



## STREET PATIOS

CREATED FOR COMMISSIONS



Making mobility better, together.



## The Pilot

**On March 22<sup>nd</sup>, 2012, Council initiated a pilot program located at 609 Congress Avenue (Royal Blue Grocery).(20120322-066)**

- Intended to allow both the city and the public to observe and collect data, in order to determine the feasibility of a more permanent program.
  - Because this is the first of its kind in Austin, the pilot installation would allow for citizen and downtown stakeholder feedback.
  - Safety is paramount.
-



# Examples



Figure 37. Terrasse, Montréal, Quebec.  
Credit: Alain Quevillon



Figure 43. Parallel Park, Vancouver, BC.  
Credit: VIVA Vancouver



Figure 38. Pop-Up Café, Fika, New York City, NY.  
Credit: Sam Smith



# Examples

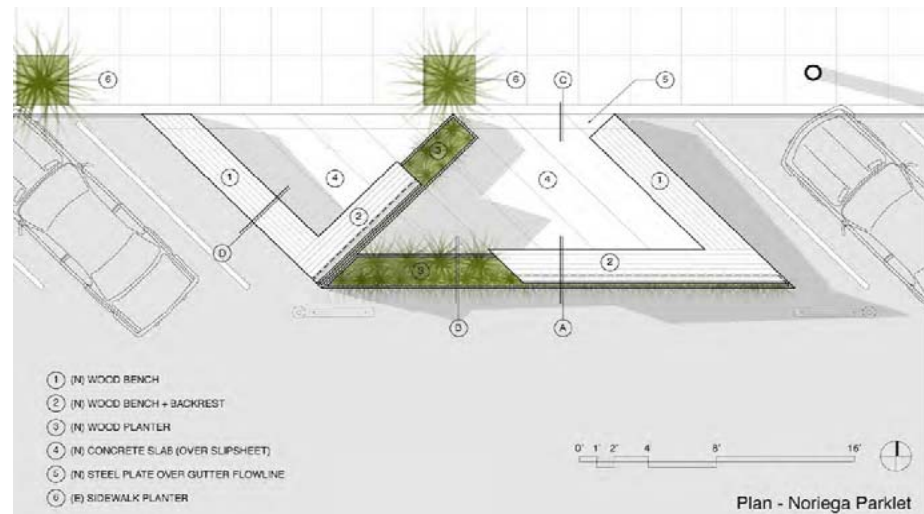


Figure 56. Plan view of Noriega parklet, San Francisco, CA.  
 Credit: Matarozzi Pelsigner Builders





Figure 119. Rendering of "active recreation parklet," Los Angeles, CA.  
Credit: Veena Samartha



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# Initiation

**Royal Blue Grocery volunteered to participate in the study, at their own cost.**

George Scariano of Royal Blue Grocery stated the contribution was in the “tens of thousands”.

Cost included:

- Material
- Labor
- Engineering
- Loss of Parking



## Observation Started - 11/17/2012

**Royal Blue Grocery spent months working with engineering professionals to present a concept that was:**

- Compliant with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS)
- Safe
- Aesthetically pleasing
- Easy to maintain



