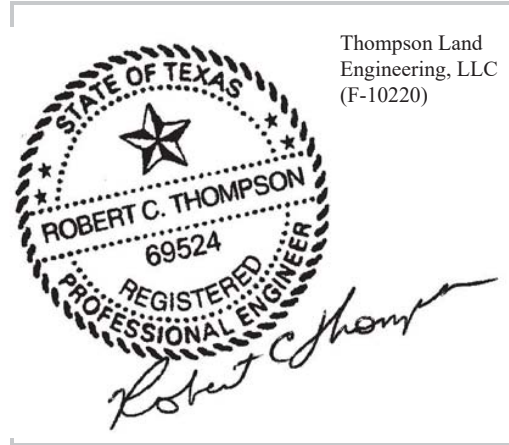
We hope that this information is helpful. Please contact me at 512-328-0002, if you have any questions.

Sincerely,

THOMPSON LAND ENGINEERING, LLC



Robert C. (Ric) Thompson, P.E.
M.S., C.F.M., C.P.E.S.C.



October 25, 2024

NO. 94-07160

JOSIE ELLEN CHAMPION,
JUANITA CHAMPION MEIER,
AND MARY MARGARET CHAMPION
ROBERSON,

PLAINTIFFS

VS.

CITY OF AUSTIN,

DEFENDANT

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IN THE DISTRICT COURT

OF TRAVIS COUNTY, TEXAS

353RD JUDICIAL DISTRICT

COMPROMISE SETTLEMENT AGREEMENT

This Compromise Settlement Agreement (Agreement) is made effective on the 13th day of June, 1996, by and between Josie Ellen Champion, Juanita Champion Meier and, Mary Margaret Champion Roberson (the Champions) and the City of Austin (the City).

In consideration of the mutual promises and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is acknowledged by the Champions and the City, the parties agree as follows:

1. For purposes of this Agreement, "the Subject Property" will be the real estate contained in Tracts 1, 2, 3, 4 and 5, such tracts being the following:

Tract 1: 153.75 acres, more or less, out of the James Jett Survey No. 1, Travis County, Texas, Travis County Plat No. 1 4218 08 18, referred to in the Application for Land Status Determination bearing City of Austin filing No. C81-87-020, the legal description of such tract contained in such application being adopted herein as if fully restated.

Tract 2: 20.59 acres, more or less, out of the James Jett Survey No. 1, Travis County, Texas, Travis County Tax Plat No. 1 4218 08 18, referred to in Application for Land Status Determination No. C81-87-021, the legal description of such tract contained in such application being adopted herein as if fully restated.

Tract 3: 49.70 acres, more or less, out of the James Jett Survey No. 1, Travis County, Texas, Travis County Tax Plat No. 1 4218 08 18, referred to in Application for Land Status Determination bearing City of Austin filing No. C81-87-022, the legal description of such tract contained in such application being adopted herein as if fully restated.

Tract 4: 9 acres, more or less, out of the T. J. Chambers Survey, Travis County, Travis County Tax Plat No. 1 3912 06 01, referred to in Application for Land Status Determination bearing City of Austin filing No. C81-87-023, the legal description of such tract contained in such application being adopted herein as if fully restated.

Tract 5: 26 acres, more or less, out of the James Jett Survey No. 1 and the Thomas Jefferson Chambers Grant, Travis County, Texas, Travis County Tax Plat No. 1 4211 04 08 (pieces being located on 13418, 14218, 14312) referred to in Application for Land Status Determination bearing City of Austin filing No. C81-87-024, the legal description of such tract contained in such application being adopted herein as if fully restated.

2. Future development of the Subject Property, insofar as such development is within the regulatory and permitting authority of the City, will be governed by the following:

a. Unless otherwise specifically provided in this Agreement, during the term of this agreement all applications relating to development of the Subject Property will be governed solely by the applicable ordinances, rules or other regulations in effect for the subject property on December 8, 1993 immediately prior to the enactment of City of Austin Ordinance No. 931209-H, (the "Bull Creek Ordinance") , including the Lake Austin Watershed Ordinances by virtue of the fact that the tracts were "legal tracts." Such development applications shall include, but not be limited to, all applications for subdivision preliminary plans and final plats, resubdivision or replats, site plans, site development permits, zoning and rezoning (only to the extent that zoning and rezoning ordinances affect lot size, lot dimensions, lot coverage or building size), and all other permits and approvals required for the development of the Subject Property, and all revisions and amendments thereto (other than applications for building or construction permits for structures intended for human occupancy or habitation, which applications will be governed by the laws, ordinances, rules or regulations adopting solely the provisions of uniform building, fire, plumbing or mechanical codes promulgated by a nationally recognized code organization or local amendments to such codes enacted solely to address imminent threats of destruction of property or injury to persons in effect as of the date of the application for the applicable building or construction permit).

