

ORDINANCE NO. 20161215-075

AN ORDINANCE ESTABLISHING INITIAL PERMANENT ZONING FOR THE PROPERTY LOCATED AT 4205 BULL CREEK ROAD AND CHANGING THE ZONING MAP TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT ZONING.

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

PART 1. The Grove at Shoal Creek Planned Unit Development (the Grove PUD) is comprised of approximately 75.746 acres of land located at 4205 Bull Creek Road and more particularly described by metes and bounds in **Exhibit A** incorporated into this ordinance.

PART 2. The zoning map established by Section 25-2-191 of the City Code is amended to zone as planned unit development (PUD) district the property described in Zoning Case No. C814-2015-0074, on file at the Planning and Zoning Department and locally known as 4205 Bull Creek Road, in the City of Austin, Travis County, Texas, and generally identified in the map attached as **Exhibit B**.

PART 3. This ordinance, including exhibits, constitutes the land use plan for the Grove PUD created by this ordinance. Development of and uses within the Grove PUD shall conform to the limitations and conditions set forth in this ordinance and in the land use plan. If this ordinance and an attached exhibit conflicts, this ordinance controls. Except as otherwise specifically modified by this ordinance, all other rules, regulations, and ordinances of the City in effect at the time of permit application apply to development within the Grove PUD. In this ordinance, Landowner means the owner of property located within the 75.746 acres of land described in **Exhibit A**, or the owner's successors and assigns.

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 of the Grove PUD

Exhibit B. Zoning Map

Exhibit C. Land Use Plan

Exhibit D. Environmental Resource Exhibit

Exhibit E. Parks Plan and Parkland Improvement and Operations Agreement

- Exhibit F. Roadway Framework Plan
- Exhibit G. Project Design Guidelines
- Exhibit H. Tree Disposition Plan
- Exhibit I. Affordable Housing Restrictive Covenants

PART 5. Land Use.

The following conditions apply:

- A. The total square footage of all office development within the Grove PUD shall not exceed 185,000 square feet.
- B. The total square footage of all retail/commercial development within the Grove PUD shall not exceed 140,000 square feet.
- C. The maximum number of market rate residential units within the Grove PUD shall not exceed 1,515 units. The maximum number of market rate multifamily rental apartment units shall not exceed 950 units. The maximum combined number of market rate residential units, including multifamily rental apartment units, and congregate living units with a kitchen shall not exceed 1,548 units.
- D. The total square footage of a single retail/commercial tenant within the Grove PUD shall not exceed 35,000 square feet.
- E. The total square footage of all cocktail lounges within the Grove PUD shall not exceed 10,000 square feet.
- F. The Jackson Avenue extension shall provide a connection for pedestrian and bicycle access to West 45th Street.

PART 6. Open Space and Parkland.

- A. The Grove PUD shall include: (1) open space, and (2) parkland for park and recreational purposes, in accordance with **Exhibit E: Parks Plan and Parkland Improvement and Operations Agreement**. The Parkland Improvement and Operations Agreement may be amended in writing by the parties without the need to amend this ordinance.
- B. The Grove PUD shall include private greenspace and plazas, in accordance with **Exhibit E**, which shall be maintained by the Landowner or property owner's association (POA). The Landowner or POA shall enforce amplified sound restrictions within the private greenspace and plazas on the Property. Amplified sound in areas that are not fully enclosed by permanent, solid walls and a roof

shall not extend past 9:00 p.m. on Sunday through Thursday and 9:30 p.m. on Friday, Saturday or a federal holiday.

PART 7. Environmental.

A. Green Building Rating

All buildings in the Grove PUD will achieve a two star or greater rating under the Austin Energy Green Building program using the applicable rating version in effect at the time a rating registration application is submitted for the building.

B. Landscaping

1. Street trees shall be provided along Bull Creek Road and all internal roadways. Street trees shall be a minimum of three caliper inches in size, shall have an average spacing not greater than 30 feet on center, and shall be planted in a continuous planting zone at least seven feet wide. Street tree size above 1.5 caliper inches may count toward tree mitigation requirements if applicable.
2. At least 95% of all non-turf plant materials shall be included in or consistent with the City of Austin's "Grow Green Native and Adapted Landscape Plants" guide.
3. The Grove PUD shall exceed the requirements of City Code Section 25-2-1008 by irrigating 100% of the landscaped area required under Chapter 25-2, Subchapter C, Article 9 (*Landscaping*), or an equivalent landscaped area, with storm water runoff conveyed from impervious surfaces on the site.

C. Water Quality

1. The Grove PUD shall use a wet pond, green water quality controls as described in Environmental Criteria Manual (ECM) Section 1.6.7 (*Green Storm Water Quality Infrastructure*), or a combination of the two to treat at least 50% of the total water quality volume required by City Code. This requirement applies to the PUD as a whole and not on an individual subdivision or site plan basis. Each subdivision and site plan application shall document the portion of the required water quality volume treated by a wet pond or green water quality controls for both the application and the PUD as a whole.
2. If the Grove PUD includes a wet pond, make-up water shall be provided by using air conditioner condensate from commercial buildings within the PUD.

Site plans and building permits for commercial buildings shall demonstrate that air conditioner condensate shall be directed to the wet pond unless the owner of any such commercial buildings demonstrates that prior connections from other buildings within the PUD will provide at least 125% of the maximum required annual make-up water volume as calculated pursuant to ECM 1.6.6 (*Design Guidelines for Wet Ponds*). Alternative water sources may only be used for make-up water during buildout of the project. This requirement does not apply to live-work units.

3. A minimum of ten acres of impervious cover within the Grove PUD shall drain to and be treated by green water quality controls, as described in ECM Section 1.6.7 (*Green Storm Water Quality Infrastructure*), that infiltrate or reuse water, such as rain gardens and rainwater harvesting. Partial infiltration or filtration-only rain gardens may be used to meet this requirement if the site plan applicant demonstrates that the soil infiltration capacity is insufficient to allow adequate infiltration for function of the control.

D. Tree Preservation

1. The Grove PUD shall preserve a minimum of 75% of the caliper inches associated with native Protected Trees. This requirement applies to the Grove PUD as a whole and not on an individual subdivision or site plan basis. Each subdivision, site plan, and building permit application that includes a tree removal request shall demonstrate that the Grove PUD is in compliance with this requirement.
2. The site plan or subdivision applicant shall provide full tree mitigation on site, in the form of planting replacement trees, within the subdivision or site plan proposing tree removal. Trees planted in the public right-of-way adjacent to a site plan are considered to be on site for the purposes of this requirement. Payment into the tree fund is not an acceptable form of mitigation for tree removal within the Grove PUD.
3. A tree care plan, prepared by a qualified arborist, shall be provided for all preserved Protected and Heritage Trees on site, as described in **Exhibit H: Tree Disposition Plan**.
4. The Critical Root Zones of the trees identified as "Signature Grove Trees" shall be protected, as described in **Exhibit H**.
5. A mitigation rate of 100% shall be required for removal of the trees identified as tag numbers 3080, 3202, 3207, and 3232 on **Exhibit H**. A mitigation rate

of 300% shall be required for the other Heritage Trees identified to be removed on **Exhibit H**.

E. Drainage

1. Drainage analysis and flood mitigation shall be provided for the entire Grove PUD based on undeveloped conditions.
 2. The Watershed Protection Department shall choose the most effective flood mitigation option for the site, which may include onsite detention in compliance with the Drainage Criteria Manual, participation in the Regional Stormwater Management Program (RSMP), or a combination of partial on-site detention and corresponding partial participation in RSMP. The selected flood mitigation option shall be required to demonstrate no downstream adverse impact to the confluence of Shoal Creek with Lady Bird Lake. The downstream impact analysis shall be performed and the flood mitigation option selected for the entire PUD property in conjunction with the first development permit submitted for the site.
 3. No surface runoff from the 100-year frequency storm from areas outside of the 35-foot setback on Tract E, as shown on **Exhibit C**, shall be allowed to drain to the adjacent existing residential development.
 4. The drainage system within the Grove PUD shall be designed to intercept, contain, and transport all runoff from the 100-year frequency storm.
- F. Educational signage approved by the Watershed Protection Department shall be installed at the wetland Critical Environmental Feature.
- G. An integrated pest management (IPM) plan that complies with Section 1.6.9.2 (D) and (F) of the ECM shall be submitted for approval with each site plan or single-family residential subdivision application. The Landowner or POA shall provide copies of the IPM plan to all property owners within the Grove PUD.
- H. The wetland protection methods described in **Exhibit D: Environmental Resource Exhibit**, including the proposed wetland setback and mitigation measures, are approved pursuant to Section 25-8-282.
- I. The bicycle and pedestrian bridge crossing Shoal Creek shall completely span Shoal Creek with no in-channel supports. The bridge and supports will be located completely outside the 100-year floodplain and erosion hazard zone as defined by

the City of Austin Drainage Criteria Manual Appendix E – Criteria for establishing an Erosion Hazard Zone.

PART 8. Affordable Housing Program.

In this Part 8, MFI means median family income for the Austin metropolitan statistical area, as determined annually by the United States Department of Housing and Urban Development. In order to meet the City's affordable housing goals and to ensure long-term affordability, the Landowner agrees to the following:

A. Multifamily Rental Housing.

At least 11.85% of the total number of multifamily rental housing development units located within the Grove PUD will be set aside for occupancy by households with incomes at 60% of or below the MFI, for a rental affordability period of forty years from the date the certificate of occupancy is issued. An additional 1.6% of the total number of multifamily rental housing development units located within the Grove PUD will be set aside for occupancy by households with incomes at 80% of or below the MFI for a rental affordability period of forty years from the date the certificate of occupancy is issued. Collectively, the 13.45% set aside under this section constitutes the "Affordable Rental Units". In addition, the Landowner agrees to comply with the following:

1. Each lot sold or developed for multifamily development use that will include Affordable Rental Units shall be subject to a restrictive covenant using a form shown in **Exhibit I: Affordable Housing Restrictive Covenants** and recorded at the time of sale or development in the official public records of the county where the Affordable Development is located. The form of the restrictive covenant may be revised by agreement of the Director of Neighborhood Housing and Community Development (NHCD) and the Landowner.
2. At least 50% of the Affordable Rental Units must contain 2 or more bedrooms, and shall have the same minimum average unit size as the market rate units located in the same building.
3. Income qualifications and rents must comply with NHCD compliance guidelines. Compliance with the Affordable Housing Requirements will be monitored by NHCD.

B. Owner-occupied Housing.

At least 7.9% of the total number of units sold as owner-occupied residential housing units located within the Grove PUD will be made permanently available at

a price affordable to households with incomes at 80% of or below MFI. The 7.9% set aside under this section constitutes the "Affordable Ownership Units". In addition the Landowner agrees to comply with the following:

1. The Affordable Ownership Units shall have substantially similar architectural design and restrictions as other residential units offered for sale to the general public.
 2. At least 50% of the Affordable Ownership Units must contain 2 or more bedrooms, and shall have the same minimum and average unit size as the market rate units located in the same building.
 3. Income qualifications and mortgage payment amounts must comply with NHCD compliance guidelines. Compliance with the Affordable Housing Requirements will be monitored by NHCD.
 4. Affordable Ownership Units must:
 - a. Be sold to an income eligible household at 80% of or below MFI;
 - b. Include resale restrictions that require that resale of the affordable unit must be to a household at 80% of or below MFI;
 - c. Contain restrictions that will cap the equity that can be achieved upon resale of the affordable unit to maintain the unit's long term affordability in accordance with NHCD guidelines;
 - d. Contain a Right of First Refusal to AHFC or other entity designated by the City. The right of first refusal must be assignable to an income-qualified buyer to ensure long term affordability; and
 - e. Be subject to a restrictive covenant using a form shown in **Exhibit I: Affordable Housing Restrictive Covenants** and recorded at the time of sale in the official public records of the county where the Affordable Ownership Unit is located.
- C. The Landowner shall file a written report with the Director of NHCD including the number and location of each Affordable Ownership Unit and each Affordable Rental Unit within the Grove PUD. The initial report shall be filed not later than 15 calendar days following the date a plat or site plan within the Grove PUD is recorded and shall be updated every six months until the Grove PUD is complete.

- D. NHCD shall monitor compliance with the requirements of this ordinance through annual audits.
- E. The Grove PUD has been certified for S.M.A.R.T. Housing and is eligible, if compliant with this ordinance, for a waiver of 100% of the eligible development fees under City Code Chapter 25-1, Article 15 (*S.M.A.R.T. Housing*). The Landowner will not request and will not be granted impact fee exemption under City Code Section 25-9-347 (*Exemption for Certain Affordable Housing*).
- F. The incentive amount necessary for the Landowner to achieve the affordable housing in this ordinance is \$13,150,000.00 (the "Incentive Amount"). The Landowner will recover a portion of the Incentive Amount through S.M.A.R.T. Housing waiver of development fees. The Landowner will recover the remaining portion of the Incentive Amount through payments from the City property taxes collected from the Grove PUD property above the City property taxes collected in 2016, or other lawful funding mechanism.
- G. The City and Landowner will enter into an Affordable Housing Agreement, approved by City Council, to document how the Incentive Amount will be calculated and paid. The Incentive Amount may not be paid unless the affordable housing requirements in this ordinance are met.
- H. The Landowner agrees and the City Council intends that the Landowner participate in any employer assisted housing program that emphasizes assistance to employees who are in households with incomes that range from 40% to 60% of or below the MFI if created by an employer located within a two mile radius of the Grove PUD. For purposes of this subsection, the Landowner's obligation to participate does not mean financial contributions to the program.

PART 9. Transportation.

- A. Transportation network improvements through street construction, traffic signals, pedestrian hybrid beacons, and pedestrian and bicycle facilities, as described in the most recent, approved Traffic Impact Analysis Memorandum on file in the City File No. C814-2015-0074, shall be funded and constructed by the Landowner.
- B. Bicycle facilities, including bike storage and trails, shall be funded and constructed by the Landowner within the Grove PUD as shown in **Exhibit C**.
- C. Development within the Grove PUD shall provide private street cross sections that will meet the intent and purposes of providing context-sensitive design through the proposed **Exhibit G: Project Design Guidelines**.

- D. The Landowner shall post fiscal security for the construction of a bicycle and pedestrian bridge crossing Shoal Creek, as described in **Exhibit C**. If construction of the bridge has not commenced within 7 years of the effective date of this Ordinance, the fiscal shall be transferred to the City and shall be used for pedestrian and bike improvement within 0.5 mile of the Rosedale neighborhood boundaries.
- E. Notwithstanding the approved Traffic Impact Analysis (TIA) or approved TIA Memorandum in City File No. C814-2015-007, trip generation from uses within the Grove PUD shall be allowed up to (1) 23,000 unadjusted average daily trips, (2) 1,470 unadjusted AM peak hour trips, and (3) 2,030 PM peak hour trips, all according to current Institute of Transportation Engineers generation rates.
- F. The Landowner shall comply with an off-site sidewalk and traffic calming program (Traffic Program).
1. Prior to approval of the first site development permit within the Grove PUD, the Landowner shall contribute a maximum amount of \$400,000 to a fund established by the City to implement the Traffic Program. The Traffic Program shall be reviewed jointly by the City, the Landowner, and the Bull Creek Road Coalition (BCRC), or successor organization, and approved by the City.
 2. The Traffic Program may include public sidewalks, traffic calming measures, and other appropriate traffic improvements at locations within Allandale and Highland Park West Balcones Area north of the Grove PUD, Oakmont Heights west of the Grove PUD, Ridgelea and Bryker Woods south of the Grove PUD, and Rosedale east of the Grove PUD (collectively, the "BCRC Area") contingent on the feasibility and approval of Traffic Program improvements by the City, Landowner, and the respective Neighborhood Association(s). A tentative list of improvements requested by the BCRC to be considered for feasibility review in the Traffic Program improvements has been provided to City staff.
 3. Approved Traffic Program improvements shall be constructed by the Landowner within the BCRC area at cost during build-out of the Grove PUD. The Landowner's obligation to pay for such costs shall be limited to its \$400,000 maximum contribution. The City shall be responsible for securing and paying for all utility relocations, right-of-way and easement acquisitions, and permitting associated with the Traffic Program improvements.

4. The City may contribute an amount not to exceed \$900,000 to provide supplemental funding to implement the Traffic Program. Notwithstanding section F.1. above, any money contributed by the City to fund the Traffic Program shall be evaluated using the City's prioritization process for sidewalk and traffic calming projects.
- G. The Landowner shall comply with a Transportation Demand Management (TDM) program approved by the Director of the Austin Transportation Department (ATD) to reduce vehicular trips to and from the Grove PUD. The TDM program may implement both on-site and off-site demand measures. The TDM program will be applicable and enforceable against the Landowner. The deadline for submission of the TDM plan is prior to approval of the first site development permit on the Grove PUD property.
1. The TDM program shall establish on-site demand management measures and strategies to achieve a 22% reduction in the unadjusted daily trips approved for the project, a 26% reduction in the unadjusted A.M. peak hour trips approved for the project, and a 32% reduction in the unadjusted P.M. peak hour trips approved for the project.
 2. The trip rates for the site shall be monitored and reported to the Director of ATD on a quarterly basis, for a period for five (5) years once permitted development within the Grove PUD reaches 7,500 calculated unadjusted trips per day and a minimum of 10% of the total non-residential land uses have been permitted. Means and methodology for conducting traffic counts shall be submitted by the Landowner and approved by the Director of ATD.
 3. If the Landowner or POA fails to meet the trip reductions (calculated by multiplying the percentages provided in G.1. with the unadjusted trips in G.2.) in the TDM program for three consecutive quarters, the Landowner or POA shall make a quarterly mitigation payment to the City each quarter until the development within the Grove PUD is in compliance with G.1. The mitigation payment shall not exceed \$18,750 per quarter, up to a maximum of \$75,000 total, and shall be used to offset the costs to implement additional on-site TDM measures at the direction of ATD. The City shall place the mitigation payments in a fund established by the City.
- H. The Landowner shall construct a public pedestrian and bicycle connection between the Grove PUD and 45th Street at or near the corner of West 45th and Chiappero Trail. This connection shall be no wider than necessary for pedestrian and bicycle

access. Landowner shall provide a pedestrian hybrid beacon at this location to facilitate pedestrian and bicycle crossing at West 45th Street.

PART 10. Public Art.

The Grove PUD will participate in the Art in Public Places program. The Landowner or POA will develop a Public Art Plan that will consist of a minimum of three (3) significant art pieces. A minimum budget of \$60,000 shall be spent on public art within the Grove PUD. The Landowner or POA will consult with and consider the City's Art in Public Places (AIPP) program for implementing this program.

PART 11. Code Modifications. In accordance with Chapter 25-2, Subchapter B, Article 2, Division 5 (*Planned Unit Development*) of the Code, the following site development regulations apply to the Grove PUD instead of otherwise applicable City regulations:

A. General

1. Section 25-1-21(45) (*Definition of Gross Floor Area*) is modified to provide that this term excludes parking structures.
2. Section 25-1-21(104) (*Definition of Site*) is modified to provide that a site in the Grove PUD may cross a public street or right-of-way.
3. Section 25-1-602(A) (*Dedication of Parkland*) and Section 25-4-211 (*Parkland Dedication*) are modified to provide that the subdivider or site plan Landowner shall provide for parkland for park and recreational purposes under the terms of **Exhibit E**.

B. Zoning.

1. Section 25-2-492 (*Site Development Regulations*) shall be replaced by **Exhibit C**.
2. Section 25-2-1006(A) (*Visual Screening*) is modified so that water quality or storm water drainage facilities that serve as an amenity are not features that must be partially or periodically obscured from view from the street.
3. Section 25-2-1006(C) (*Visual Screening*) is modified so that it shall not apply between uses or sites that are both located within the Grove PUD boundaries. Section 25-2-1006(C) shall still apply at the boundaries of the Grove PUD.