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# Peer City Review

Application & Approval Process	PORTLAND, OREGON	ASHLAND, OREGON	LOUISVILLE, COLORADO	NEW YORK, NEW YORK	SAN FRANCISCO, CALIFORNIA
a. Notification Requirements	Called on 11/28/12 Gabe Grass (503) 823-5291 Sara (503) 823-0805	Sidewalks Only. Spoke To Brenda @ (541) 488-5587	Planning Department Gavin (303) 335-4594	Sidewalks only. Called (212) 487-4104 & 4123	Nick (415) 554-5810
b. Application Fee	None		No Fee		\$225
					11 x 17 Notice Posted In Front Window For 10-days.
Agreement Type	PORTLAND	ASHLAND	LOUISVILLE	NEW YORK	SAN FRANCISCO
a. Length of Lease	Just Started Program (3) Locations		Memorial Day to Labor Day		1 Year
b. Conditions for Termination	N/A		Sending Agreement		Set Of Guidelines
c. Maintenance Plan	N/A				
d. Rental Fees/ Loss of revenue versus benefit.	\$459/ Lost Meter Revenue		No Fee		\$5 Per 25 LF, Per day
Location Considerations	PORTLAND	ASHLAND	LOUISVILLE	NEW YORK	SAN FRANCISCO
a. Utility Kiosk Access	Depends Site Specific Issues		Design was specific		Standard Clause, No Disruption of Utilities.
b. Traffic Configuration and Safety	Type II Object Marker		No Measures Taken		Non-Slip Surfaces
c. Other ROW Uses in the area	Loading Zones, Bike Corrals		Reconcile With Other ROW Uses		Reconcile With Other ROW Uses
d. Maximum Number of Spaces	None		Site Specific		2 Spaces
Design Standards	PORTLAND	ASHLAND	LOUISVILLE	NEW YORK	SAN FRANCISCO
a. Professional Plan Submittal	None		Yes, but not by engineer		None
b. Fire Safety of Design and Materials	None		Yes		None
c. Standard Design Elements	Weatherized Components		None		Use Your Imagination
Program Leasons	PORTLAND	ASHLAND	LOUISVILLE	NEW YORK	SAN FRANCISCO
	Capping Number of Installations		Public Outreach For Adjacent Property Owners		Public Outreach For Adjacent Property Owners
			Curb Height equal to Patio Height/ ADA Accessible		ADA Accessibility





# Proposed Street Patio Program

**On March 22<sup>nd</sup>, 2012, Council directed staff to research programs in peer cities, to develop recommendations for a program that would allow businesses to lease adjacent parking spaces for retail uses.(20120322-067)**

- Application Process
- Length of Lease
- Terms and Conditions
- Maintenance Plan
- Fees – Considering Revenue Replacement vs. Pedestrian Experience
- Business Notifications
- Parameters for Parking Space Candidates
  - Utilities in the area
  - Traffic Configuration
  - Other ROW uses
  - Maximum Number of Spaces Leased
- Design Standards
  - Professional Certification
  - Fire Safety of Design and Material
  - Accessibility



# Application Process

- Completed Right of Way Street Patio Application with fee (\$425).
- Provide a sketch or preamble prepared by a professional surveyor.
- Proof of property ownership (*Warranty Deed or Deed of Trust*)
- Completed Resolution (*Resolution of Corporate Authority or Corporate Authority for General Partnership or Corporate Authority for a Limited Liability Company*)  
or
- Recorded copy of the Assumed Name Records Certificate of Ownership for Unincorporated Business or Profession.
- Completed Adjacent Property Notification Form
- Provide General Commercial Liability
- Provide a conceptual drawing of the proposed Street Patio, drawn to scale, showing the full area of the café encroachment. Show all proposed furnishings and related appurtenances in relation to the existing conditions and amenities to include: building face, trees, light poles, sidewalk furnishings, parking meters, etc..
- Completion of review by applicable City Departments and Private Utility Providers.







# Length of Lease

Typical right of way leases are for one year.

- License Agreements
- Vending
- Valet





# Terms and Conditions

Staff has developed a “lease agreement” that generally addresses the following:

## Purpose and Conduct

- Encroachment may not extend outside leased area.
- Maintain ADA and TAS Standards.
- Litter and recycle containers must be provided.
- Hours of operation must align with business hours.
- No sound amplification.
- No signs or banners placed.
- No utility connections.
- No hazardous materials.
- Immediate trash removal.

## Conditions

- Must pay for repair or relocation of existing facilities.
- Successor-in-interest to the licensed or adjoining property must notify about the existence of the agreement.

## Removal or Modification of Improvements

- Licensee must pay all costs incurred if the city requires it.

## Maintenance Plan

- Must maintain area free of debris, in a timely fashion.

## Right of Entry

- The city maintains the right to enter the premises to inspect, improve, maintain, etc.

## Compliance

- If licensee fails to comply, the city may terminate agreement.

## Assignment

- The agreement cannot assign or transfer its interest in the agreement.