b. During the term of this Agreement, it is expressly agreed that the Subject Property may be subdivided and resubdivided so that each Tract may be comprised of one or more separate tracts or lots, under the requirements of the Lake Austin Watershed Ordinance without compliance with any ordinance, rule, regulation or other permitting or approval

requirement adopted after December 8, 1993, including specifically, but without limitation, the Comprehensive Watersheds Ordinance (Ordinance No. 860508-V) as the same has been codified and amended, which ordinance was not applicable by exemption to the Subject Property on December 8, 1993, and that further resubdivisions or replatting of the Subject Property will not trigger the necessity of compliance with the Comprehensive Watersheds Ordinance or any other ordinance, regulation or rule not in effect on December 8, 1993, (except with respect to all applications for building or construction permits for structures intended for human occupancy or habitation, which applications will be governed by the laws, ordinances, rules or regulations adopting solely the provisions of uniform building, fire, plumbing or mechanical codes promulgated by a nationally recognized code organization or local amendments to such codes enacted solely to address imminent threats of destruction of property or injury to persons in effect as of the date of the application for the applicable building or construction permit).

c. During the term of this Agreement, the total amount of impervious cover that may be constructed within Tracts 1, 2 and 3, and that portion of Tract 5 not made subject to Ordinance No. 930513-R will be the maximum impervious cover permitted by the Lake Austin Watershed Ordinance and other ordinances governing such tracts prior to the enactment of the Bull Creek Ordinance, and the amount of impervious cover will not be restricted to an amount less than that permitted by those ordinances.

d. The City will not require a new boundary survey as a condition for rezoning of Tracts 1, 2 and 3.

e. During the term of this Agreement, Tracts 4 and 5 will be permitted to be developed to the maximum extent of impervious cover and building square footage permitted by the Lake Austin Watershed Ordinance and other ordinances in effect on December 8, 1993, and by zoning ordinance No. 920507-B relating to such Tract 4 and zoning ordinance No. 930513-R relating to Tract 5. The restrictive covenant entered into in connection with the enactment of Ordinance 920507-B will be and is hereby amended to delete the following provisions thereof:

"12. Owners shall construct and maintain a detention pond with a minimum volume of two acre feet on the Property. The detention pond will be lined with grasses such (as) Switchgrass and Bushy Bluestem and other appropriate native vegetation for the purpose of reducing the rate of stormwater discharge to the rate of discharge without improvements constructed on the Property"; and

"5. Disturbance of the native vegetation on hillrock and rock outcropping in and along the southern portion of the Property shall be prohibited."

The Champions or their successors in interest shall be permitted to grade the said "hill rock and rock outcropping" to the surrounding natural level.

The aforementioned restrictive covenants will be removed in exchange for the following Agreements as set forth in the Special Exceptions Ordinance, to-wit:

A. For any development on the Property, applicant shall construct properly engineered water-quality controls, including at minimum, water quality filtration ponds with full sedimentation chambers as described in the City of Austin Environmental Criteria Manual. The ponds shall be sized to capture the first one-half (.50) inch of stormwater plus one-tenth (.10) of an inch for each additional 10% of impervious cover above 20% from the contributing drainage areas of the project which include impervious

cover. In the event that any cut and fill variances necessary for the construction of these ponds are not granted, the Applicant shall not be required to comply with this subparagraph 2. e. A. Detention of the 2-year storm will not be required.

B. Any agreements, restrictions, covenants, or other legal documentation necessary to construct and maintain the water quality controls required hereby shall be reviewed by the City Law Department prior to execution, and shall include a provision requiring written City approval prior to termination or assignment.

C. Prior to the issuance of a certificate of occupancy or return of fiscal security for development on all or part of the Property, construction of the water-quality controls required hereby shall be completed, as determined by City of Austin inspection, for the portion of the subject property for which a Certificate of Occupancy or return of fiscal is requested.

f. During the term of this Agreement approvals of site plans for the Subject Property will be approved with necessary variances or other provisions reducing the set backs from Loop 360 and RR 2222 required by the Hill Country Roadways Ordinance (No. 860116-J) to twenty-five feet.

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3. The provisions of this Agreement will not be affected by any transfer or ownership of all or any part of the Subject Property. The rights and duties expressed herein will run with the land, and shall be binding upon, will be for the benefit of, will be assigned by, and will be enforceable by, the Champions and the subsequent owner(s) of the Subject Property, or any part thereof, and their respective successors and assigns.