4. Subsection 3.2.3.D. (*Nonresidential Uses*) of Chapter 25-2, Subchapter B, Article 2, Division 5, Subpart C (*Planned Unit Development Regulations*), is modified to provide that the minimum front yard and street side yard setbacks shall not apply within the Grove PUD.
5. Section 25-2-1051 (*Applicability*) of Chapter 25-2, Article 10 (*Compatibility Standards*) is modified so that compatibility standards do not apply within the Grove PUD, except where development outside of the Grove PUD triggers these standards for development within the Grove PUD.
6. Section 25-2-1063(C)(2) (*Height Limitations and Setbacks for Large Sites*) of Chapter 25-2, Article 10 (*Compatibility Standards*) is modified so that it shall not apply within Tract B.
7. Section 25-2-1063(C)(3) (*Height Limitations and Setbacks for Large Sites*) of Chapter 25-2, Article 10 (*Compatibility Standards*) is modified to allow a structure height up to 60 feet by providing for structures more than 50 feet but not more than 300 feet from property zoned SF-5 or more restrictive.
8. Section 25-2-1067(G) and (H) (*Design Regulations*) of Chapter 25-2, Article 10 (*Compatibility Standards*) are modified so that the regulations shall not apply to Tract A for the construction of an alley, public road, trails, trail amenities, or sidewalks. A trail amenity includes benches, lighting, and other items customarily found on trails and greenbelts, but does not include a building.
9. Chapter 25-2, Subchapter E (*Design Standards and Mixed Use*) shall be replaced with **Exhibit G**.
10. Section 25-1-21 (48) (*Definition of Height*) and Section 25-2-492 (*Site Development Regulations*) are modified so that a parking level is not considered a "story" when determining compliance with height limitations.
11. Chapter 25-2, Subchapter B, Article 2, Division 5, Subpart B (*Planned Unit Development Standards*), Section 2.5 (*Development Bonuses*) is modified to delete applicability to the Grove PUD.

C. Subdivision.

1. Section 25-4-132(B) (*Easements and Alleys*) is modified to provide that loading and unloading may also occur in any alley, provided the alley does not serve as a fire lane.

2. Section 24-4-153 (*Block Length*) is modified to waive the block length restriction within the Grove PUD without director approval.
3. Section 24-4-157 (*Subdivision Access Streets*) is modified to waive the requirement for a second access street in (B)(1) and (2) within the Grove PUD without director approval.
4. Section 24-4-171(A) (*Access to Lots*) is modified to provide that each lot in a subdivision may also abut a private street subject to a permanent access easement.
5. Section 25-4-211 (*Parkland Dedication*) is modified to replace the platting requirement for parkland dedication with **Exhibit E**.

D. Transportation.

1. Section 25-6-171(A) (*Standards for Design and Construction*) is modified to allow a right-of-way, roadway, private drive street, or alley to be designed and constructed in accordance with **Exhibit G** within the Grove PUD. The Transportation Criteria Manual, City of Austin Standards and Standard Specifications shall apply to the extent they do not conflict with **Exhibit G**.
2. Subpart B.2. (*Collector Street*) of the Transportation Criteria Manual, Section 1, Subsection 1.3.2. (*Classification Design Criteria*) is modified to provide that the extension of Jackson Avenue in the Grove PUD as identified in the **Exhibit F: Roadway Framework Plan** shall be considered a neighborhood collector, not a residential collector, and shall be designed per **Exhibit G**. The cross section and any other design information contained in those design guidelines shall replace the requirements of the Transportation Criteria Manual. All other circulation routes within the Grove PUD shall be considered as private driveways and intersection with these driveways shall be subject to the 50' minimum spacing for neighborhood collectors.
3. Subpart F. (*Single Outlet Streets*) of the Transportation Criteria Manual, Section 1, Subsection 1.3.2. (*Classification Design Criteria*) is modified to provide that the Jackson Avenue extension shall not be considered a single outlet street.

E. Environmental.

1. Section 25-8-641 (*Removal Prohibited*) is modified to allow the removal of trees identified as tag numbers 3076, 3077, 3078, 3079, 3080, 3201, 3202, 3203, 3204, 3207, and 3232 on **Exhibit H**.

2. Section 25-8-642 (*Administrative Variances*) is modified so that the Landowner may not request a variance under Subsection (C) to remove any Heritage Tree identified as "trees to be saved" on **Exhibit H**.
3. ECM Section 1.6.3.A (*Maintenance and Construction Requirements*) is modified to provide that stormwater control measures within the Grove PUD that service publicly owned roads and facilities within and adjacent to the Grove PUD may be privately maintained. These stormwater control measures must be designed and built according to the appropriate city standards.

F. Sign Regulations.

1. Section 25-10-1 (*Applicability*) is modified so that if a provision of Chapter 25-10 (*Sign Regulations*) conflicts with **Exhibit G**, the signage standards in **Exhibit G** control.
2. Section 25-10-103 (*Signs Prohibited in the Public Right-of-Way*) is modified so that it shall not apply to the public right-of-way dedicated for the Jackson Avenue extension within the boundaries of the Grove PUD as identified on **Exhibit F**.
3. Section 25-10-191 (*Sign Setback Requirements*) is modified so that it shall not apply to setbacks from the public right-of-way dedicated for the Jackson Avenue extension within the boundaries of the Grove PUD as identified on **Exhibit F**.

G. Water and Wastewater.

Section 25-9-347 (*Exemption for Certain Affordable Housing*) is modified so that the Landowner may not request exemption from the payment of impact fees for affordable housing within the Grove PUD.

PART 12. Workers Protection.

The Landowner and the Workers Defense Project have entered into an enforceable agreement regarding worker protections for construction of commercial only building and parking improvements at the Grove PUD. The City supports the agreement.

PART 13. Cultural and Historical Measures.

- A. The Landowner shall develop a historical and cultural recognition program to be incorporated in the development and programming of public spaces on the Grove PUD property. This program should be developed by the project's site design

consultants in collaboration with the Travis County Historical Commission, surrounding neighborhoods, Parks and Recreation Department, and other interested stakeholders.

- B. A licensed archeologist shall be retained by the Landowner during construction and development of the Grove PUD property to promptly investigate any unmarked graves found on the Grove PUD property. The Landowner shall follow all applicable rules and regulations regarding the proper treatment of any human remains found on the Grove PUD property.

PART 14. Affirmative Marketing.

The Landowner shall affirmatively market housing opportunities, including affordable housing opportunities, to employers whose place of business is located within a two mile radius of the Grove PUD, and employees whose place of employment is located within a two mile radius of the Grove PUD.

PART 15. This ordinance takes effect on December 26, 2016.

PASSED AND APPROVED


December 15, 2016

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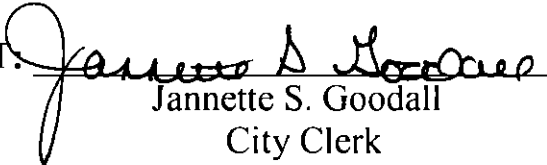
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

Exhibit " "
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January 14, 2015

75.746 ACRES

DESCRIPTION OF A 75.746 ACRE TRACT OF LAND LOCATED IN THE GEORGE W. SPEAR SURVEY, ABSTRACT NO. 697, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 100 ACRE TRACT OF LAND DESCRIBED IN VOLUME 76, PAGE 225, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND CALLED 75.79 ACRES CONVEYED BY THE TEXAS BOARD OF MENTAL HEALTH AND MENTAL RETARDATION TO THE STATE OF TEXAS, STATE DEPARTMENT OF TRANSPORTATION IN A DEED RECORDED IN VOLUME 10806, PAGE 452, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 75.746 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a brass capped concrete monument stamped "Texas Department of Transportation" found at the intersection of the easterly right of way line of Bull Creek Road (no recording data found to date)(right of way width varies) and the southerly right of way line of W. 45th Street (right of way width varies) as dedicated by SHOAL VILLAGE, Section Two, according to the map or plat thereof recorded in Plat Book 5, Page 150, of the Plat Records of Travis County, Texas, said brass capped concrete monument being the northwest corner of said 75.79 acre tract, the northwest corner of a 44.07 acre tract of land described in a License Agreement between Texas Department of Transportation and The City of Austin recorded in Document No. 2013075371, of the Official Public Records of Travis County, Texas, and the westernmost corner of said SHOAL VILLAGE, Section Two;

THENCE, South 62°04'56" East (record South 60°43'37" East), along the northerly line of said 75.79 acre tract, the northerly line of said 44.07 acre tract, the southerly line of said SHOAL VILLAGE, Section Two, and southerly line of SHOAL VILLAGE, Section Three, according the map or plat thereof recorded in Plat Book 6, Page 71, of said Plat Records, a distance of 919.16 (record 956.52) feet to a brass capped concrete monument stamped "Texas Department of Transportation" found for an angle corner in the southerly line of said SHOAL VILLAGE, Section Three and said 44.07 acre tract;

THENCE, South 63°02'39" East (record South 62°04'30" East), along the northerly line of said 44.07 acre tract and said 75.79 acre tract, and the southerly line of said SHOAL VILLAGE, Section Three, and southerly line of SHOAL VILLAGE, Section Five, according to the map or plat thereof recorded in Plat Book 6, Page 72, and SHOAL VILLAGE, Section Six, according to the map or plat thereof recorded in Plat Book 7, Page 7, both of said Plat Records, passing a brass capped concrete monument stamped "RMS 1970 EL. 634.07" 3.0 feet south of line at a distance of 37.32 feet, a continuing for a total distance of 306.61 feet to a 1/2 inch iron rod found for the southeast corner of said SHOAL VILLAGE, Section Six and the southwest corner of SHOAL VILLAGE, Section Seven, according to the map or plat thereof recorded in Plat Book 14, Page 80, of said Plat Records, and an angle point in the northerly line of said 79.75 acre tract and said 44.07 acre tract;

THENCE, South 63°11'51" East (record South 62°04'30" East), along the northerly line of said 44.07 acre tract and said 75.79 acre tract, the southerly line of said SHOAL VILLAGE, Section Seven, and OAK HAVEN, Section Three, according to the map or plat thereof recorded in Plat Book 11, Page 40, of said Plat Records, passing a 5/8 inch iron pipe found for the southeast corner of said SHOAL VILLAGE, Section Seven and southwest corner of said OAK HAVEN, Section Three, at a distance of 198.54 feet, passing the northeast corner of said 44.07 acre tract at a distance of 327.57 feet, and continuing for a total distance of 358.38 feet to a point in Shoal Creek for the northeast corner of said 75.79 acre tract;

THENCE, along the easterly line of said 75.79 acre tract, the following six (6) courses and distances:

1. South 01°03'01" West (record South 02°43'06" West), a distance of 61.77 (record 61.92) feet to a point;
2. South 34°01'00" East (record South 32°24'52" East), a distance of 148.14 feet to a point;
3. South 23°10'38" West (record South 24°46'46" West), a distance of 151.23 feet to a point in the approximate center meander line of Shoal Creek;
4. South 07°43'12" East (record South 05°07'04" East), a distance of 163.80 feet to a point in the approximate center meander line of Shoal Creek;
5. South 12°37'00" West (record South 14°13'08" West), a distance of 281.04 feet to a point in the approximate center meander line of Shoal Creek;
6. South 01°22'52" West (record South 02°59'00" West), a distance of 514.51 feet to a point in the approximate center meander line of Shoal Creek and in the north line of that tract of land conveyed to the City of Austin in a Deed recorded in Volume 5154, Page 2230, of the Deed Records of Travis County, Texas;

THENCE, continuing along the easterly line of said 75.79 acre tract and the easterly line of said 44.07 acre tract, and the north line of said City of Austin tract and along the northerly and westerly line of RIDGELEA, according to the map or plat thereof recorded in Plat Book 4, Page 258, of said Plat Records, the following three (3) courses and distances:

1. North 62°12'19" West (record North 60°36'11" West), passing a 1/2 inch iron rod found for the most northeasterly corner of said RIDGELEA and northwest corner of said City of Austin Tract at a distance of 42.01 feet and continuing for a total distance of 396.56 feet, to a 1/2 inch iron rod found for the northern most corner of said RIDGELEA;
2. South 31°30'27" West (record South 32°46'32" West), passing the southeast corner of said 44.07 acre tract at a distance of 609.87 feet and continuing for a total distance of 972.58 (record 974.01) feet to a calculated point, from which a brass capped concrete monument stamped "RM9 1970 EL. 624.66" found bears North 27°08' West (record North 25°59' West), a distance of 1.41 (record 1.77) feet;
3. South 28°08'46" West (record South 29°29'34" West), a distance of 359.86 feet to a brass capped concrete monument stamped "Austin State School Annex No. 1 1970" found in the

easterly right of way line of said Bull Creek Road for the westernmost corner of said RIDGELEA and the southeast corner of said 75.79 acre tract;

THENCE, along the said easterly right of way line of Bull Creek Road and westerly line of said 75.79 acre tract, the following three (3) courses and distances:

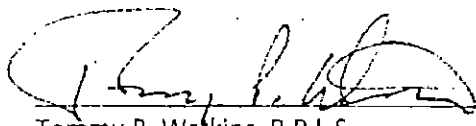
1. North 23°46'51" West (record North 22°26'02" West), a distance of 2035.83 (record 2035.22) feet to a brass capped concrete monument stamped "Texas Department of Transportation" found at the beginning of a non-tangent curve to the right;
2. With said curve to the right having a radius of 199.11 feet, an arc length of 175.61 (record 175.11) feet, a delta angle of 50°32'01" (record 50°30'59"), and a chord which bears North 01°24'51" East (record North 02°49'28 East), a distance of 169.97 (record 169.92) feet to a brass capped concrete monument stamped "Texas Department of Transportation" found at the end of said curve;
3. North 26°42'40" East (record North 27°56'08" East), passing a brass capped concrete monument stamped "Texas Department of Transportation" found for the southwest corner of said 44.07 acre tract at a distance of 559.26 feet and continuing for a total distance of 1055.60 (record 1055.89) feet to the POINT OF BEGINNING containing 75.746 acres of land within these metes and bounds.

Reference is herein made to the map of this tract accompanying this description.

Bearing Basis: Texas Coordinate System of 1983, (Central Zone (NAD_83 (2011))). All distances and coordinates were adjusted to the surface using a surface adjustment factor of 1.000074449. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

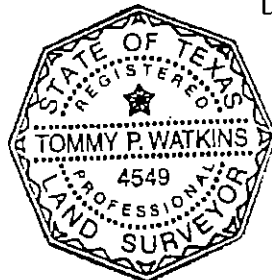
I certify that this description was prepared from a survey made in January, 2015, on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins, R.P.L.S.
Texas Registration No. 4549
3103 Bee Caves Rd., Ste. 202
Austin, TX 78746
512.327.2946

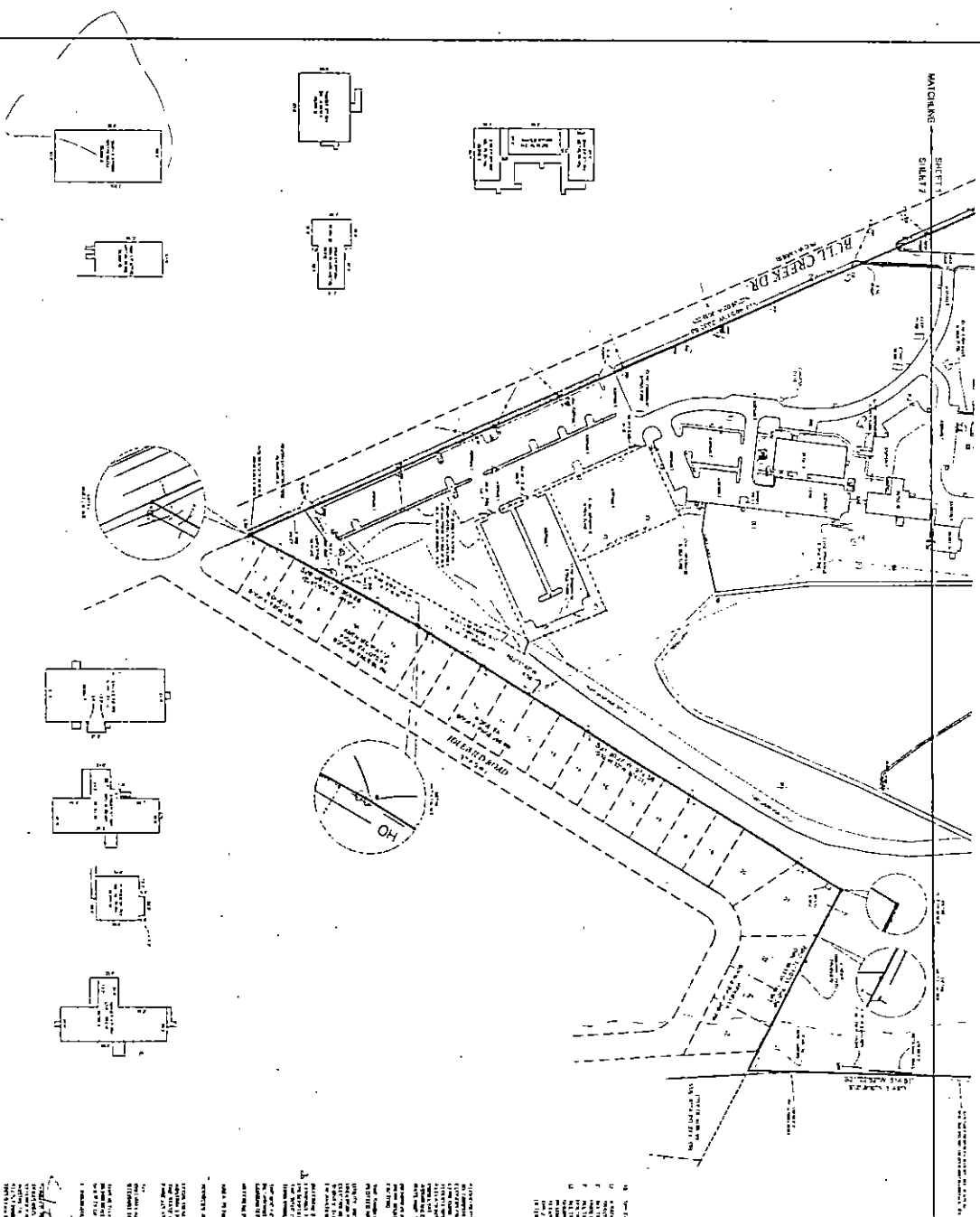
01/14/2015
Date



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DATE	01/27/2015
BY	ALLEN
CHECKED BY	ALLEN
PROJECT	TRAVIS COUNTY, TEXAS
SHEET	2 OF 2

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TEXAS SURVEYING BOARD, AND THE SURVEYOR'S CERTIFICATE OF QUALIFICATION IS ON FILE WITH THE TEXAS SURVEYING BOARD.



Allen
 Surveyor
 01/27/2015



THESE ARE THE ORIGINAL SURVEY RECORDS OF THE SURVEYOR, AND THE SURVEYOR'S CERTIFICATE OF QUALIFICATION IS ON FILE WITH THE TEXAS SURVEYING BOARD. THE SURVEYOR'S CERTIFICATE OF QUALIFICATION IS ON FILE WITH THE TEXAS SURVEYING BOARD.