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# Fees

There are different ways to determine how to charge for the use of right of way. The following examples presume the conversion of two parking spaces downtown.

## Land Value – Not Metered Area

- Multiply the square footage of the encroachment times 10% of the land valuation, per square foot.
- The average square footage cost downtown is approximately \$250 per sq. ft.
  - Parking spaces are approximately 22ft x 8ft= 176 sq. ft. x 2(spaces) = 352 sq. ft.
  - 352 sq. ft. x \$250 per sq. ft. = \$88,000
  - Multiply \$88,000 x .10 = \$8,800

## Loss of Meter Revenue – Metered Parking Space

- On average, a meter is operational 74 hours per week.
- 52 weeks x 74 hours = 3,848 hours
- At \$1 per hour of service, the annual, unrealized revenue on two metered spaces removed from service would be approximately \$7,696.





# Business Notification

As part of the process, the city will require the business to send an Adjacent Property Notification Form, providing an opportunity for feedback.



## Austin Transportation Department

505 Barton Springs Road, Suite 850, Austin, TX 78704  
(512) 974-1495, Fax (512) 974-5617

### ADJACENT PROPERTY NOTIFICATION FORM

The City of Austin has received an application for an ☐ Initial ☐ Renewal Agreement/ Authorization to use the public right-of-way adjacent to your business. The request is for the activity checked below, within the area shown on the attached **exhibit**.

☐ Sidewalk Café ☐ Street Patio ☐ Vending ☐ Sidewalk Café

Please note that the improvements will remain in place until the agreement has been terminated.

If there are specific concerns, hazards and/ or activities that would violate City ordinance or cause undue hardship, please provide written comment on this form and return it to our office no later than 10 business days after receipt of this notification.

### PROPERTY OWNER/ TENANT

Please fill this section out completely, as this information will be considered by the City of Austin to determine whether or not the use indicated above will be approved or denied. If you check, "No, I disapprove", please take the time to provide additional information in the comments section below.

☐ Yes, I approve ☐ No, I disapprove

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Address)

\_\_\_\_\_  
(Phone Number)

### COMMENTS



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# Candidates for Street Patios

At this time, the city will entertain the lease of most parking spaces or other paved areas of right of way, provided that adjacent land leasers or owners have had an opportunity for input on the request. The following issues could negatively affect a Street Patio Request:

- The encroachment negatively impacts traffic.
- Poses a danger or is deemed dangerous.
- Loss of meter revenue.
- Loss of ADA accessible spaces.
- Interferes with other right of way users such as:
  - Utility companies
  - Vendors
  - Other licensed areas



# Design Standards

After meeting internally with Planning Development and Review Department staff, we've decided to not mandate typical aesthetics for Street Patios. We are however proposing the following:

- Coordinate with the Fire Department to determine if materials proposed are classified as flammable or hazardous.
- Allow Austin do what it does best and be original and unique.







## Austin Transportation Department

505 Barton Springs Road, Suite 850, Austin, TX 78704  
(512) 974-1495, Fax (512) 974-5617

### RIGHT OF WAY CAFÉ APPLICATION

#### TYPE OF SERVICE REQUESTED

☐ SIDEWALK CAFE

☐ STREETSPACE PATIO

#### LICENSED ITEMS

☐ CHAIRS # of \_\_\_\_\_

☐ PLANTERS # of \_\_\_\_\_

☐ DECKING # of \_\_\_\_\_

☐ TABLES # of \_\_\_\_\_

☐ STANCHIONS # of \_\_\_\_\_

☐ BENCHES # of \_\_\_\_\_

☐ RAILING # of \_\_\_\_\_

☐ UMBRELLA(S) # of \_\_\_\_\_

☐ OTHER - Shown on Exhibit \_\_\_\_\_

#### APPLICANT INFORMATION

Applicant Name:

Address:

City:

State:

ZIP Code:

Phone:

E-mail:

Fax:

Business Name:

#### PROPERTY DESCRIPTION OF AREA TO BE LICENSED

Parcel Number:

Survey & Abstract Number:

Lot(s)

Block:

Outlot:

Subdivision Name:

Plat Book:

Page Number:

Document Number:

County/ Records:

County

Deed Real Property

Official Public

#### LIQUOR INFORMATION

Liquor Sales: ☐ Yes ☐ No

If yes, \$1,000,000 Liquor Legal Insurance is required. Applicant shall comply with all requirements of the Texas Alcoholic Beverage

Commission. Provide the name of the license holder and the license number of the T.A.B.C. Food & Beverage permit.