4. In consideration for the dismissal of the claims in the lawsuit described below, during the term of this Agreement the City will not impose or require any filing, review, inspection, construction or notification fees with respect to any application for the processing or

approval of any subdivision preliminary plans and final plats, resubdivisions or replats, site plans or site development permits, zoning or rezoning for the development of the Subject Property, and all such fees are hereby expressly waived by the City.

5. During the term of this Agreement, the City will follow established regulations and procedures for any legislative actions (including, but not limited to, zoning or rezoning) related to the Subject Property to the extent that such regulations are not inconsistent with the Lake Austin Watershed Ordinance and this Agreement; provided, however, in the event any such legislative action results in requirements or conditions that are contrary to, in addition to, or in any manner inconsistent with, the provisions hereof, the owner(s) of the Subject Property, or any part thereof, may elect any one or more of the following with respect to any such ordinances, rules, regulations or other requirements sought to be imposed on the development or use of the Subject Property: (i) enforcement of any state law applicable to the development of the subject property, including without limitation, Sections 481.142, et seq., TEX. GOV'T CODE; (ii) assertion of all claims for attorneys' fees, court costs, temporary taking damages, permanent taking damages or other damages that were asserted or could have been asserted in the lawsuit described below and any such claims that may arise hereafter; and (iii) assertion of any other legal or equitable rights or claims that might exist with respect to the City's actions regarding the Subject Property.

6. Tracts 4 and 5 (excluding that portion of Tract 5 not made subject to zoning ordinance No. 930513-R). The exception granted herein shall apply to any "project" as that term is defined in Section 481.142, Texas Government Code, commenced on Tracts 4 and 5

within ten years by the filing of an application for preliminary subdivision (if applicable) and by the filing and approval of a site plan. In the event that said subdivision and site plan approval are not obtained within the ten year period, all subsequent permits for a "project" shall be governed by the Austin City Code in effect at the time of the filing of the development application.

Tracts 1, 2 and 3 and the portion of Tract 5 not made subject to zoning ordinance No. 930513-R. The exceptions granted herein shall apply to any "project" as that term is defined in Section 481.142, Texas Government Code, commenced on Tracts 1, 2 3, or that portion of Tract 5 not made subject to zoning ordinance No. 930513-R, within six years by the filing of an application for preliminary subdivision plan or any other development permit. Provided, however, that any application filed within six years will be subject to expirations contained in the Austin City Code in effect as of December 8, 1993. In the event that said development permit is not filed within the six year period, all subsequent permits for a "project" shall be governed by the Austin City Code in effect at the time of the filing of the development application.

Notwithstanding the foregoing, should the owners elect, applications filed during the first six years from the effective date of this Ordinance may be governed by the provisions of state law and the Austin City Code in effect at the time of the filing of said applications.

7. Nothing in this Agreement will prevent the City and the owner(s) of the Subject Property, or any part thereof, from making agreements regarding the development or use of the Subject Property, or any part thereof owned by such party, in addition or contrary to the

provisions hereof by agreement; provided, any such agreement must be in writing and executed by the City and the owners of the portions of the Subject Property affected thereby, and further provided that any such agreement shall expressly reference this Agreement.

8. The Champions and the City agree to submit to the Court in Cause No. 94-07160, in the 353rd District Court of Travis County, Texas, a proposed Agreed Order in the form attached hereto as Exhibit A and to request the Court to enter the Agreed Order in accordance with the settlement set forth in this Agreement.

9. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision of this Compromise Settlement Agreement and the Special Exceptions Ordinance, the parties hereto agree that the Special Exceptions Ordinance shall control.

10. The City and the Champions warrant that the parties executing this Agreement have the all requisite authority to bind the parties and are executing the Agreement within the scope of and in accordance with such authority.

11. Unless expressly stated otherwise in this Agreement, the provisions hereof are binding on all successors, agents, employees, representatives and assigns of the City and the Champions.

12. This Agreement is made in settlement of disputed claims and causes of action, and the provisions hereof are not to be construed as an admission of liability by any party, which liability is hereby denied; nor is this Agreement or any proceeding in the lawsuit between the parties to be considered as res judicata, collateral estoppel or binding in any manner on persons or entities not parties hereto or otherwise entitled to the benefits by the express provisions

hereof.

EXECUTED to be effective the 11th day of July, 1996.

Josie Ellen Champion
JOSIE ELLEN CHAMPION

Juanita Champion Meier
JUANITA CHAMPION MEIER

MARY MARGARET CHAMPION ROBERSON

CITY OF AUSTIN

By: Alice Glasco
Printed Name: ALICE GLASCO
Its: _____

STATE OF TEXAS §
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COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, appeared JOSIE ELLEN CHAMPION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on the 11th day of July, 1996, to certify which witness my hand and official seal.

Onetta Weedon
Notary Public, State of Texas
My Commission Expires: _____
Printed Name: _____