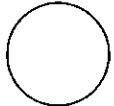
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THESE ARE THE ORIGINAL SURVEY RECORDS OF THE SURVEYOR, AND THE SURVEYOR'S CERTIFICATE OF QUALIFICATION IS ON FILE WITH THE TEXAS SURVEYING BOARD. THE SURVEYOR'S CERTIFICATE OF QUALIFICATION IS ON FILE WITH THE TEXAS SURVEYING BOARD.



DATE	01/27/2015
BY	ALLEN
CHECKED BY	ALLEN
PROJECT	TRAVIS COUNTY, TEXAS
SHEET	2 OF 2

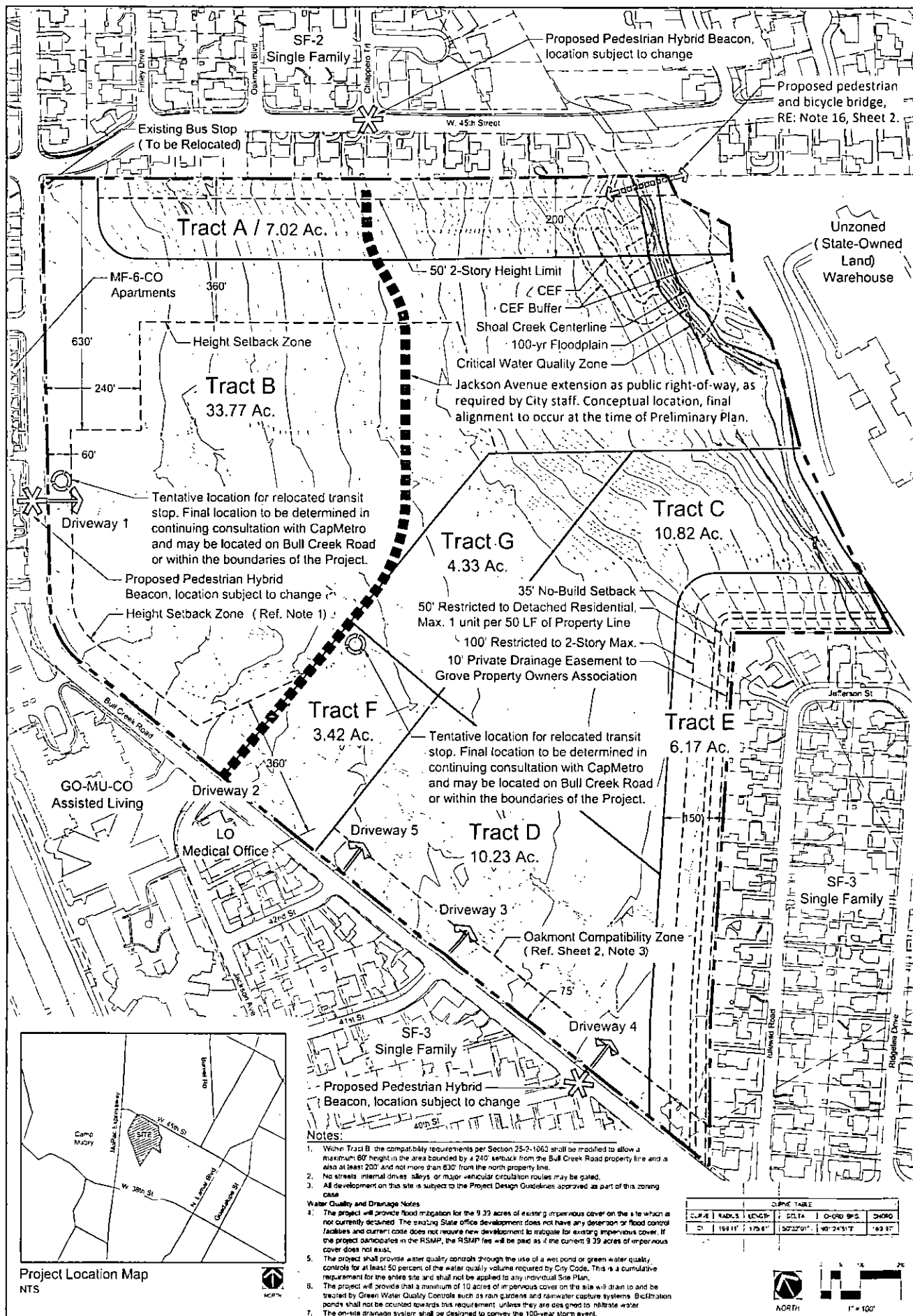
TPSPS CATEGORY 1A, CONDITION II
 LAND TITLE SURVEY OF 75.746 ACRES OF LAND
 IN THE GEORGE W. SPEAR SURVEY, A-697,
 TRAVIS COUNTY, TEXAS



CA Cunningham & Allen, Inc.
 Engineers • Surveyors • Planners
 Tel: (512) 337-2946
 www.cunninghamallen.com
 Fax: (512) 337-2946 • P.O. Box 7806 • Austin, TX 78768
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DATE
 01-2015

EXHIBIT B



	TRACT A	TRACT B	TRACT C	TRACT D	TRACT E	TRACT F	TRACT G
Maximum Lot Size in s.f.	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Minimum Lot Width	30'	30'	30'	30'	30'	30'	30'
Maximum Height	40'	65' ⁽¹⁾	47' ⁽²⁾	47' ⁽⁵⁾	35'	47' ⁽¹⁾	60'
Minimum Setbacks from Public Streets ⁽³⁾							
Front Yard	10'	0'	10'	0' ⁽⁶⁾	10'	0'	0'
Street Side Yard	10'	0'	10'	0	10'	0'	0'
Minimum Interior Yard Setbacks							
Interior Side Yard	0'	0'	0'	0	0'	0'	0'
Rear Yard	0'	0'	0'	0'	0'	0'	0'
Maximum Floor Area Ratio ⁽⁸⁾	0.75:1	1.5:1	0.75:1	1:1	0.75:1	1:1	1:1
Impervious Cover Maximum ⁽⁹⁾	55%	NA ⁽²⁾	NA ⁽³⁾	NA ⁽¹⁾	55%	NA ⁽¹⁾	NA ⁽²⁾
Building Coverage Maximum ⁽¹⁰⁾	45%	NA ⁽¹⁾	NA ⁽³⁾	NA ⁽¹⁾	45%	NA ⁽¹⁾	NA ⁽²⁾
Maximum Resident a Units	8	NA ⁽¹⁾	NA ⁽³⁾	NA ⁽³⁾	77	NA ⁽²⁾	NA ⁽³⁾

(b) The minimum building setback from Bull Creek Road ROW in Tract D is 25'.

- Impervious coverage, number of dwelling units, and building coverage are not listed per individual Tracts in the Site Development Regulations table and shall be dealt with via a "bucket" system. Individual Tracts and/or Site Plans may vary above or below the listed limits. The total impervious coverage for the overall 75.78 acre site shall not exceed the limit. Applicants shall add a tabulation table (as adopted per this PUD ordinance) to each site plan and subdivision application submittal which will show the current standing of all of the overall Site Development Regulations. City Staff shall review the tabulation provided with each application and verify that it is in accordance with the Site Development Regulations outlined in the PUD Land Use Plan.
2. The number of total residential units on the site is capped at 1515 dwelling units (affordable housing units and congregative living are not included in this cap). Affordable housing units are defined as rental or for-sale units with rents restricted to 80% MFI or below. Congregative living is limited to a maximum of 300 beds. Congregative care units with kitchens plus meal intake units may not exceed 1548.
3. Within the "Oakmont Compatibility Zone" depicted on the Land Use Plan, height is limited to 35 feet and buildings along Bull Creek Road shall have no more than two attached dwelling units per building.
4. Total office uses on site, including Administrative and Business Office, Medical Office, and Professional Office are capped at 185,000 square feet.
5. Total non-office commercial uses on the site are capped at 140,000 square feet and a maximum size of 35,000 square feet for any one tenant space.
6. Overall project impervious coverage is capped at 65% and the overall project building coverage is capped at 55%.
7. The FAR maximums listed in the Site Development Regulations table apply to individual Tracts within the PUD and the FAR shall not be exceeded on an individual tract basis but may be exceeded on an individual site plan with City Staff, Tackling the Allocated and remaining FAR for each Tract is the responsibility of the Applicant.
8. Parks and open space are allowed uses in all Tracts.
9. Cocktail lounge uses are capped at 10,000 SF total and a maximum size of 7,500 SF for any one tenant space. Additional cocktail lounge uses are not permitted within 300' of an SF-3 or more restrictive zoning district or properties on which uses permitted at an SF-3 or more restrictive zoning district are located.
10. Liquor sales uses are capped at 15,000 SF total and a maximum size of 10,000 SF for any one tenant space.
11. Hospital (General) uses are allowed only in association with Congregative Living on the same site as Congregative Living and are limited to a total of 85,000 SF.
12. Live/work units are defined as residential units which are similarly configured to residential row houses or townhomes but are distinguished by a workspace, studio, storefront, or business that is flush with the street frontage. The non-residential portion of the unit shall be located on the ground floor and the residential portion of the unit. Commercial areas must be used and occupied by the same owner or occupant. The first floor of live-work units shall be counted against one of the commercial uses described in Notes 1 and 5, above.
13. Freeway and trail locations shown on the Land Use Plan are adopted and will be determined at the time of Site Plan.
14. Public art shall be installed in a maximum of three (3) locations throughout the project. A minimum budget of \$60,000 must be spent on public art within the PUD site.
15. Off-Site Parking spaces 356-6501 may be provided for a use located in any Tract within the PUD so long as the off-site parking is located in a Tract where Off-Site Accessory Parking is a permitted use.
16. Proposed Pedestrian and Bicycle Bridge over Shoal Creek.
- 16.a. The applicant will post fiscal with the City of Austin for the construction of a bicycle and pedestrian bridge crossing Shoal Creek enabling a trail connection from the site to Shoal Creek Blvd. The amount of the fiscal shall be based on the Applicant's approved engineering cost estimate. Subject to the City's approval of the proposed bridge location, the City, considering environmental connectivity and other factors, the Applicant will construct the bridge and trail. If the City of Austin or the applicant is unable to secure an easement to allow for the construction of said bridge, the post-fiscal may be used by the City to complete other bicycle and pedestrian improvements in the area. The Applicant further agrees to provide easements if needed for future bicycle and pedestrian bridge crossings at both the northern and southern portions of Shoal Creek, whether or not the bridge is constructed.
- 16.b. Bridge location shown is approximate and subject to change. Bridge may be located anywhere on site with City approval so long as it does not impact the wetland CFE or the portion of the wetland CFE buffer that is outside the 100-year flood plain.
17. The project shall provide the following benefits to encourage alternative transportation options:
 - 17.a. A minimum of one location shall be set aside for a B-cycle station, as coordinated with B-cycle station to be installed by B-cycle when network is expanded to encompass project.
 - 17.b. A minimum of 8 car-sharing parking spaces will be reserved on the site, subject to inclusion of the site in the coverage area of a car-share service.
 - 17.c. All office buildings that are 10,000 SF or greater will provide shower and changing facilities meeting the requirements of Austin Energy Green Building Commercial Ratings (2012).
 - 17.d. Bike parking will be provided for a minimum of 10% of all required vehicular parking spaces. Provided requests serving a residential unit are considered to meet this requirement.
 - 17.e. A minimum of two bus stops will be provided on Bull Creek Road or within the project site for a bus route located along Bull Creek Road adjacent to the project site and/or routed through the project site. Each stop shall feature improvements including a minimum a bench, a trash receptacle, and some form of shade located nearby (shade structure, bus shelter, trees, etc.). Bus stops should be approximately 25 feet in length by 10 feet in width and incorporated into the sidewalk. A larger area of approximately 15 feet in width (perpendicular to the road) by 50 feet in length (parallel to the road, surrounding the stop) should maintain a level slope to ensure that all ADA slope requirements are met.
 - 17.f. All multi-family developments shall incorporate bicycle rack parking for residents.
18. The total square footage of all development in the PUD is not capped by this ordinance.
 - 18.a. At least 30,000 square feet of retail development shall be required once 700 units of residential development are constructed before any additional non-residential development can occur on the property.
 - 18.b. At least 35% of the total required affordable rental units shall be provided once 325 multi-family residential units are constructed before an additional multi-family unit may be constructed. At least 35% of the total required affordable for-sale residential units shall be provided once 100 "podium style" condominium residential units are constructed before any additional "podium style" condominium residential units may be constructed.
 - 18.c. Two affordable housing is separate from and does not count against any overall square footage caps.
19. A person may not use or permit the use of sound equipment at a business or in the parks, plazas, or other publicly accessible gathering space after the hours of 9:00 PM Sunday through Thursday and 9:30 PM on Friday and Saturday or federal legal holiday.
20. Prior to approval of storm water runoff drainage construction plans by the City, the Owner shall provide a report from a registered third-party engineer, selected pursuant to the terms of a separate agreement between the owner and the Ridgeless NA, reviewing the proposed drainage plans. The third-party engineer report shall review and report on whether the drainage construction plan and development plan require the Owner to result in additional adverse flooding impact on any property within the boundaries of the Ridgeless neighborhood as provided in Chapter 25-7 of the Austin City Code and the City's Drainage Criteria Manual. The City shall review and consider the third-party engineer report and may require the Owner to modify the construction plans as necessary to eliminate any identified adverse impacts.
21. A 10-foot private drainage easement for the benefit of a Property Owners Association managing common areas on the Property shall be provided as shown on the site plan for drainage improvements. If needed to ensure additional adverse impact to adjacent residents downstream.
22. Prior to development of the Property, the Owner shall contribute \$400,000.00 in funds to implement the Off-Site Sidewalk and Traffic Calming Improvements Program approved jointly by the Austin Transportation Department, ARG and the BCRG and set forth in City Ordinance No. 20161215-075.
23. The total number of multi-family rental units developed as apartments shall not exceed 950 units, excluding all Affordable Rental Units.

Condominium Residential
 Duplex Residential
 Family Home
 Group Home, Child (Landed)
 Purple Primary Education Facilities
 Public Secondary Education Facilities
 Religious Assembly
 Remington Housing (Single Site)
 Short-Term Rental
 Single-Family Attached Residential
 Single-Family Residential
 Small Lot Single-Family Residential
 Townhouse Residential
 Two-Family Residential

- Community Garden
- Granddaddy's Residential
- Granny's Living
- Duplex Residential
- Family Home
- Group Home (Class 1 (Lump))
- Multi-Family Residential
- Off-ice, Accessory, Parking
- Public Primary, Education, For Living
- Public Secondary Education, For Living
- Residential Community
- Residential Housing (Small Scale)
- Short-Term Rental
- Single-Family Attached, Duplex, Triplex
- Single-Family Attached
- Single-Family Residential
- Townhouse Residential
- Two-Family Residential
- Urban Farm

- Community of Garden
- Godsman's Residential
- Grange and Lodge
- Grange Residential
- Family Home
- Group Home, Clings (Lymington)
- Multi-Family Residential
- Off-Site Accessory Parking
- Public Primary Education Facilities
- Public Secondary Education Facilities
- Religious Assembly
- Recreational Building (Small Scale)
- Short-Term Rental
- Single-Family Attached Residential
- Single-Family Residential
- Small Lot Single-Family Residential
- Townhouse Residential
- Two-Family Residential
- Utility Farm

- Administration & Business Offices
- Art Gallery
- At Workings
- Community Garden
- Condominium Resistant to
- Congregate Living
- Counseling Services
- Cultural Services
- Day Care Services (Commenced)
- Day Care Services (General)
- Day Care Services (Limited)
- Duplicate Residential
- Family Home
- Financial Services

Hospital (Georgia)
 Long-Term Care
 Medical Officer (all ages)
 Adult Family Relationships
 Office Accessory Parking
 Personal Services
 Pol. Services
 Police Pharmacy & Injection Facilities
 Private Security/Police Education Facilities
 Professional Office
 Public Works Education Facilities
 Public Safety Education Facilities
 Religious Assembly
 Retirement Housing (Ret. Ssn)
 Ssn: Term Rental
 Single-Family Aligned Properties, if
 Single-Family Development
 Transportation Police Unit
 Two-Family Residential

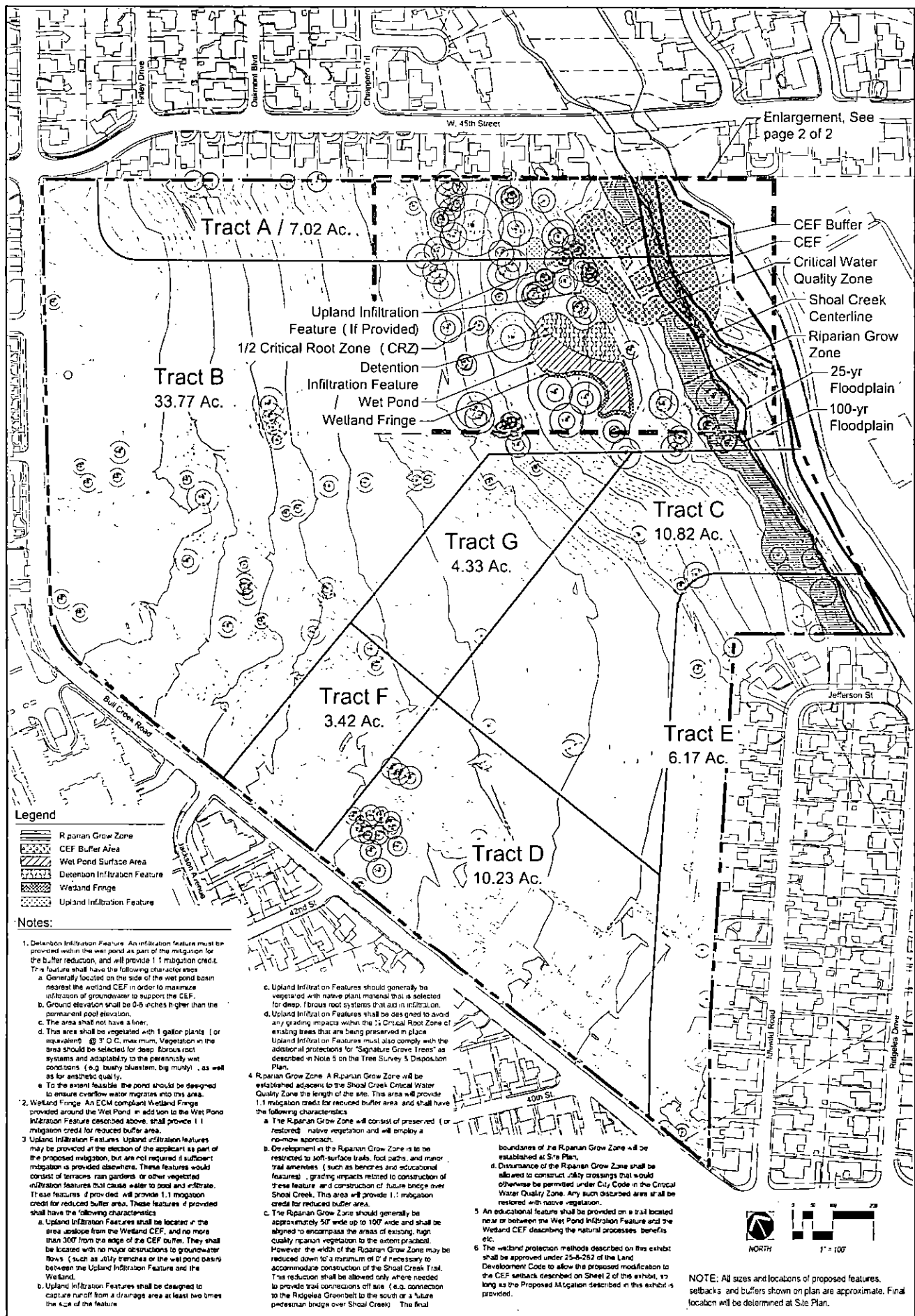
Drainage, Sewer, On a Water Quality Facility
Trails (hiking trails, multi-use trails, pedestrian/bicycle bridges) and Related Improvements
Open Space (privately owned and maintained)
Parks and (City owned, may be privately maintained)
Community Recreation (Public and Private)
Parks and Recreation Services
General:

- Act: alternative & business offers
- Act: gallery
- Act: workshop
- Act: painting panels
- Act: painting films (max. 1000 SF)
- Act: painting workshop (necessary only)
- Act: business or textile school
- Business support services
- Crafting Learning
- College & University Funding
- Commercial Off-Street Parking
- Community Garden
- Community Retreat on (Private)
- Community Retreat on (Public)

- Government Communication Services
- Government Paper Services
- Consulting Services
- Cultural Services
- Day Care Services (Government)
- Day Care Services (General)
- Day Care Services (Private)
- Debtors' Receivables
- Family Home
- Financial Services
- Food Preparation
- Food Sales
- General Retail Sales (Government)
- General Retail Sales (General)
- Group Home, Child (Licensed)
- Group Home, Child (Unlicensed)
- Group Home, Adult
- Hotel (General)
- Hotel, Summer (Licensed)
- Hotel, Motel

[illegible]

Total Impervious Cover	65%
Total Building Coverage	55%
Total Retail/Non-Office Commercial Square Footage	140,000 SF
Total Office Use Square Footage	185,000 SF
Total Residential Units (Not including Affordable Housing)	1515 units
Total Rental Apartment Units (Not including Affordable Housing)	950 units
Total Congregate Care Beds	300 beds
Maximum Cocktail Lounge Use Square Footage	10,000 SF
Maximum Liquor Sales Use Square Footage	15,000 SF
Maximum Hospital (General) Use Square Footage	65,000 SF



The Grove at Shoal Creek Planned Unit Development Environmental Resource Exhibit

December 15, 2016

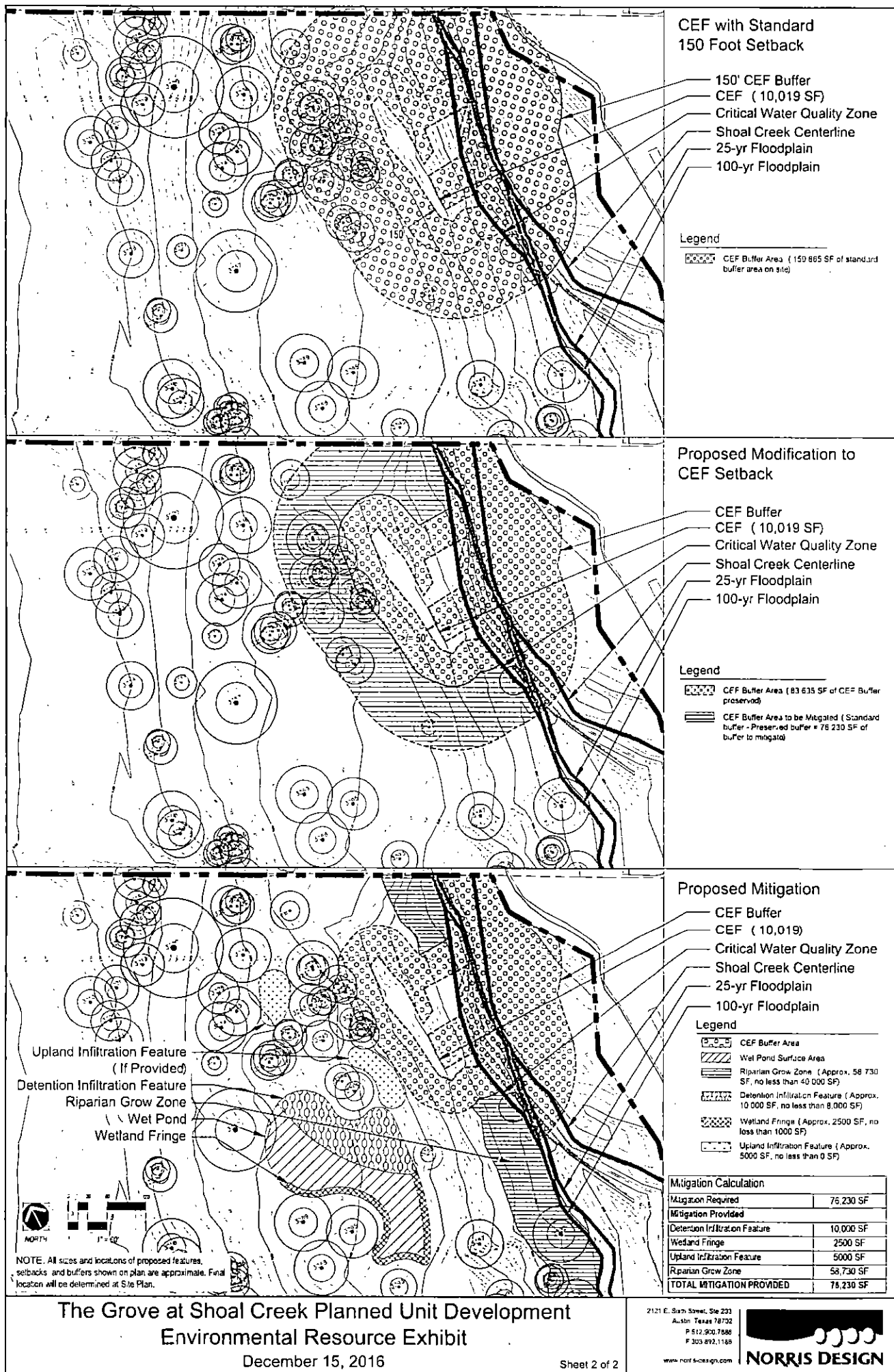
Sheet 1 of 2

2121 E. Sixth Street, Ste 203
Austin, Texas 78702
P 512.960.7888
F 503.882.1786

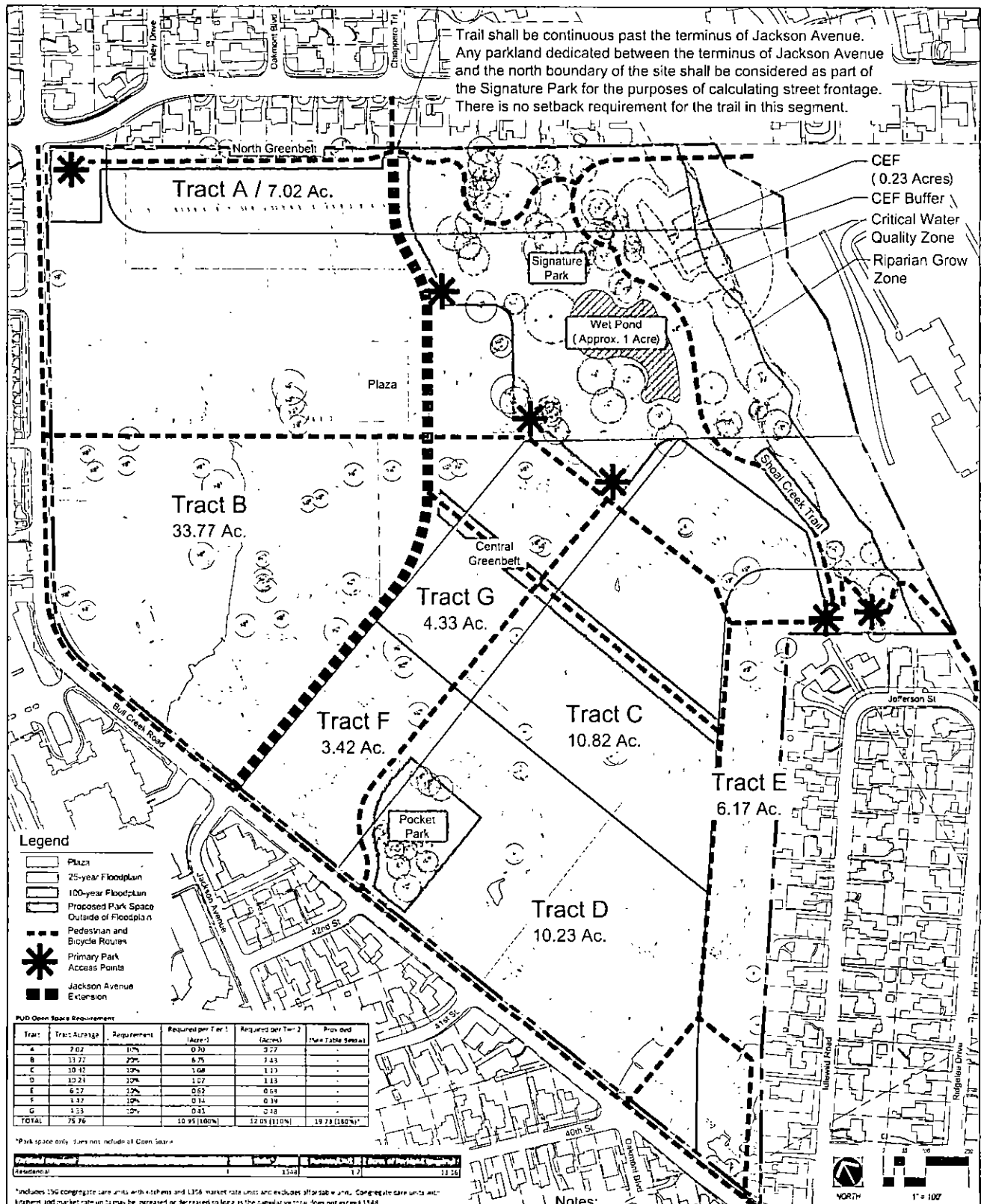
www.norris-design.com



NOTE: All sizes and locations of proposed features, setbacks, and buffers shown on plan are approximate. Final location will be determined at Site Plan.



Trail shall be continuous past the terminus of Jackson Avenue.
Any parkland dedicated between the terminus of Jackson Avenue and the north boundary of the site shall be considered as part of the Signature Park for the purposes of calculating street frontage. There is no setback requirement for the trail in this segment.



The Grove at Shoal Creek Planned Unit Development Parks Plan Exhibit December 15, 2016

2121 E. Sixth Street, Ste 203
Austin, Texas 78702
P 512.960.7888
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NORRIS DESIGN

FINAL TO BE EXECUTED BY THE PARTIES

CITY PARKLAND IMPROVEMENT AND OPERATIONS AGREEMENT

(Grove at Shoal Creek Parks)

Date: _____ **2016**

RECITALS

This City Parkland Improvement and Operations Agreement (The Grove at Shoal Creek Parks) (the "**Agreement**") is made and entered into by **ARG BULL CREEK, LTD.**, a Texas limited partnership ("**ARG**"), 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**").

ARG is the owner of the certain approximately 75.746 acre tract of land in the George W. Spear Survey, Abstract No. 697, Travis County, Texas, being a portion of a 100 acre tract of land described in Volume 76, Page 225, of the Deed Records of Travis County, Texas and being the same tract of land called 75.79 acres conveyed by the Texas Board of Mental Health and Mental Retardation to the State of Texas, State Department of Transportation in a deed recorded in Volume 10806, Page 452, of the Real Property Records of Travis County, Texas, said 75.746 acre tract of land being more particularly described by metes and bounds in Exhibit A incorporated into this agreement (the "**Property**"); and ARG intends to develop the Property as a mixed-use development including residential and commercial uses commonly referred to as The Grove at Shoal Creek (the "**Project**");

In connection with the development of the Project, the City will own certain parkland property in Austin, Travis County, Texas out of the Property as part of the Project, and such parkland property is generally identified as the parkland areas to be dedicated to the City (the "**City Parkland**") designated in that certain The Grove at Shoal Creek Park Plan attached as Exhibit "E" (the "**Park Plan**") to City Ordinance No. 20161215-075 related to The Grove at Shoal Creek Planned Unit Development District (the "**PUD Ordinance**");

After the approval of the PUD Ordinance, as development of the Project occurs, ARG will file one or more site plans with the City (each, a "**Site Plan**");

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

ARG has agreed, subject to the terms of this Agreement, that before the City approves any Site Plan for any portion of the Property which has been designated as City Parkland as shown on the Park Plan, ARG will determine the final boundaries of such City Parkland as

shown on the Park Plan, Exhibit E of the PUD, and will convey to the City by Deed such City Parkland in the manner and subject to any reservations and easements as provided in this Agreement;

ARG will provide at least 14.48 acres of credited parkland. ARG will provide at least two park areas; one is the neighborhood park, and the other is the signature park. The formula for determining the parkland amount is $(5 \text{ acres} \times (\text{number of units} + \text{number of congregant care units with kitchens} - \text{number of affordable units}) \times 1.7 \text{ persons per household/1000 people}) \times 110\%$. The Signature Park will include at least 705 linear feet of frontage that faces a public street to encourage public access, and a generally flat multi-purpose field that can be used by the public;

After completion of the construction of any City Park Improvements identified in any Site Plan, ARG and its successors and assigns, including without limitation any property owner's association (the "**Association**") created by ARG or its successors and assigns, will maintain and operate the City Parkland as a public park to the City's "Level One" standards, as well as the City Park Improvements, and the landscaping, lawn, tree trimming, and irrigation systems related to the City Parkland and City Park Improvements for the term of this Agreement, and so long as this Agreement is renewed by the City and ARG or its successors.

The City agrees (i) to accept the dedication of the City Parkland and the completed City Park Improvements pursuant to the terms of this Agreement and the PUD Ordinance, (ii) to allow ARG and its successors and assigns, including the Association, to maintain, manage and operate the City Parkland and the City Park Improvements open to the public and in the same manner as other public parks and as provided in the Operations Plan, and (iii) that ARG and its successors and assigns, including the Association, shall have the right, subject to the terms and conditions of this Agreement in conjunction with the City, to participate in the programming within the City Parkland as a public park, including without limitation recreational activities, events, entertainment, and vendors (the "**City Park Programming**").

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 in it the following definitions have the meanings assigned to each:

Annual Programming Plan means the programming activities that ARG or its successor identify as described in this agreement below.

ARG means ARG Bull Creek, Ltd., and shall include its successors and assigns, including without limitation the Association.

City Park Improvements are generally those set forth in Section IV.D of this Agreement.

City Standards mean the requirements ARG must adhere to which are described in **Article IV and V** of this Agreement.

Contractors mean ARG's and/ ARG'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 Park Improvements.

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

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

Level One means state of the art maintenance applied to a high quality diverse landscape. Level One is associated with high-traffic urban areas, such as high visitation parks, public squares, community center grounds, golf courses, aquatic facilities, and other special areas.

Management Plan means the management activities ARG identifies in its annual management plan developed in cooperation with the Parks and Recreation Department.

Master Park Plan means a plan developed in accordance with the process and requirements set forth below.

Notice means any formal written notice or written communication required or permitted to be given by one Party to another by this Agreement.

Operate means to perform the maintenance on the equipment and the park facilities (mowing, repairs, painting, removing graffiti, cleaning bathrooms and trash, and other routine maintenance that results in the Parks being usable by the public and being Level One quality).

Parks means the proposed City Parkland shown on the Park Plan in Exhibit E of the PUD Ordinance and labeled as the Signature Park, North Greenbelt and Pocket Park.

Party means either City or ARG, and its successors and assigns, including without limitation the Association, as the context requires; collectively, referred to as "**Parties**."

Parks Operation Manager means ARG and its successors and assigns, the Association, or such other entity appointed by ARG 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 V and XIII of this Agreement.

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.

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. The Agreement may be renewed by the mutual written agreement of ARG and the City as desired to continue the maintenance and operation of the Parkland. The City Manager has the authority to agree to renewals that do not materially change this Agreement without further council action.

III. DESIGNATION OF CITY REPRESENTATIVE

The City designates the Director (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.

IV. DESIGN, PERMITTING AND CONSTRUCTION RESPONSIBILITIES

A. Within 180 days of the effective date of this Agreement, ARG shall submit a Park Master Plan to the Director. Failure to submit the Park Master Plan with all the public input and features identified below, will be a material breach of this Agreement. The Plan will be developed with input from neighborhood groups and PARD. PARD may present briefings to the Parks and Recreation Board regarding any of the parks within the development. The Director has the final authority regarding any approval of the Park Master Plan. This approval will not be unreasonably withheld. The Park Master Plan shall include the following:

1. Inventory of existing conditions, including Environmental conditions and special studies topography, soils, vegetation, heritage trees, creeks, critical environmental features, bank stabilizations, sediment collections, flooding potential, flora and fauna information.
2. Built conditions/land uses: including existing and proposed utilities and easements and other structures.
3. Demographics: (Current and projected) within a 2 mile radius.
4. Site Analysis: The collected data should be represented using maps, diagrams, narratives, to develop opportunity and constraint conclusions that may influence the future development of the park.
5. Community Input. After the effective date of this Agreement, ARG shall hold no less than three community input meetings to develop the Master Plan. Stakeholders

should include all neighborhood associations within 1 mile of the Signature Park. PARD staff shall act as facilitators at the community input meetings.

6. Vision Plan. At least one vision plan should be developed after the site analysis and at least one community input meeting. The vision plan should include goals, and planning principles that will guide the master planning for the facility. The vision plan will also include a spatial representation of key images and sketches identifying the intended character of the uses and proposed park elements. The Vision Plan should be presented for input at one of the community input meetings.

7. Park Plan. This stage refines program elements and must include the City Park Improvements found in Section IV. D. Exhibits and narrative should outline the square footage required for major program elements; and projected maintenance and long-term capital replacement costs. The Park Plan should be presented for input at one of the community input meetings.

8. Plan Implementation. A phasing plan, if applicable, should identify priorities for park construction by priority order.

B. Within 180 days of the approval of a Parks Master Plan by the Director, ARG shall submit a site plan to the City for both the Signature Park and Pocket Park. If such site plans are not submitted as required, the City shall withhold approval of any additional site plans on the property until ARG is in compliance with this requirement.

C. Within 2 years of the approval of the Site Plans for the Signature Park and Pocket Park, construction of both the Signature Park and Pocket Park shall be completed and the Parks dedicated to the City of Austin. If construction is not completed, the City shall withhold approval of any additional site plans on the property until ARG is in compliance with this requirement. The City acknowledges and agrees that because the City Parks Improvements will be constructed before the Parks and City Park Improvements will be dedicated, ARG is not obligated to publicly bid any work related to the City Park Improvements prior to dedication. However, ARG shall insure 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 Parkland and City Park Improvements. Moreover, any improvements or construction done by ARG 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.

D. The **City Park Improvements** shall meet the minimum City standards for materials and specifications, shall be included in a Site Plan, and shall include but not be limited to the following elements:

1. A concrete Urban Trail from the intersection of Bull Creek Road and 45th Street through the Signature Park and through Gregg Hill Park adjacent to Jefferson Street. The portion of the trail through Gregg Hill Park shall be named Tea Garden Trail. PARD

shall place signs to so designate in accordance with the deed dedicating this portion of the trail;

2. Recreational amenities surrounding the Project's pond to be located in the Signature Park;

3. Active recreational equipment for children, seniors, and the public in general;

4. Street access for the signature park of at least 705 linear feet; and

5. A relatively flat multi-purpose field suitable for recreation.

E. Minimum construction costs for City Park Improvements within the dedicated Parks, not including the costs to construct the concrete Urban Trail and any water quality and detention pond as well as the amenities that ARG may build around the pond, shall be calculated as follows: the total number of market rate dwelling units approved in the PUD Ordinance including congregant care units with kitchens multiplied by \$750. An engineer's estimate of construction costs for City Park Improvements shall be provided to PARD for approval of each site plan submitted for any portion the Parks. Construction costs may not include design and project management costs.