License Holder Name:

Permit Number:

#### HISTORIC DESIGNATION

Historical Designation?

☐ Yes ☐ No

Historic Zoning?

☐ Yes ☐ No

Property In Historic Zoning District?

☐ Yes ☐ No

#### LANDOWNER INFORMATION

Name:

Address:

City:

State:

ZIP Code:

(If multiple owners are filing jointly – complete names and addresses must be attached for each)

#### LICENSEE INFORMATION/ TENANT (if other than Landowner)

Name:

Address:

City:

State:

ZIP Code:

Phone:

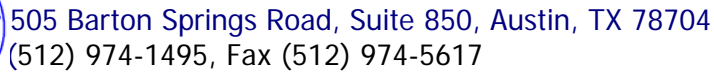
E-mail:

Fax:

The undersigned Applicant/ Landowner/ Tenant understands that processing of this application will be handled in accordance with the applicable City ordinance and the procedure for requesting license agreement; and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to license the subject area. I/ We further understand that a certified cashier's check must be present before the request will be recommended for approval.

Applicant

Landowner



## COMMENTS



## Austin Transportation Department

505 Barton Springs Road, Suite 850, Austin, TX 78704  
(512) 974-1495, Fax (512) 974-5617

### PREPARATION

Prior to starting the application process, please read and familiarize yourself with all of the associated application forms/ materials in their entirety. If you have any questions before application submittal, please call (512) 974-1150 to be directed to a permitting staff member.

### APPLICATION PROCESS

- ☐ Completed Right of Way Café Application with \$425 non-refundable processing fee (*Payable to the City of Austin*)
- ☐ Provide a certified preamble, accompanied by a sketch prepared by a surveyor currently registered with the State of Texas.
- ☐ Proof of property ownership (*Warranty Deed or Deed of Trust*)
- ☐ Completed Resolution (*Resolution of Corporate Authority or Corporate Authority for General Partnership or Corporate Authority for a Limited Liability Company*)  
or
- ☐ Recorded copy of the Assumed Name Records Certificate of Ownership for Unincorporated Business or Profession.
- ☐ Completed Adjacent Property Notification Form.
- ☐ Provide General Commercial Liability in the amount of \$500,000 or \$1,000,000 for liquor liability, naming the City of Austin as an additional insured.
- ☐ Provide a conceptual drawing of the proposed café, drawn to scale, showing the full area of the café encroachment. Show all proposed furnishings and related appurtenances in relation to the existing conditions and amenities to include: building face, trees, light poles, sidewalk furnishings, parking meters, etc...
- ☐ Completion of review by applicable City Departments and Private Utility Providers.

### CAFÉ REQUIREMENTS

- ☐ Right of Way Cafés must comply with the most current requirements under the American's with Disabilities Act.
- ☐ Right of Way Cafés, from outside the encroachment area, must maintain a minimum of 6 ft pedestrian clear zone. Additional area may be required based on the level of pedestrian activity and width of the sidewalk.
- ☐ No more than 10 tables allowed under this type of agreement.
- ☐ No furnishings shall interfere with ingress and egress of doorways.
- ☐ Unless used to establish café boundaries in conjunction with a TABC Permit, no fences, walls, partitions, planters, balustrade, barriers, signs or other objects are allowed.
- ☐ Right of way cafes along corridors having a Historical Designation requires approval from the Historical Landmark Commission. (*Areas included are along 6<sup>th</sup> Street from IH 35 to Lavaca Street, Trinity Street from 6<sup>th</sup> to 7<sup>th</sup> Street or 5<sup>th</sup> Street from Neches to Red River.*)  
or
- ☐ Right of way cafes along the following corridors requires approval from the Walk of Stars Association and Historical Society. (*Areas included are along 6<sup>th</sup> Street from IH 35 to Congress Avenue, Trinity Street from Cesar Chavez Street to 6<sup>th</sup> Street.*)