F. Before the City issues a Certificate of Occupancy for either the Signature Park or the Neighborhood Park, ARG shall prepare a land title survey showing the final boundaries of the real property to be donated to the City as City Parkland Area (a "Survey") and deliver such Survey to the City. After delivery of the Survey and before the City issues a Certificate of Occupancy for either the Signature Park or the Neighborhood Park, ARG shall execute and deliver to the City a special warranty deed ("Deed") conveying the City Parkland, subject only to the Permitted Exceptions. The land title survey and Phase I ESA with no further recommendations must be certified to the City. The City will not accept title to the property without these documents.

G. ARG shall have no right, authority, or power to bind the City or any interest of the City in the City Parkland or the City Parkland Improvements for labor, materials, or any other charge or expense incurred in construction of any improvements or other work done on the City Parkland. ARG 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 Park or the City Parkland Improvements, and ARG 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 City Parkland Improvements. If any liens or claims for labor or materials supplied or claim to have been supplied to the City Parkland or City Parkland Improvements are filed, ARG 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 City Parkland Improvements by any Contractors or other claimant.

H. ARG 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. ARG 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. ARG shall, in all solicitations or advertisements for employment placed on or behalf of ARG, 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. ARG 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, Ch. 469, Texas Govt. Code, (iii) Americans with Disabilities Act Accessibility Guidelines, and (iv) the Texas Accessibility Standards.

J. ARG and its Contractors shall perform the obligations set forth in the Agreement as independent contractors.

K. Except as may be permitted in any Site Plan approved with respect to City Parkland, ARG shall secure advance approval for all removal, cutting, and pruning of trees on the City Parkland that will be dedicated to the City or on any other PARD property where the City Parkland Improvements will be constructed. To secure this approval, ARG shall present a tree trimming plan (the "**Tree Trimming Plan**") to the Director no fewer than 14 calendar days before the day the pruning will occur. The Tree Trimming Plan shall identify the trees and limbs to be removed, cut, and pruned and shall identify the technique that shall be utilized to prune each tree in an effort, without negatively impacting any existing trees. In addition, each tree or limb to be removed, cut, and pruned must be marked in the field.

L. Upon completion of construction of City Park Improvements permitted in a Site Plan (a "**Construction Project**"), ARG 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 ARG by either submitting a list of items still requiring completion, or by accepting the Construction Project with respect to the particular phase of the Construction Project. Acceptance of the Construction Project or any phase shall be evidenced by a letter of acceptance from PARD (the "**Acceptance Letter**"). The City must issue an Acceptance Letter to accept the City Park Improvements and the City Parkland (the "**City Acceptance**"). No certificate of occupancy for the City Park Improvements will be issued until PARD has issued the Acceptance Letter.

M. When all of the Park Improvements are complete, and ARG has delivered all warranties, documented that there are no liens for the work performed, and provided a current Phase 1 ESA with no further recommendations certified to the City for the parkland, provided a final and complete survey, and provided any additional documentation reasonably required by the City, the City shall accept the Parkland and shall record the Deed. ARG's failure to provide the documents requested by the City relieves the City of the requirement to accept the Parkland and Park Improvements and will be an event of default under this Agreement.

V. MAINTENANCE, REPAIR, AND CAPITAL IMPROVEMENT RESPONSIBILITIES

A. The Parks Operation Manager will at all times during the Term, keep and maintain, or cause to be kept and maintained, the Parks, including the City Park Improvements and all other buildings and improvements erected in the Parks in accordance with the Master Plan approved by the City, in a good state of appearance and repair (except for reasonable wear and tear) and to at least a "Level One" standard based on current City park maintenance standards at the sole expense of ARG its successor and assigns, including the Association. Level

One maintenance is required in the areas of the City Parkland associated with high-traffic urban usage. The high traffic areas will be delineated in the Master Plan. The Parks Operation Manager shall be responsible for the performance of all of the duties and obligations provided in this Agreement with respect to the operations and maintenance of the City Parkland.

B. The maintenance and operation of the City Parkland and City Park Improvements 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). This funding may be supplemented by payments from the City to the Parks Operations Manager for documented improvements and maintenance made to the City Parkland. The Parks Manager shall only submit requests for payments for work that is consistent with the Level One requirements below. The payments are limited to the funds in the account established by the City for these parks and trails. The funds shall be set aside by the City in such lawful manner as the City may implement. The fees and charges collected by PARD for this City Parkland are the sole source of funds to be included in this account, unless additional funds are approved by council. The funds shall be used for actual construction or maintenance costs to the public areas of the City Parkland and trails in the Grove development. PARD may use these funds for its improvements and repairs to improvements it places on the City Parkland. If ARG has costs for improvements and repairs and there are funds in the account to pay for these improvements and repairs, ARG shall submit sufficient documentation of payments, including receipts to the City before payment will be made. The City will not pay funds in advance of any work. The City is only obligated to make payments from this fund after ARG has completed its obligations under Section IV. (E) above. These funds are not a credit toward the improvements to be paid for by ARG.

C. ARG 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 City of Austin for taxes, and of § 2-8-3 of the Austin City Code concerning the right of City of Austin to offset indebtedness owed City of Austin.

D. ARG acknowledges that the City has provided notice that the City's payment obligations to ARG or the Parks Operation Manager are payable only from funds appropriated or available for the purpose of this Agreement. If the City does not appropriate funds for this Agreement, or if there are no other lawfully available funds for this Agreement, the Agreement is void. City shall provide ARG or the Parks Operations Manager notice of the failure of City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement or the reduction of any appropriation to an amount insufficient to permit City to pay its obligations under the Agreement.

E. Level One includes the following requirements:

Level One

The following maintenance requirements will be met for the areas identified as high-traffic areas in the Master Plan approved by the City.

- **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 with 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.
- **Playgrounds, Water Features, Exercise Courses and Fountains:** Staff inspects all playground equipment and areas on a daily basis (High Frequency) to ensure the equipment is in safe, clean, operating condition and the surfacing is free and clear of hazards. Staff trained by or passed the National Playground Safety Inspector (NPSI) Program will inspect the playground equipment and area at least two times per year (Low Frequency). The water play feature will be inspected and test operated on a daily basis to ensure that it is in safe, clean condition and is operating properly. 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.
- **Sport Courts:** If the Sport Courts are constructed pursuant to the Master Plan approved by the City, all sports courts will be inspected on a daily basis to ensure safe and clean conditions. Any damaged or missing nets will be replaced immediately. Hard surface courts will be swept and washed with a power washer on an as needed basis. Sand volleyball courts will be checked weekly have the base material leveled and fluffed on an as needed basis. Lighting systems and timers will be checked weekly for problems and work requests generated to repair the deficiencies immediately.
- **Skate Park – BMX:** If the Skate Park – BMX is constructed pursuant to the Master Plan approved by the City, due to the high visibility and visitation of these amenities, skate parks are to be inspected daily for safety, cleanliness, graffiti, and general liability. Surfaces will be swept daily or as needed. Deficiencies are documented on the facility checklists and repairs are prioritized.
- **Area / Security Lights, Flag Poles, 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. Flag poles will be checked weekly of ropes, cables, and flags will be replaced as needed due to wear and damage. 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, playgrounds, ball fields, sports courts, 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.

F. The City has the right to approve any management company hired, or otherwise placed under contract, by ARG for the operations and maintenance of the City Parkland and City Park Improvements. ARG 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.

G. After City Acceptance, any alterations, improvements, or new construction work in the Park by ARG or its successors and assigns following completion of the initial City Park Improvements requires prior written approval from the Director. If new permits or site plan corrections are required for any alterations, improvements or new construction, PARD staff also will timely and reasonably review and approve such plans or corrections.

H. After ARG dedicates the City Parkland, or any portion of the City Parkland, to the City, the City may repair, modify or construct City Park Improvements after ARG constructs the initial City Park Improvements; if the City gives at least 60 days written notice to the Parks Operation Manager before commencement of any non-emergency repair, modification, or construction.

I. **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 City Park Improvements to insure 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. Failure to allow the conduct of any inspections as may be required shall not operate as a waiver of the City's right to conduct these inspections and shall not be considered a default of the terms of this Agreement

J. Illegal Use Not Permitted. ARG may not use any part of the Parks, the City Park Improvements, or any other building 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 City Park Improvements.

K. Licenses and Permits. The Parks Operation Manager shall comply with the provisions of Article XIII below with respect to sale in the Parks of (1) food and beverages, (2) merchandise related to or consistent with the permitted uses, (3) goods and services in furtherance of the permitted uses, and (4) upon approval of the Director, alcoholic beverages. All permits shall be displayed in a conspicuous location.

L. Rules and Regulations. Except as otherwise may be provided in this Agreement or in the PUD Ordinance, the Parks Operation Manager shall (i) comply and conform with the applicable requirements and conditions of Chapter 8-1 of the Austin City Code relating to the administration of public parks, and the guidelines and rules established by PARD for the use and enjoyment of public parks (collectively, the "**City 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 City Park Improvements, and (iii) shall secure, or cooperate with the City in its securing, all applicable permits and licenses specifically required for the operation of the City Park Improvements.

M. Utilities. ARG, 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 City Park Improvements to the extent necessary for their safe and efficient operation as determined by the Parks Operation Manager in its reasonable discretion.

N. Funding Source: Funding for maintaining the City Parkland in compliance with this Agreement shall be contained in a segregated account to be used only for the operations and maintenance of the City Parkland, the park facilities, and trails. This account shall be maintained in a federally insured institution. The account shall name the City as the beneficiary. ARG agrees to establish this account so that the City can assume the funds contained in the account if ARG 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. ARG shall provide information regarding the funding and use of the account each year to the PARD representative. ARG and its successors and the Park Manager shall not charge admission fees, concession fees, rent, or other charges for use of the City Parkland. If ARG, its successors, and the Park Manager are operating or have contracted for PARD-approved concessions or special events, ARG, its successors, and the Park Manager may charge the concession operators and may assess charges for the special events. These charges are not part of the city approved fees and charges that the City sets, that are collected by PARD, and that will be deposited in the account established by the City for payment of costs as set forth in Section V.(B) above. However, any ARG charges shall be

used solely for operations and maintenance of the City Parkland, park facilities, and trails within the Grove.

VI. MANAGEMENT PLAN AND COMMITTEE

A. Formation and Operation of a Management Committee. The Management Plan will include the oversight of a Park Management Committee consisting of one member of the PARD staff with responsibilities for contracts and concessions; one member of PARD staff with responsibilities for Programs; one member of PARD staff responsible for maintenance; one representative or designee of ARG; one resident member of the Association board formed for property management; and one employee of the Association formed for property management whose duties include park management; and one representative from the Bull Creek Road Coalition (BCRC) nominated by the BCRC. However, if the BCRC ceases to exist, this representative will be from the Ridgelea neighborhood association and will be appointed by the association.

B. Management Plan and Annual Programming. At least three months before the anticipated opening date of the City Park Improvements, and every year after by April 1st, ARG, with the participation of the Management Committee, shall provide first to the Management Committee for its review and recommendation, and then to the Director for the Director's review and approval, a management plan for the Park Operations Manager (the "**Management Plan**") and an annual programming plan (the "**Annual Programming Plan**") for maintenance and operation of the City Parkland in a form and substance reasonably acceptable to the Director for a period ending on the last day of the City fiscal year that is for a 12-month term (the initial period shall end on September 30). The Management Committee must review and provide its recommendation regarding the Annual Programming Plan no later than May 15th and forward it to the Director no later than June 1st. If the Management Committee has concerns regarding the plan that prevent it from recommending it, the Management Committee shall forward the Annual Programming Plan with such concerns to the Director no later than June 1st. The parties shall in good faith negotiate the Management Plan and Annual Programming Plan.

1. Annual Management Plan shall be submitted to the Director no later than June 1st and shall delineate:

- a) Schedules of all mowing and edging of turf, trimming of trees and shrubs, replacement of dead or dying landscaping plantings, regular irrigation and irrigation system repair;
- b) litter control including trash removal and graffiti removal, and insect control using an integrated pest management program approved by the City;
- c) Assumption of payment of all irrigation and other utility charges; and
- d) An accounting of the funds collected and expended for park maintenance for the prior calendar year and the proposal for collections and maintenance for the upcoming calendar year.

2. **Annual Programming Plan** shall be submitted to the Director no later than June 1st and shall delineate:

- a) The programs, activities and any access restrictions that might impact the public's use of the City Park Improvements.
- b) Special Event Coordination Plan and Procedures ensuring compliance with park, facility, federal, state and local requirements, and the listing of the annual events for which ARG or its Park Operations Manager will be requesting permits from PARD and any other appropriate City department with authority over such events.
- c) Diligence in using, managing and operating the City Park Improvements in a manner that maximizes public access, utilization of the City Park Improvements and is responsive to community feedback. Annually or such other period acceptable to the Director, ARG, the Management Committee, and the City will have a public and stakeholder input process, that results in community input regarding service delivery in the Annual Programming Plan. The Annual Programming Plan shall be developed to ensure that programming meets current community priorities and needs during each plan year.

C. After ARG has dedicated the City Park Areas and the City Park Improvements, ARG may use the City Park Improvements to operate and maintain the City Park Improvements for use by the public, for activities authorized by the Management Plan, or paid special events identified in the Annual Programming Plan and permitted by the City and for no other purpose without the prior written consent of the Director. In addition PARD will approve concessions not to exceed 6 months. Concessions that wish to exceed 6 months will be approved through the Parks and Recreation Board Concessions and Contracts Committee approval process.

D. ARG may seek approval from the Director of not more than two amendments to the Management Plan and Annual Programming Plan during the year. These amendments must be reviewed by the Management Committee before being sent to the Director for approval. Amendments must be approved by the Director before they are implemented.

E. Special Events will be approved for one year. For Special Events approved in the Annual Programming Plan, the Parks Operations Manager shall obtain all necessary permits and inspections from the City such as, but not limited to, sound permits, food permits, health and safety review for structures, and fire inspections. For events that will not be offered with such frequency that ARG needs an annual permit, PARD will process the single permit requests within 14 days of submittal of a complete application for the event.

VII. REVENUE; CAPITAL INVESTMENT; RESERVE FUNDS; REPORTS

A. City Parkland Improvements.

1. **Annual Programming Report during the Term.** Within 30 calendar days following the end of each of ARG's annual period during the Term, ARG shall furnish to PARD a report regarding the City Parkland Improvements' annual

programming performance. Within 15 calendar days following the filing of any sales tax reports or federal tax return relating to the operations of the parkland during the Term, ARG shall furnish to PARD a copy of the report or return.

2. 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. ARG, 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.

3. The funds described above shall be kept in the segregated account described above.

VIII. WARRANTIES

Upon completion and City Acceptance of each phase of any Construction Project, ARG must obtain from each of its Contractors a written warranty or bond, acceptable to the City, that the City 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 Construction Project. Each warranty or bond shall be assigned to the City, without further recourse against ARG. ARG must provide the complete warranty or bond documents to the City.

IX. PERMITTED ACTIVITIES OF DEVELOPER WITHIN CITY PARKLAND

If ARG complies with the PUD Ordinance and applicable legal requirements, the following activities by ARG, Association and the Parks Operation Manager are permitted within the City Parkland, and ARG, its successors and assigns, have the right to construct in accordance with an approved Site Plan or other applicable permit, and to maintain as necessary within any City Parkland the following:

- (i) water quality and detention controls and facilities to serve the Project, provided that such improvements are also designed and maintained as aesthetic amenities in accordance in the PUD Ordinance,
- (ii) drainage facilities,
- (iii) utility improvements and facilities,
- (iv) floodplain modification, restoration or enhancement work and improvements approved by the City,
- (v) landscaping,

- (vi) Park identity and directional signage consistent with the standards in PARD's Sign Manual,
- (vii) City Park Improvements as allowed by this Agreement,
- (viii) any Urban Trails and bridges over Shoal Creek approved by the City, and
- (ix) any City Park Programming approved by the City pursuant to the terms of this Agreement and applicable City requirements.

In performing or conducting these activities, ARG, the Association or the Parks Operation Manager as applicable shall minimize the impact of such activities on the usage of the Parks to the extent feasible. In addition, except for routine day-to-day operation and maintenance of the Parks, ARG, the Association or the Parks Operation Manager as applicable shall reasonably notify and coordinate with the Director regarding these activities.

Unless the work is authorized and completed before ARG dedicates the City Parkland, if ARG is conducting work that will result in a use inconsistent with park use, ARG shall only perform such work after the City has completed a hearing pursuant to Chapter 26 of the Texas Parks and Wildlife Code documenting that there is no feasible alternative for the work to be completed except for conducting the work in the park. ARG is responsible for providing evidence sufficient to allow the City Council the ability to make legally required findings for any Chapter 26 hearing. ARG 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 this construction,

X. CONDITION OF PARK IMPROVEMENT AND MAINTENANCE AREA; DISCLAIMER OF WARRANTY; DAMAGES

A. 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. Except as provided in this Agreement, City is not be responsible, under any circumstances, for any damage to property belonging to ARG, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers, which may be damaged, stolen, or destroyed, and ARG releases City from any responsibility therefore, SAVE AND EXCEPT to the extent allowed by Texas law, the City agrees that it is responsible to the exclusion of any such responsibility of ARG 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. If the City Park Improvements are damaged or destroyed by fire or any other casualty, ARG, Association or Park Operations Manager shall within 90 calendar days from the date of the damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed City Park Improvements and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the City Park Improvements to substantially the condition the City Park Improvements 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 ARG'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 City Park Improvements, the parties can mutually agree to declare this Agreement terminated.

XI. LIABILITY AND INDEMNIFICATION

A. ARG SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY ARG, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, (ARG PARTIES), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE ARG PARTIES IN THIS AGREEMENT OR IN ARG'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE ARG 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. ARG'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. City shall give ARG written notice of a Claim asserted against an Indemnified Party. ARG 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 ARG of any obligations in this agreement. In no event may ARG admit liability on the part of an Indemnified Party without the written consent of City Attorney.

C. Maintenance of the insurance required under this Agreement shall not limit ARG's obligations under this Article. ARG shall require all successors and assigns to indemnify City as provided in this Article. ARG agrees that for any work performed by a volunteer with respect to the Construction Project within the City Parkland under this Agreement, ARG will secure a Volunteer Release Form.

D. Each party is responsible for its own attorneys' fees.

XII. TERMINATION, DEFAULT AND REMEDIES

A. If any party fails to properly fulfill its obligations under this Agreement in a timely manner, or if any party violates any of the provisions of the Agreement, the non-breaching party shall notify the other party in writing of the specific violation of the Agreement.

The breaching party shall have 30 calendar days from receipt of this notice in which to cure any such violations. If the violation cannot be reasonably cured within said 30 calendar day period and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure violation, then the parties may agree in writing to an extension of the period during which the violation must be cured. In addition, the following shall be deemed events of default by ARG under this Agreement:

1. ARG makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;
2. ARG, the Association and/ the Park Operation Manager fails to operate and maintain the Parks for a period of 60 calendar day after notice from the City and an opportunity to cure such failure; or
3. ARG fails to comply with any other term, provision or covenant of this Agreement that is material.

B. 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. If ARG 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 Park Improvements, Construction Project, or any contract documents or contract rights related to construction or maintenance of the Construction Project.

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

E. Any termination of this Agreement as provided in this article will not relieve ARG from paying any sum or sums due and payable to City under this Agreement at the time of termination, or any claim for damages then or previously accruing against ARG under this Agreement. Any such termination will not prevent 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 ARG for any default under the Agreement. All 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. City may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement.

F. ARG 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 City of Austin for taxes, and of § 2-8-3 of the Austin City Code concerning the right of City of Austin to offset indebtedness owed City of Austin.

G. ARG acknowledges that the City has provided notice that the City's payment

obligations to ARG, if any, are payable only from funds appropriated or available for the purpose of this Agreement. If the City does not appropriate funds for this Agreement, or if there are no other lawfully available funds for this Agreement, the Agreement is void. City shall provide ARG notice of the failure of City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement or the reduction of any appropriation to an amount insufficient to permit City to pay its obligations under the Agreement.

XIII. INSURANCE

A. During the Term, ARG and its Contractors, at their sole cost and expense, will obtain, provide and keep in force the Insurance Requirements attached to this Agreement.

B. 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 ARG) containing or including 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. ARG agrees that it will request its insurance carrier to include in its policies such a clause or endorsement. If any such clause or endorsement will require 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. ARG shall provide complete and correct copies of all insurance documents to the City.

XIV. COMPLIANCE WITH LAWS

Except as otherwise provided in this Agreement, ARG, 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 Park Improvements relating to ARG's particular manner of use of the City Park Improvements or which are the direct result of ARG's use of the City Parkland Improvements; (ii) comply with any direction, order or citation made pursuant to law by any public officer requiring abatement of any public nuisance or which imposes upon either of the Parties any duty or obligation arising from ARG's particular manner of use of the City Park Improvements or required by reason of a breach of any of ARG's obligations under this **Article XII** or by or through other fault of ARG; (iii) comply with the Insurance Requirements; (iv) without limiting the obligations of ARG under clause (i) above, and relating to ARG's particular manner of use of the City Park Improvements or which are the direct result of ARG's use of the City Park Improvements 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 Park

Improvements 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 Park Improvements, any Hazardous Substances. ARG agrees to indemnify and hold the City harmless from any loss, cost, claim or expense which the City incurs or suffers by reason of ARG's failure to comply with its obligations under this Agreement.

XV. CONCESSIONS AND SPECIAL EVENTS

In connection with any special events or activities within the Parks, and except as may be expressly provided in this Agreement, the Park Operations Manager will comply with the City Park Rules and the Austin City Charter and any applicable City Code provisions, including noise and amplified sound restrictions, and acknowledges that events and the reservation of the Parks will be limited to those activities consistent with the operation of the Project and such activities will be open to the public. In addition, except as provided in this Agreement, the Park Operations Manager will comply with the permitting provisions of Chapter 8-1 of the Code and the City Park Rules to the extent such special events and activities are related to public health and safety and no person will be discriminated against or excluded from the use of the Parks for permissible park purposes.

1. Public Access. Except for those portions of the Parks that may be temporarily reserved for private events, all special events and activities within the Parks shall be open to the public.
2. PARD Notice. Subject to the applicable provisions of the City Park Rules, if the Park Operations Manager wishes to schedule any special events or activities on the premises, the Park Operations Manager shall reasonably coordinate with the Director and follow the City's requirements with respect to such special events.

Duties and Responsibilities of PARD and the City. Except for the duties, responsibilities and obligations to be performed by the Park Operations Manager by this Agreement, PARD shall continue to have the duty and responsibility for enforcing the City Park Rules within Parks, and for exercising its duties and powers with regard to the public health and safety. The City shall have the duty and responsibility of enforcing penal ordinances and state laws and taking the appropriate action with regard to any violation thereof or other illegal conduct. The Park Operations Manager acknowledges that the City will not be obligated to provide any special police protective services for any special events or activities scheduled by the Park Operations Manager, beyond those that would otherwise be provided by the City in accordance with the provisions of the City Code or the City Park Rules.

XVI. FORCE MAJEURE

A. 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. 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.

XVII. MISCELLANEOUS PROVISIONS

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

C. 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. 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

If to ARG, to:

ARG Bull Creek, Ltd.
Attn: Garrett Martin
9111 Jollyville Road, Suite 111
Austin, TX 78759

Email: garrett@mymilestone.com

with copy to:

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

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

F. 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. 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. 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.

XVIII. ASSIGNMENT

ARG may assign this Agreement with respect to all or part of any City Parkland from time to time to an Association, to an affiliate of ARG, or to a third party, so long as such third party has demonstrated to the City that the third party has the financial and managerial capacity, the experience, and expertise to perform the duties or obligations so assigned. ARG may not assign this Agreement to a third party without City approval. Such approval shall not be unreasonably

withheld. Upon such assignment or partial assignment, ARG, but not its successors and assigns, shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement related to the portion of the City Parkland so assigned.

XIX. 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 effect.

XX. WAIVER

If at any time either Party or their successors or assigns, 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.

XXI. 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.

XXII. 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, governmental immunity under the Constitution and laws of the State of Texas.

XXIII. AMENDMENT IN WRITING

A. 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 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. Notwithstanding any other provision of this Agreement to the contrary, no amendment may be deemed to be a termination of this Agreement. Further, if any portion of a Site Plan 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 ARG or ARG's successors and assigns, failure by ARG 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.

XXIV. NAMING OF CITY PARKLANDS AND CITY PARK IMPROVEMENTS

The parks and park improvements shall be named as set forth in City Code Sections 14-1-37(A) and 14-1-39(I).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

THE EFFECTIVE DATE of this Agreement is the Date first above stated.

ARG:

By: _____

Name:

Title: _____

Date: ____/____/2016

City:

CITY OF AUSTIN, TEXAS

By: _____

Name: Elaine Hart, Interim City Manager

Title: City Manager

Date: ____/____/2016

REVIEWED AS TO CONTENT:
PARKS AND RECREATION DEPARTMENT

By: _____

Name: Sara Hensley

Title: Director

APPROVED AS TO FORM:
LAW DEPARTMENT

By: _____

Name: Leela R. Fireside

Title: Assistant City Attorney

Attachments:

Exhibit A – Legal Description

Exhibit B – Insurance Requirements

Exhibit C – Park

Exhibit " " "
Page 1 of 3
January 14, 2015

75.746 ACRES

DESCRIPTION OF A 75.746 ACRE TRACT OF LAND LOCATED IN THE GEORGE W. SPEAR SURVEY, ABSTRACT NO. 697, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 100 ACRE TRACT OF LAND DESCRIBED IN VOLUME 76, PAGE 225, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND CALLED 75.79 ACRES CONVEYED BY THE TEXAS BOARD OF MENTAL HEALTH AND MENTAL RETARDATION TO THE STATE OF TEXAS, STATE DEPARTMENT OF TRANSPORTATION IN A DEED RECORDED IN VOLUME 10806, PAGE 452, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 75.746 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a brass capped concrete monument stamped "Texas Department of Transportation" found at the intersection of the easterly right of way line of Bull Creek Road (no recording data found to date)(right of way width varies) and the southerly right of way line of W. 45th Street (right of way width varies) as dedicated by SHOAL VILLAGE, Section Two, according to the map or plat thereof recorded in Plat Book 5, Page 150, of the Plat Records of Travis County, Texas, said brass capped concrete monument being the northwest corner of said 75.79 acre tract, the northwest corner of a 44.07 acre tract of land described in a License Agreement between Texas Department of Transportation and The City of Austin recorded in Document No. 2013075371, of the Official Public Records of Travis County, Texas, and the westernmost corner of said SHOAL VILLAGE, Section Two;

THENCE, South 62°04'56" East (record South 60°43'37" East), along the northerly line of said 75.79 acre tract, the northerly line of said 44.07 acre tract, the southerly line of said SHOAL VILLAGE, Section Two, and southerly line of SHOAL VILLAGE, Section Three, according the map or plat thereof recorded in Plat Book 6, Page 71, of said Plat Records, a distance of 919.16 (record 956.52) feet to a brass capped concrete monument stamped "Texas Department of Transportation" found for an angle corner in the southerly line of said SHOAL VILLAGE, Section Three and said 44.07 acre tract;

THENCE, South 63°02'39" East (record South 62°04'30" East), along the northerly line of said 44.07 acre tract and said 75.79 acre tract, and the southerly line of said SHOAL VILLAGE, Section Three, and southerly line of SHOAL VILLAGE, Section Five, according to the map or plat thereof recorded in Plat Book 6, Page 72, and SHOAL VILLAGE, Section Six, according to the map or plat thereof recorded in Plat Book 7, Page 7, both of said Plat Records, passing a brass capped concrete monument stamped "RM5 1970 EL. 634.07" 3.0 feet south of line at a distance of 37.32 feet, a continuing for a total distance of 306.61 feet to a 1/2 inch iron rod found for the southeast corner of said SHOAL VILLAGE, Section Six and the southwest corner of SHOAL VILLAGE, Section Seven, according to the map or plat thereof recorded in Plat Book 14, Page 80, of said Plat Records, and an angle point in the northerly line of said 79.75 acre tract and said 44.07 acre tract;

THENCE, South 63°11'51" East (record South 62°04'30" East), along the northerly line of said 44.07 acre tract and said 75.79 acre tract, the southerly line of said SHOAL VILLAGE, Section Seven, and OAK HAVEN, Section Three, according to the map or plat thereof recorded in Plat Book 11, Page 40, of said Plat Records, passing a 5/8 inch iron pipe found for the southeast corner of said SHOAL VILLAGE, Section Seven and southwest corner of said OAK HAVEN, Section Three, at a distance of 198.54 feet, passing the northeast corner of said 44.07 acre tract at a distance of 327.57 feet, and continuing for a total distance of 358.38 feet to a point in Shoal Creek for the northeast corner of said 75.79 acre tract;

THENCE, along the easterly line of said 75.79 acre tract, the following six (6) courses and distances:

1. South 01°03'01" West (record South 02°43'06" West), a distance of 61.77 (record 61.92) feet to a point;
2. South 34°01'00" East (record South 32°24'52" East), a distance of 148.14 feet to a point;
3. South 23°10'38" West (record South 24°46'46" West), a distance of 151.23 feet to a point in the approximate center meander line of Shoal Creek;
4. South 07°43'12" East (record South 06°07'04" East), a distance of 163.80 feet to a point in the approximate center meander line of Shoal Creek;
5. South 12°37'00" West (record South 14°13'08" West), a distance of 281.04 feet to a point in the approximate center meander line of Shoal Creek;
6. South 01°22'52" West (record South 02°59'00" West), a distance of 514.51 feet to a point in the approximate center meander line of Shoal Creek and in the north line of that tract of land conveyed to the City of Austin in a Deed recorded in Volume 5154, Page 2230, of the Deed Records of Travis County, Texas;

THENCE, continuing along the easterly line of said 75.79 acre tract and the easterly line of said 44.07 acre tract, and the north line of said City of Austin tract and along the northerly and westerly line of RIDGELEA, according to the map or plat thereof recorded in Plat Book 4, Page 258, of said Plat Records, the following three (3) courses and distances:

1. North 62°12'19" West (record North 60°36'11" West), passing a 1/2 inch iron rod found for the most northeasterly corner of said RIDGELEA and northwest corner of said City of Austin Tract at a distance of 42.01 feet and continuing for a total distance of 396.56 feet, to a 1/2 inch iron rod found for the northern most corner of said RIDGELEA;
2. South 31°30'27" West (record South 32°46'32" West), passing the southeast corner of said 44.07 acre tract at a distance of 609.87 feet and continuing for a total distance of 972.58 (record 974.01) feet to a calculated point, from which a brass capped concrete monument stamped "RM9 1970 EL. 624.66" found bears North 27°08' West (record North 25°59' West), a distance of 1.41 (record 1.77) feet;
3. South 28°08'46" West (record South 29°29'34" West), a distance of 369.86 feet to a brass capped concrete monument stamped "Austin State School Annex No. 1 1970" found in the

easterly right of way line of said Bull Creek Road for the westernmost corner of said RIDGELEA and the southeast corner of said 75.79 acre tract;

THENCE, along the said easterly right of way line of Bull Creek Road and westerly line of said 75.79 acre tract, the following three (3) courses and distances:

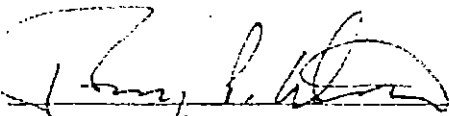
1. North 23°46'51" West (record North 22°26'02" West), a distance of 2035.83 (record 2035.22) feet to a brass capped concrete monument stamped "Texas Department of Transportation" found at the beginning of a non-tangent curve to the right;
2. With said curve to the right having a radius of 199.11 feet, an arc length of 175.61 (record 175.11) feet, a delta angle of 50°32'01" (record 50°30'59"), and a chord which bears North 01°24'51" East (record North 02°49'28 East), a distance of 169.97 (record 169.92) feet to a brass capped concrete monument stamped "Texas Department of Transportation" found at the end of said curve;
3. North 26°42'40" East (record North 27°56'08" East), passing a brass capped concrete monument stamped "Texas Department of Transportation" found for the southwest corner of said 44.07 acre tract at a distance of 559.26 feet and continuing for a total distance of 1055.60 (record 1055.89) feet to the POINT OF BEGINNING containing 75.746 acres of land within these metes and bounds.

Reference is herein made to the map of this tract accompanying this description.

Bearing Basis: Texas Coordinate System of 1983, (Central Zone (NAD_83 (2011))). All distances and coordinates were adjusted to the surface using a surface adjustment factor of 1.000074449. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

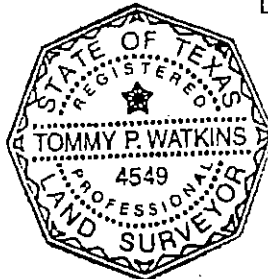
I certify that this description was prepared from a survey made in January, 2015, on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

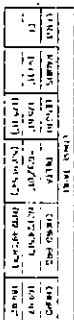
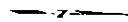


Tommy P. Watkins, R.P.L.S.
Texas Registration No. 4549
3103 Bee Caves Rd., Ste. 202
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01/14/2015
Date



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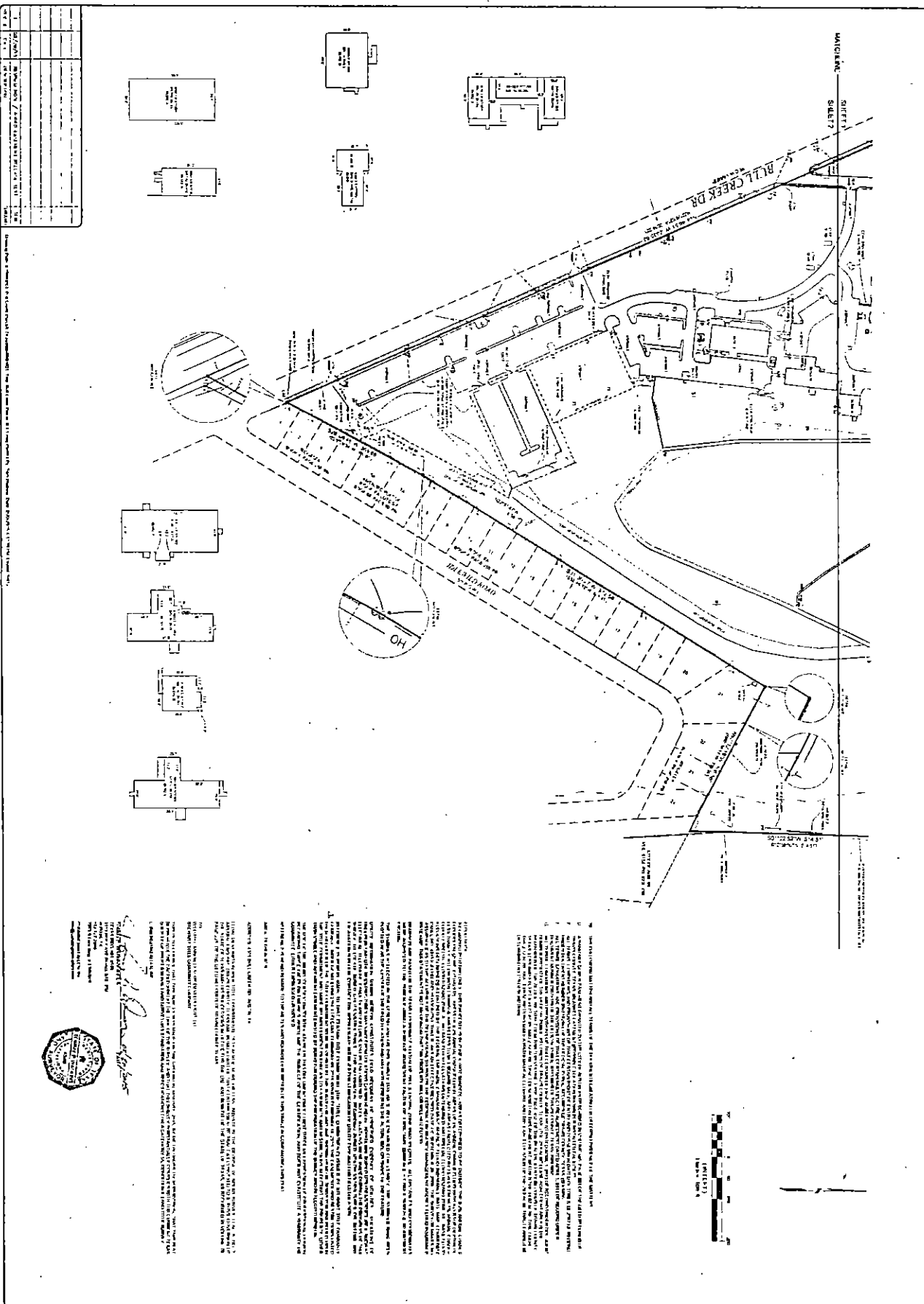


EXHIBIT B

Insurance and Bond Requirements

A. General Requirements

ARG 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 ARG 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, ARG 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 ARG hereunder and is not a limitation of liability on the part of ARG.

Except to the extent commenced prior to the Effective Date, ARG 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.

ARG'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 ARG, be considered primary coverage as applicable.

If insurance policies are not written for amounts specified in this Agreement, ARG, 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.

ARG 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.

ARG 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 ARG, 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 ARG (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 ARG.

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) ARG's contractor and its subcontractors 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. ARG's contractor and its subcontractors shall provide 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 ARG, then ARG 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 ARG, 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 ARG 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 ARG and the City.

Performance and Payment Bonds. In substantial compliance with the provisions of Chapter 2253 of the Texas Government Code, ARG 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 ARG 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 ARG will be in material default under this Agreement.

Payment Bond. ARG 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.