### PROCESSING

- ☐ After approval from the City, staff will prepare the Agreement, which must be signed by the landowner and tenant. Requests for renewal must be submitted no more than 60 days or less than fifteen days prior to expiration.
- ☐ Applicant will return the signed agreement with a cashier's check made out to the City of Austin based on the adjacent land value per square foot, multiplied by the square footage of the encroachment multiplied by 10%, paid annually. Annual fees may be paid up to five years in advance.



## Austin Transportation Department

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505 Barton Springs Road, Suite 850  
Austin, TX 78704  
(512) 974-1495, Fax (512) 974-5617

April 9, 2012

Attention: Property Owner / Manager  
**XXXX** Guadalupe Street  
Austin, Texas 78701

RE: **XXXX** Guadalupe Street

Dear Property Owner / Manager:

The City of Austin has received an application for a Street Patio License Agreement on the public right-of-way adjacent to the property you own or occupy at **XXXX** Guadalupe Street. The business is requesting to create a street patio within the parking spaces abutting their property, as shown in the attached **exhibit**. Please note that when they are in compliance with the City's **Café/ Patio** Ordinance and Guidelines, the improvements will remain in the parking spaces until the agreement has been terminated.

We investigate each application as submitted for compliance with the ordinance and guidelines. If there are specific concerns, hazards and/ or activities that would violate City ordinance, please provide written comment to our office no later than 10 business days after receipt of this notification. If we can provide you any additional information, please feel free to contact me at the number listed below.

Sincerely,

Joe Permit Staff  
Eng. Tech. C  
Right of Way Management Division  
Austin Transportation Department  
[joe.permitstaff@austintexas.gov](mailto:joe.permitstaff@austintexas.gov)  
(512) 974-1150



STREETSPACE LICENSE AGREEMENT  
THE STATE OF TEXAS      X

**F# LA 545-1207**  
TABC Permit No. BG754442

COUNTY OF TRAVIS                   X           KNOW ALL MEN BY THESE PRESENT:  
   X

The City of Austin, a home-rule municipal corporation located in Hays, Travis and Williamson Counties, State of Texas, (“City”) acting through its duly authorized agent the City Manager or designee, who for purposes of this Agreement is the Director of Transportation Department, City of Austin, (“Licensor”), and Congress Avenue Grocery, LLC, a Texas limited liability company, (“Licensee”), enter into this License Agreement (“Agreement”) effective upon final signature under the terms and conditions set forth below.

**WHEREAS,** Licensee desires to obtain a revocable and non-exclusive License from the City to use and occupy a portion of Congress Avenue, to permit a Pilot Program encroachment, referred to as a “Streetscape Patio”, for the purpose of using on-street parking spaces for the service of food and beverages.

**WHEREAS**, the City is willing to grant Licensee a revocable License Agreement (“Agreement”) for such purpose, under the terms and conditions of this Agreement.

**NOW, THEREFORE,** the City and Licensee agree as follows:

- 1. Premises.** The City grants Licensee the right to use 352 square feet of the “Right-of-Way”, as shown on the attached and incorporated **Exhibit A** (“Sketch”), at (“Licensed Property” or “Premises”) located at 609 Congress Avenue, Austin Texas, 78701.

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. **Terms of Payment.** Licensee agrees to pay the application fee of \$100 and an annual fee of \$200 payable to the City immediately upon the execution of this Agreement.
3. **Term.** This License Agreement shall expire one (1) year from the date of its execution.
4. **Purpose and Conduct of Use:** The Premises may be occupied and used by Licensee during the term of this Agreement for the sole purpose of constructing, installing, operating, maintaining and repairing a temporary streetscape patio for food and beverage service, consisting of decking, fencing, tables, chairs and other necessary facilities as described and depicted in Exhibit “A”, attached hereto and incorporated herein by reference. Except as specifically allowed by this agreement, Licensee shall not place, build, expand or add to any structure or other items on the Premises. In its use and occupancy of the Premises, Licensee shall strictly comply with the following requirements:

- a. Furnishings shall not extend or overhang outside of the licensed area, constitute a danger to the health or safety of a patron or the public violate any other ordinance that governs the use of public right of way, or interfere with or obstruct the public right of way.
- b. The licensed encroachment must maintain accessibility in accordance with the American with Disabilities Act (ADA) and Texas Accessibility Standards (TAS).
- c. A litter and recycle containers shall be provided, and the area shall be cleaned of all litter, refuse, and spills after each day's operation by the Licensee and at the Licensee's expense.
- d. Hours of operation shall be in conjunction with establishment business hours, Sunday through Saturday.
- e. No equipment for sound amplification shall be permitted on the patio area.
- f. Licensee shall not place or permit any signs or banners on the Premises.
- g. No utility connections shall be installed on the Premises.
- h. Licensee shall not place or permit any hazardous materials in or about the Premises.
- i. Licensee shall at its sole expense promptly remove from the Premises and any adjacent areas all trash generated by its operation of the patio facility.

**5. Patio Improvements.** Licensee shall have the right to install on the Premises patio improvements consisting of decking, fencing, tables, chairs and other necessary facilities as described and depicted in Exhibit "A", attached hereto and incorporated herein by reference. Except as specifically allowed by this agreement, Licensee shall not place, build, expand or add to any structure or other items on the Premises. Licensee shall be responsible at its sole expense for the construction, installation, operation, maintenance, repair and removal of any improvements to the Premises. Licensee acknowledges that the area covered by this license constitutes a portion of a public right-of-way and agrees that use herein permitted shall be done in compliance with all codes, ordinances and regulations.

**6. Conditions.**

- a. **Repair or Relocate Existing Facilities.** Licensee must pay all costs required to repair damage to or relocate existing Facilities, which are damaged or destroyed or need to be relocated as a result of activities under this Agreement by, or on behalf of, Licensee.
- b. **Covenant on Adjacent Land.** This Agreement, until its expiration or revocation, runs as a covenant on the land adjoining the Licensed Property; therefore, the conditions set forth herein inure to and bind each party's successors and assigns. Licensee, and its assigns, if any, must notify any immediate successors-in-interest to the Licensed Property or adjoining property about the existence of this Agreement.

- c. **Remove or Modify Improvements.** Licensee agrees to pay all costs required to remove or modify any Improvements now existing or to be replaced if the Licensors determine that the Improvements need to be removed or modified. If Licensee voluntarily removes all Improvements, Licensee must provide at least 30 days written notice to the adjoining landowners that are burdened by the Covenant. At the termination of this Agreement Licensee, at its sole expense, will remove all improvements made to the Premises and restore the public right of way to its original condition.
- d. **Maintenance.** Licensee shall maintain the Licensed Property by keeping the area free of debris and litter on an ongoing basis. Further, Licensee must timely and properly maintain all Improvements. After any installation or repair of utilities, traffic control devices, or streetlights is complete, Licensee must repair or replace any damaged Improvements such that pedestrian safety and accessibility within the Right-of-Way is reestablished within 48 hours. Licensee also agrees that upon termination of this agreement, that Licensee will remove all fixtures from the public right of way and return it to its previous condition at Licensee's own expense. Licensee further agrees that this license shall not be transferable.