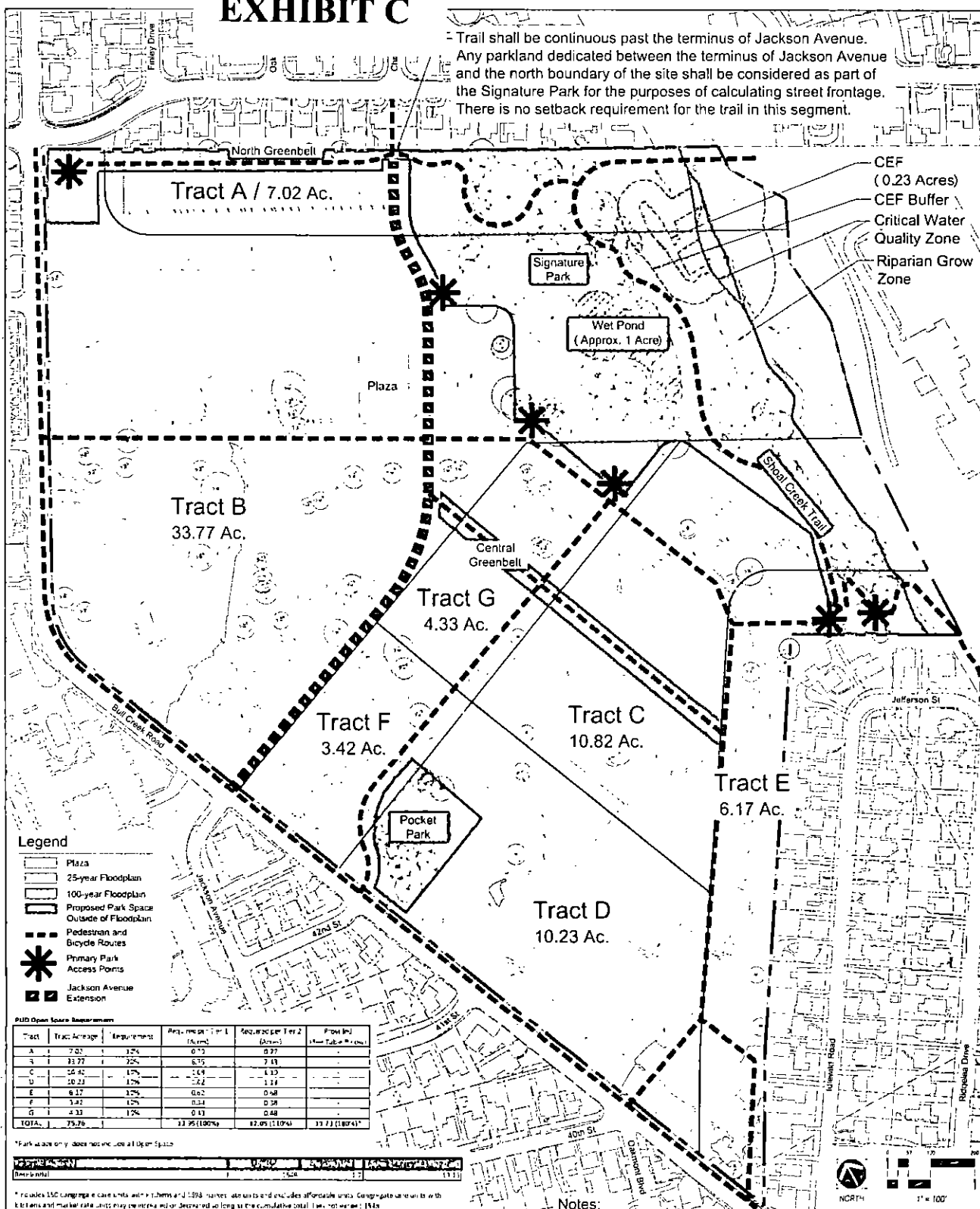
Performance Bond. ARG shall require contractor to provide a performance bond legally issued by a surety meeting the reasonable approval of the City Law Department, in an amount not less than 100% of the total contract price of the Construction Costs, conditioned upon the prompt, full and complete performance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

Builders' Risk Insurance. ARG'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 ARG. ARG 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, the ARG'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.

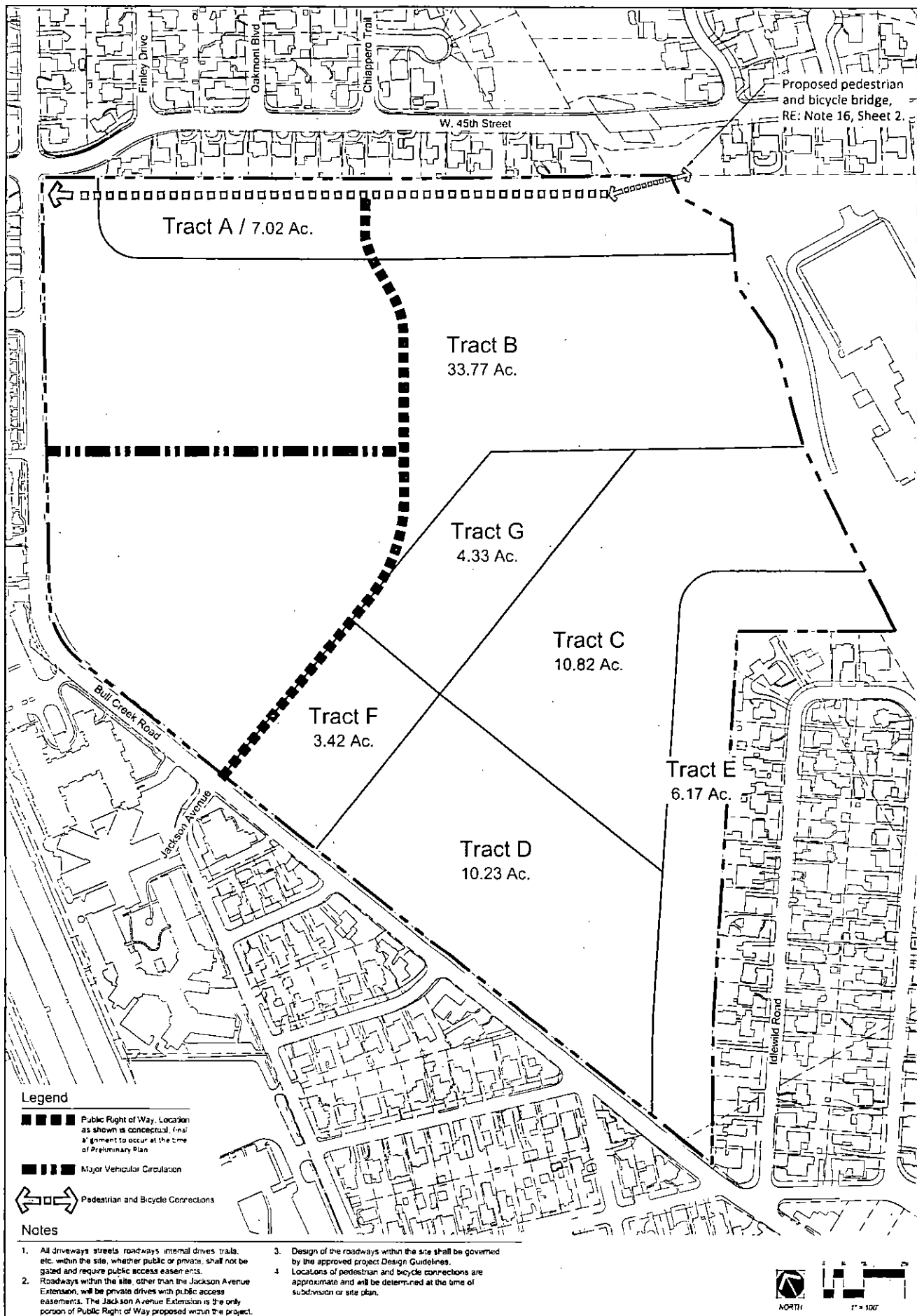
EXHIBIT C

Trail shall be continuous past the terminus of Jackson Avenue.
Any parkland dedicated between the terminus of Jackson Avenue and the north boundary of the site shall be considered as part of the Signature Park for the purposes of calculating street frontage. There is no setback requirement for the trail in this segment.



Notes:

- Plaza: Only areas of the plaza that are publicly accessible and designed for active recreation and community gathering may be credited as parkland. Appropriate parkland uses for the plaza include interactive water features, children's play features, performance areas, game areas, and areas designed for free and casual congregation. If final plaza design does not meet these standards, an additional 0.25 acres of parkland shall be provided elsewhere on site. All city parkland shall be improved and maintained by the Applicant as described in the Parkland Improvement and Operations Agreement.
- Park, trail, and pedestrian and bicycle access locations depicted in this exhibit are approximate and intended to demonstrate compliance with Tier 1 and Tier 2 requirements. Exact locations and boundaries will be determined at Site Plan.
- Trails shown in the Signature Park and North Greenbelt on this Exhibit shall be constructed to the standards of the Urban Trails Master Plan prior to securing the Park to the City.
- The Wet Pond will be designed as an amenity. Recreational uses shall be subject to and/or interact with the pond and users shall be able to approach the pond in multiple locations.
- Public parking shall be provided to serve the signature park. This may be on street parking, garage parking, surface lots or a combination thereof.
- Subject to approval by the City, a trail connection shall be provided from the Shoal Creek Trail to Jefferson Street on the City-owned land at this location.
- The Signature Park shall have a minimum of 70% of total street frontage. This may be a combination of frontage on Jackson Avenue measured along the right of way and frontage along arterial roadways measured along the Street Zone.
- The Pocket Park shall be designed to have an open character from the street frontage and should avoid landscape or other obstructions that block the public view into the park where it abuts the street.
- Residential development that fronts onto public park space should comply with the Parks and Open Spaces Section of the PUD Design Guidelines (Section 11.3).
- 5750 per residential unit shall be provided for parkland improvements, per the parameters outlined in the Parkland Improvement and Operations Agreement, attached hereto.



The Grove at Shoal Creek Planned Unit Development
Roadway Framework Plan

December 15, 2016

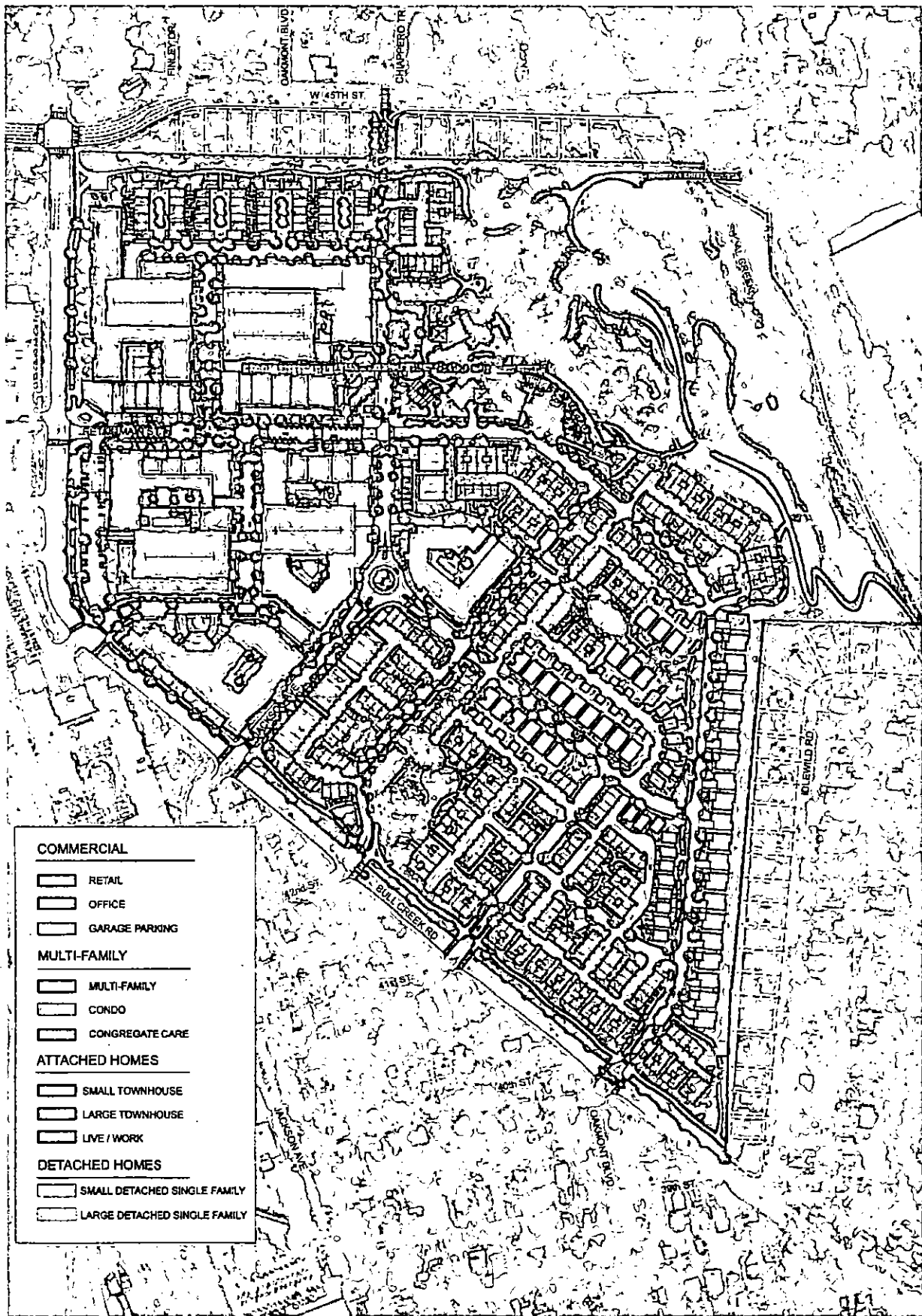
Sheet 1 of 1

2124 E. Sixth Street, Ste 223
Austin, Texas 78702
P 512.900.7888
F 512.900.1185

www.norrisdesign.com



EXHIBIT F



The Grove at Shoal Creek Austin, Texas



The Grove at Shoal Creek

Design Guidelines
December 15, 2016



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1.0 BACKGROUND

1.1 The Site

The site for The Grove at Shoal Creek is an approximate 76-acre parcel in north-central Austin. The property was owned by TxDOT until ARG Bull Creek acquired the site in early 2015 and initiated the planning process that resulted in the Master Plan, Planned Unit Development (PUD) Zoning, and this document.

The Grove at Shoal Creek is surrounded by existing and established Central Austin neighborhoods including Allandale and Shoalmont to the north, Rosedale to the east, Ridgelea and Oakmont Heights to the south, and Westminster and the Post West Austin Apartments to the west. The site is accessed by Bull Creek Road to the west and 45th Street to the North, with the Mopac Freeway located just one block west of the site. There are existing CapMetro bus routes on Bull Creek Road with stops adjacent to the site. There are existing bike lanes on Bull Creek Road which are planned for improvement. The Shoal Creek Trail is also planned to eventually extend up to the project site along Shoal Creek.

Topography on the site falls from west to east, with the west end of the site occupied by existing 1-story office buildings and parking areas as well as relatively flat, undeveloped land. The east end of the site has slightly higher gradients and is dominated by a large grove of heritage oak trees as well as Shoal Creek, which is the site's eastern boundary. About 3.5 acres along Shoal Creek are in the 100-year floodplain.

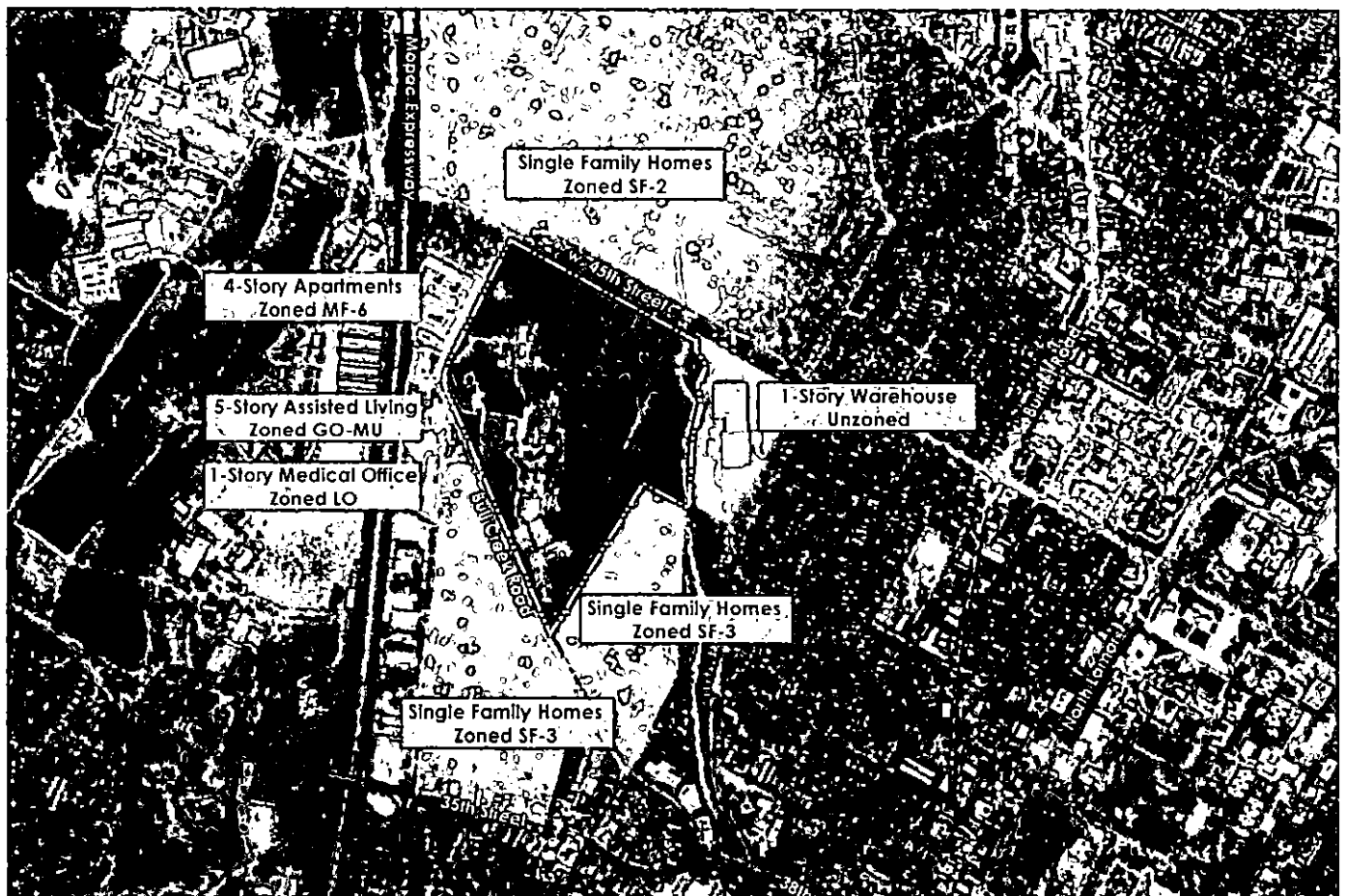


Figure 1.1: Context Map

1.2 Project History

ARG Bull Creek has put considerable effort into building a shared vision for The Grove at Shoal Creek through an inclusive and productive process. To achieve that vision, the project team has conducted an energetic community outreach program for The Grove.

The process began in January 2015 by surveying residents in Allandale, Bryker Woods, Highland Park West/Balcones, Oakmont Heights, Ridgelea, Rosedale, and Westminster at two workshops, and also online. Approximately 216 surveys were collected at the workshops, and 488 were taken online for a total of 704 surveys. Using these survey results, the team developed a vision for The Grove that reflects the community's collective vision in terms of its residential and commercial character, open space and the density of the development.

The team also engaged in dozens of formal meetings with various community groups and neighborhood leaders. Among these groups is the Bull Creek Road Coalition, a group formed in 2012 to help craft a vision and voice for sustainable development on the land ARG Bull Creek purchased from the State of Texas in late 2014, as well as the more recently formed Friends of The Grove.

The effort to publicize these meetings, events, and activities has included hundreds of signs and thousands of pieces of direct mail. The team has also maintained a website (www.TheGroveAtShoalCreek.com).



1.3 Using This Document

This document sets forth Design Guidelines for the design of the built environment within The Grove at Shoal Creek and is incorporated as part of the Planned Unit Development with the City of Austin. These guidelines are intended to supplement the zoning provisions of The Grove at Shoal Creek Planned Unit Development (PUD), which was adopted by the City of Austin on December 15, 2016 as Ordinance No. 20161215-075. The Design Guidelines will be administered by the City of Austin, through the Site Development Permit review process, and are subject to the final recommendations of the Traffic Impact Analysis (TIA).