- 7. **Right of Entry.** Notwithstanding any other provision of this agreement to the contrary, the City shall at all times have the right to enter the Premises to inspect, improve, maintain, alter or utilize the Premises in any manner authorized to the City. If such entry requires disturbance of any items placed upon the Premises under this Agreement, the City shall not be required to repair or replace any such disturbance. In the Exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any City installations, structures, utilities or improvements on, under, or adjacent to the Premises.
- 8. **Compliance.** If Licensee fails to comply with its obligation under this Agreement, the City may at its sole discretion terminate this Agreement as provided herein or take measures as it determines necessary to bring the Premises into compliance with the terms hereof, and the cost of any such measures shall be paid by Licensee.
- 9. **Insurance.** Licensee shall hold harmless the Licensors and its officials, agents, and employees against any expense or liability for personal injury, death, or damage to any property wherever situated, arising from Licensee's use of any portion of the above described right-of-way. Licensee shall procure, prior to use of any portion of the right-of-way under this License Agreement, and maintain throughout the term of this Agreement, (a) Commercial General Liability Insurance with a combined single limit of not less than \$500,000 and (b) \$1,000,000 insurance, so long as Licensee serves alcohol at its business, for each occurrence for bodily injury and property to include a \$500,000 aggregate for products/completed operations coverage. Such insurance shall be issued by an insurer acceptable to Licensors. A certificate of insurance shall be delivered to the Director of the Austin Transportation Department before right-of-way space is occupied

under the terms of this License Agreement, and thereafter as required under this agreement. Licensee shall be responsible for deductibles stated in the policies. All deductibles shall be disclosed on the required certificate of insurance. Actual losses not covered by insurance as required by this License Agreement shall be paid by Licensee.

Licensee shall obtain an endorsement to each affected policy:

- a. Naming the City of Austin, P.O. Box 1088, Austin, Texas 78767 as an Additional Insured.
- b. Obligating the insurance company to notify the Director of the Austin Transportation Department of the City of Austin, P.O. Box 1088, Austin, Texas 78767 of any non-renewal, cancellation, or material changes in coverage.
- c. Providing that the “other” insurance clause shall not apply to Licensor where the City of Austin is an additional insured showed on the policy. It is intended that policies required in this agreement, covering both Licensor and Licensee, shall be considered primary coverage as applicable.

The Licensor reserves the right to review insurance requirements of this section during the term of this Agreement and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the Licensor based upon changes in statutory law, court decisions, the claims history of the industry or the Licensee, or some other reasonable basis.

The Licensor shall be entitled, upon request and without expense, to review certified copies of policies, guidelines, and all endorsements thereto and to make any reasonable requests for deletion or revision or modification of particular policy terms, guideline terms, conditions, limitations or exclusions, except where policy or guideline provisions are established by law or regulation binding upon either the parties hereto or the underwriter of any such policies.

Licensee must ensure that the Director of Transportation Department receives written notice of any cancellation, non-renewal, reduction, restriction or other limitation of the insurance policy. This notice is required to be provided 30 days before any of the above actions are taken on the insurance policy. A substitute certificate of insurance evidencing equivalent substitute insurance must be received by the Director of Transportation Department prior to the date shown on the notice. All certificates must affirmatively show that the City of Austin is named as an additional insured.

**10. Termination by City.** Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the Licensor if:

1. The Improvements, or a portion of them, interfere with the City’s rights in the right-of-way;
2. Use of the right-of-way area becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the Licensor deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite 30 days written notice to Licensee, maintenance or alteration to the Improvements necessary to alleviate a danger to the public has not been made;



5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to timely payment of the annual fee.
6. Licensee's failure to provide Certificates of Insurance to the Licensor.
7. Licensee's failure to properly and timely maintain the Improvements as set out in this Agreement.

**11. Assignment.** Licensee shall not assign, sublet or transfer its interest in this Agreement under any circumstances.

**12. Notice.** Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. Notice must be sent as follows:

This license shall take effect upon the acceptance and satisfaction of the terms hereof by the named applicants for this license, as indicated by his/her signature hereon, and the filing of the same in the office of the City Manager of the City of Austin.

**LICENSEE:**

Congress Avenue Grocery, LLC, a Texas limited liability company

By: West End Grocery, LLC, a Texas limited liability company, its General Partner

\_\_\_\_\_  
SIGNATURE OF APPLICANT

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

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

THE PERSON KNOWN TO ME TO BE THE ABOVE SIGNED APPLICANT IS DULY SWORN BY ME AND STATES UNDER OATH THAT HE/SHE HAS READ THIS APPLICATION AND THAT ALL FACTS THEREIN SET FORTH ARE TRUE AND CORRECT.

SWORN TO BEFORE ME, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF TEXAS