The Design Guidelines are not intended to be prescriptive solutions that dictate a particular style, but rather performance criteria that can encourage diversity, creativity, and innovation within the framework established here. The Design Guidelines are organized into 5 Sections. This, the first Section, provides an introduction to the property and the document. Section 2 provides an overview of the overall vision and PUD Requirements. Section 3 establishes a framework of streets and transportation corridors that will form the structure of the community. This is the foundation off of which Sections 4 and 5 are built, and many of the guidelines in the other Sections are provided in relation to the framework established in Section 3. Section 4 establishes the architectural character of the community that will develop within that framework, and Section 5 establishes the landscape and open space character and establishes guidelines for lighting and signage. The NACTO Urban Street Design Guide was used as a reference in formulating the street designs in these guidelines and may be a useful guide in determining appropriate solutions for conditions not specifically addressed here.

2.0 THE PLAN

2.1 Vision

The Grove at Shoal Creek is envisioned as a legacy-quality neighborhood and model for innovative mixed-use urban infill development. This vision of community has three primary components: equity, economy, and ecology:



Build Bull Creek as a legacy-quality neighborhood;
a model for sustainable and innovative mixed-use
urban infill development.

Figure 2.1: Vision Diagram

2.2 Guiding Principles

Based on that vision, the development team for The Grove at Shoal Creek developed the following Guiding Principles for the project. These principals where considered in developing the Master Plan and this document.

2.2.1 Create an inviling and integrated project that enhances the experience of the site and its surroundings

2.2.2. Develop a comprehensive built environment with high-quality parks and open spaces shaped by massing and appropriately scaled to their context

2.2.3 Establish a vibrant, people-oriented development pattern that promotes connectivity and prioritizes pedestrian and bicycle circulation over cars

2.2.4 Establish a restorative approach to the development of the site by integrating sustainable strategies and honoring the history and natural character of the land

2.2.5. Create an economically viable development model that maximizes the mix of uses and captures the essence of Austin living.

2.2.6 Shift the conventional interaction between developer and neighborhood to a shared-purpose relationship

2.3 Development Districts

The project is composed of two development districts and a number of park and open space elements. The Development District Map below shows the conceptual layout of these districts on the site. For each building or project on the site, the applicant may select the most appropriate district for the desired use. As described in Section 4, the Architectural Design Guidelines for that building will be based on the selected district.

The Development District Map shown here is conceptual in nature and is not intended as a regulating document. Land Use regulations shall be governed by the approved Land Use Plan in the PUD zoning ordinance approved by the City of Austin on December 15, 2016 as Ordinance No. 20161215-075. Each building or project may select the most appropriate district for the desired project if the project is located in a Tract where that district is allowed, as described in Section 2.4.

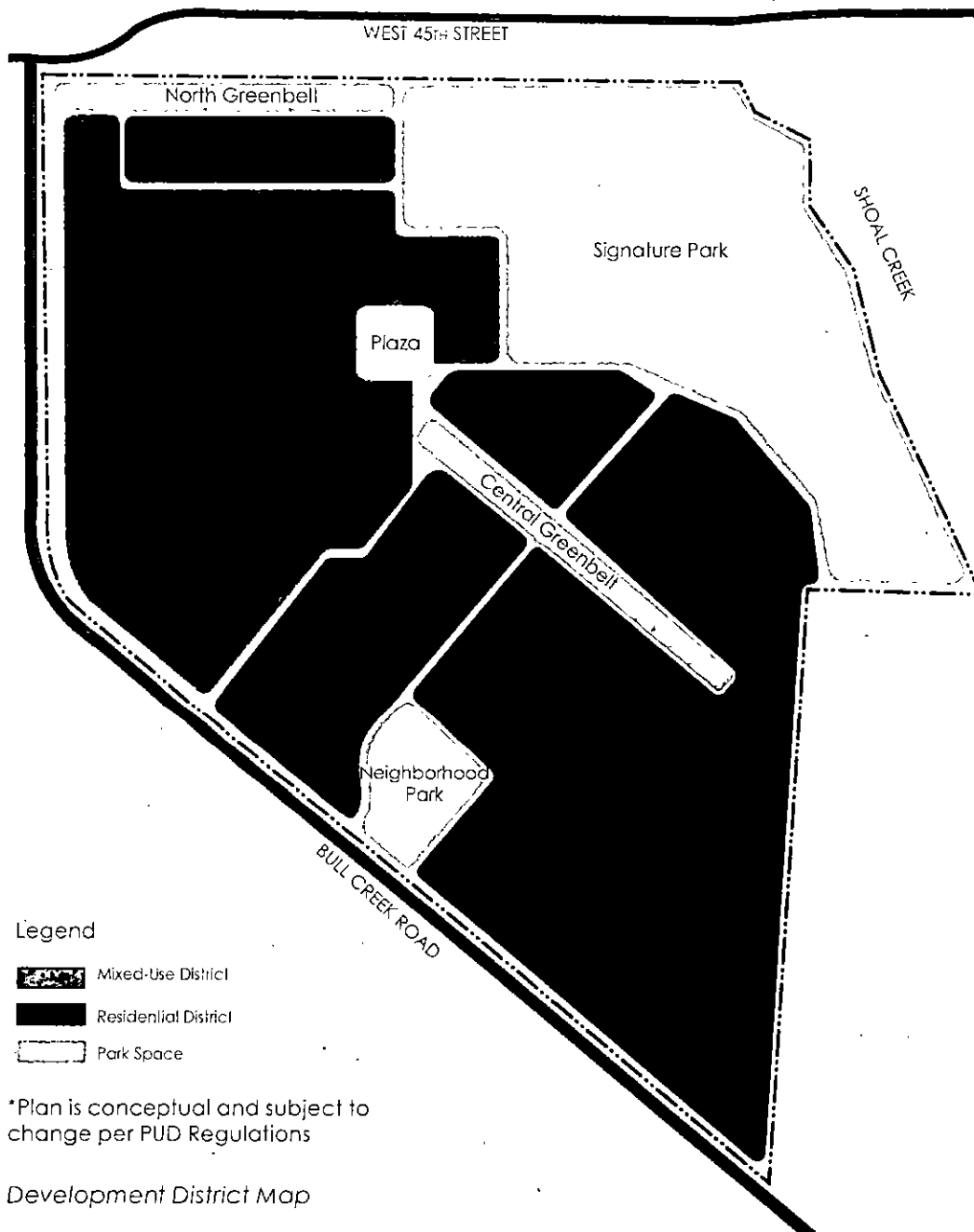


Figure 2.3: Development District Map

2.4 Description of Development Districts



2.4.1 The Mixed-Use District. The heart of the master plan, this district contains a vibrant mix of uses which may include retail, office, high-density residential, live/work, and/or congregate care. This district is allowed in Tracts B, F, and G of the Land Use Plan.



2.4.2 The Residential District. This district contains a mix of for-sale and rental housing products including detached residential, townhomes, row houses, live-work units, stacked flats, and apartments. This district is allowed in all Tracts of the Land Use Plan.



2.4.3 Parks and Open Space. The parks and open space component of The Grove at Shoal Creek shall consist, at a minimum, of the Signature Park, Pocket Park, Central Greenbelt, North Greenbelt, and Plaza. Approximate locations and sizes are depicted in Figure 2.3. Park buildings and park structures are premittted in parks and open space.

2.5 Planned Unit Development (PUD) Land Use Plan

The Land Use Plan, shown here for reference, as adopted in the City's zoning ordinance, provides the land use regulations for the project and asserts the site development regulations for each tract, including height, FAR, setbacks, and impervious cover limitations for each parcel.

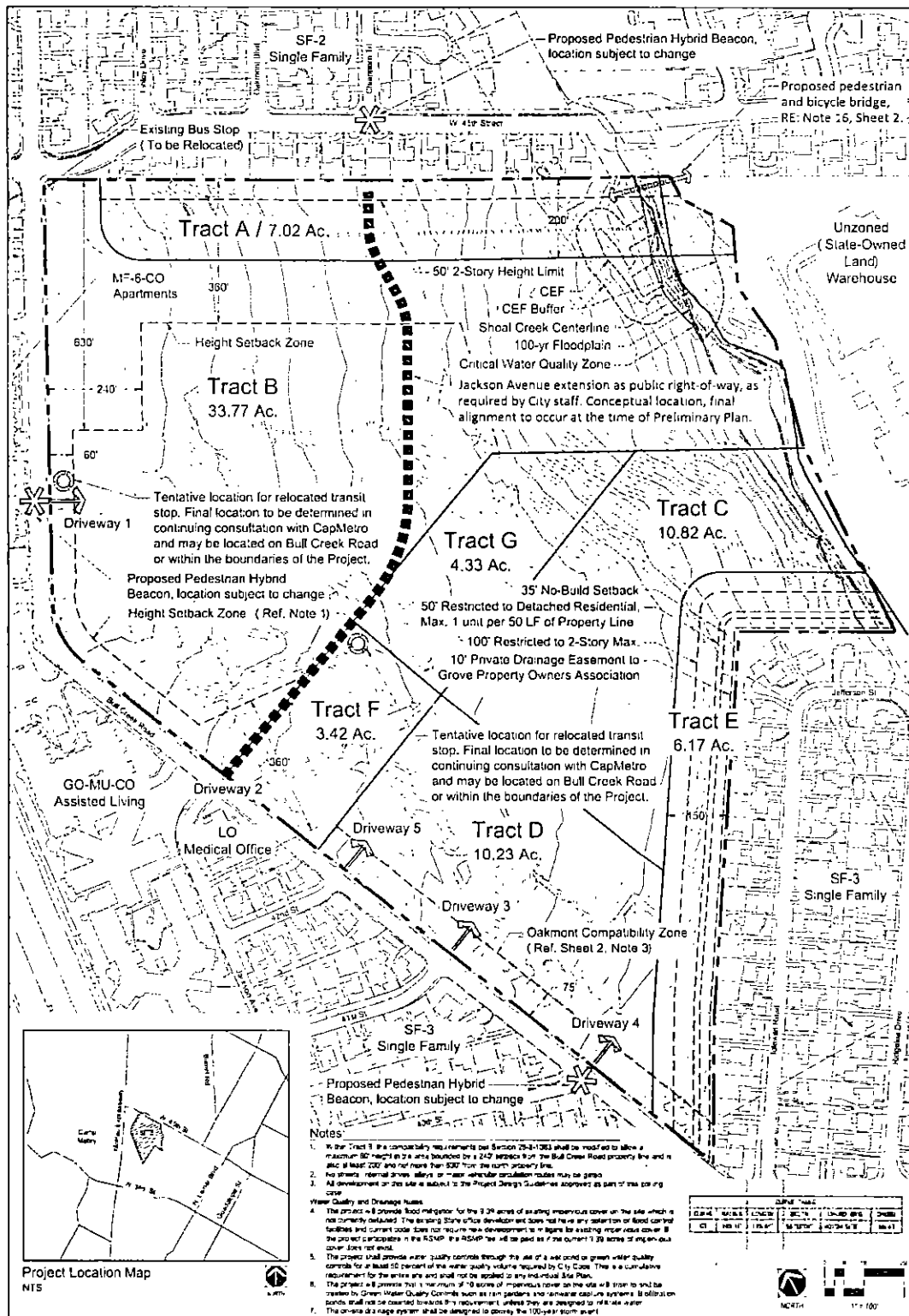


Figure 2.5: PUD Land Use Plan

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3.0 FRAMEWORK

3.1 Intent

Section 3 of The Grove at Shoal Creek Design Guidelines establishes standards and requirements for the framework of streets, sidewalks, paths, trails, alleys, and other circulation routes. These Framework Elements will organize the site and define not only the site's transportation system, but also some of its most important public spaces and pedestrian environments. The intent of this Section is to:



3.1.1 Create a basic framework for organizing the site and ensuring that buildings and other elements can relate appropriately to the street to create a cohesive visual identity and attractive street scene;



3.1.2 Ensure efficient pedestrian, bicycle, and vehicular circulation that is people-oriented, promotes connectivity, and prioritizes pedestrian and bicycles circulation over cars;

3.1.3 Create a high-quality street environment with street trees and properly scaled roadways and sidewalks;

3.1.4 Add urbanity to the street by providing opportunities for pedestrian friendly uses within and adjacent to the street;

3.1.5 Ensure that adequate vehicular parking is accommodated and well integrated into the street environment;



3.1.6 Provide opportunities for the integration of green infrastructure into the street environment;

3.1.7 Ensure that The Grove at Shoal Creek is developed as a comprehensive built environment.



3.2 Using This Section

This Section provides a Master Framework Plan indicating the overall layout of streets and other circulation patterns on the site. Each street, alley, or trail indicated on the Master Framework Plan is keyed to a specific cross section defining its dimensions, characteristics, and features.

Jackson Avenue will be a publicly dedicated street within The Grove at Shoal Creek. All other streets in The Grove at Shoal Creek will be privately owned and maintained but permanently accessible to the public. This means there is no public right-of-way, except for Bull Creek Road and Jackson Avenue. Instead, this document defines a "Street Zone" for each street, as well as supplemental "Greenway Zones" in certain instances. These zones establish the area in which the Framework Section sets the design standards. Other Sections of this document will set the Design Standards for spaces and elements outside the Street Zone, and may set standards for how those elements shall relate to the street using the Street Zone as a boundary line.

For the Retail Main Street, Green Streets, Secondary Retail Streets, and Residential Streets, the following additional standards apply:

1. Public access and utility easements (where needed) shall be provided for the entirety of the private street lengths, granting control to the City of Austin of all traffic elements for intersections between public right-of-way and any private streets/driveways within the development.
2. These streets shall be designed to include 50 feet minimum tangent for intersection approaches and a 100 feet minimum centerline radius for horizontal curves. Horizontal geometry for these streets may be varied with approval of the Director.

Dimensions are provided in the roadway sections that follow. These dimensions are labeled as follows:

- Min: Represents the minimum allowable dimension for this feature or space
- Max: Represents the maximum allowable dimension for this feature or space
- Approx: This dimension is approximate and may be modified as needed by the design team

Tree spacing is also provided within the roadway sections. In all areas, tree spacings are meant to represent an average spacing, and this average applies only to the length of the street between intersections. Tree spacing may be regular or irregular as appropriate to the individual design of the street and the limitations of utility locations, driveway locations, existing trees, and other existing or planned obstacles that may interfere with tree placement. Street trees are generally located in a planting zone that is a minimum of 7' wide. The planting zone shall be continuous and located adjacent to the curb. Utility compatible trees may be substituted for shade trees where utility conflicts exist. In some cases, trees may be provided adjacent to the Street Zone where utility and/or driveway conflicts prevent the placement of the tree within the street zone.

Rain gardens and biofiltration facilities are also shown in many of these sections. The feasibility of these features is subject to a number of engineering factors outside of the scope of these Design Guidelines including slope, utility conflicts, etc. While the PUD ordinance requires a certain amount of these facilities, and these facilities are generally allowable as shown and desired where feasible, they are not required in any given Street Zone or street section. Rather, the commitments made in the zoning ordinance to provide a certain percentage of the site's water quality through innovative water quality controls and to drain a certain percentage of the site's streets directly into rain gardens or other landscape features will dictate the minimum requirements for these features.

3.3 Master Framework Plan

The Master Framework Plan provides an overview of the possible layout of streets and other framework elements. Certain elements of the Master Framework Plan are considered Primary Framework Elements. The general location and orientation of these Primary Framework Elements should be as shown, only minor variations should be made as appropriate to improve alignments or traffic performance and optimize building parcels. By contrast final alignment and orientation of the Secondary Framework Elements is flexible and may vary from the Master Framework Plan so long as the final arrangement still creates a well-connected framework consistent with the Intent of this Section.

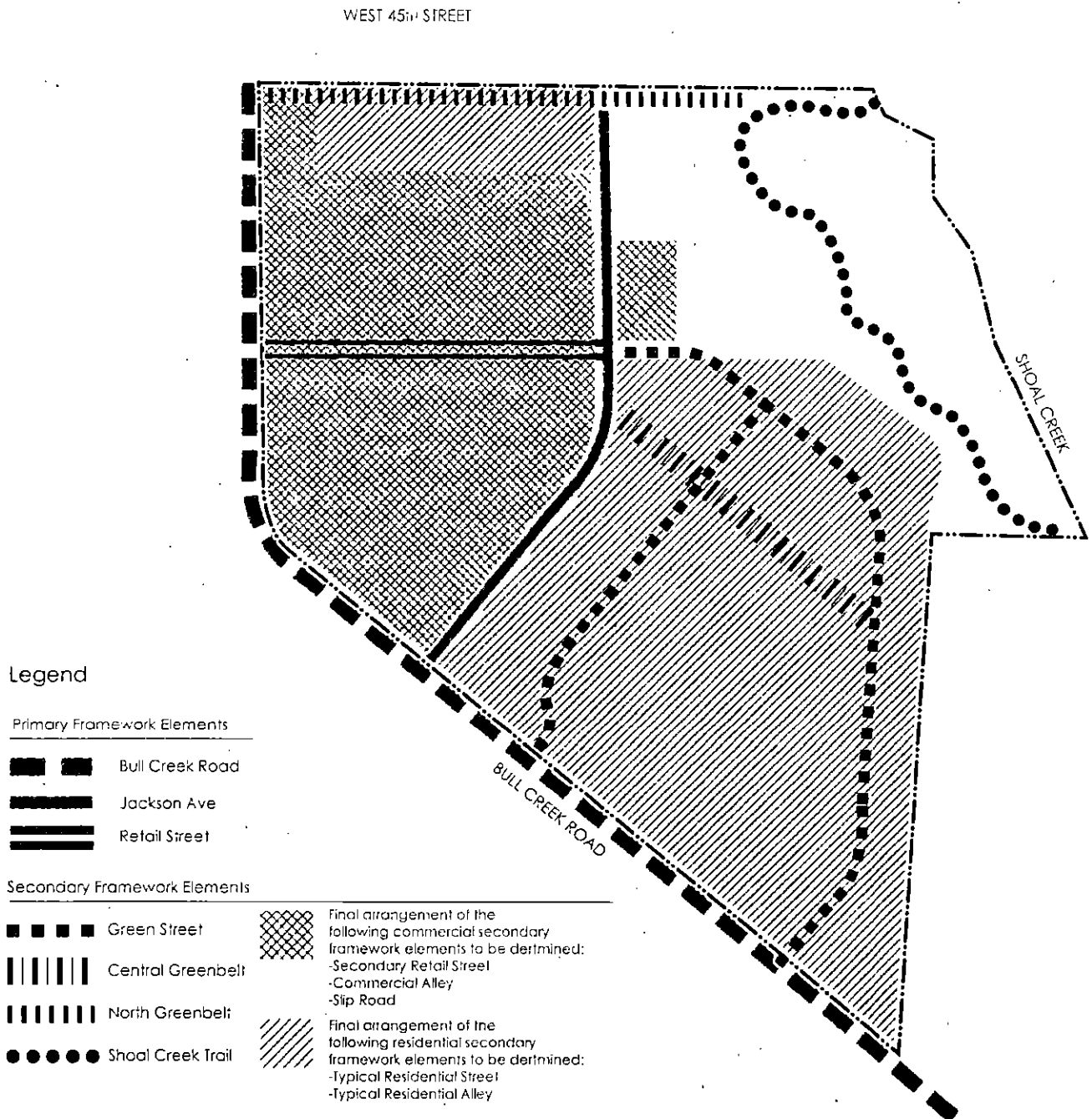
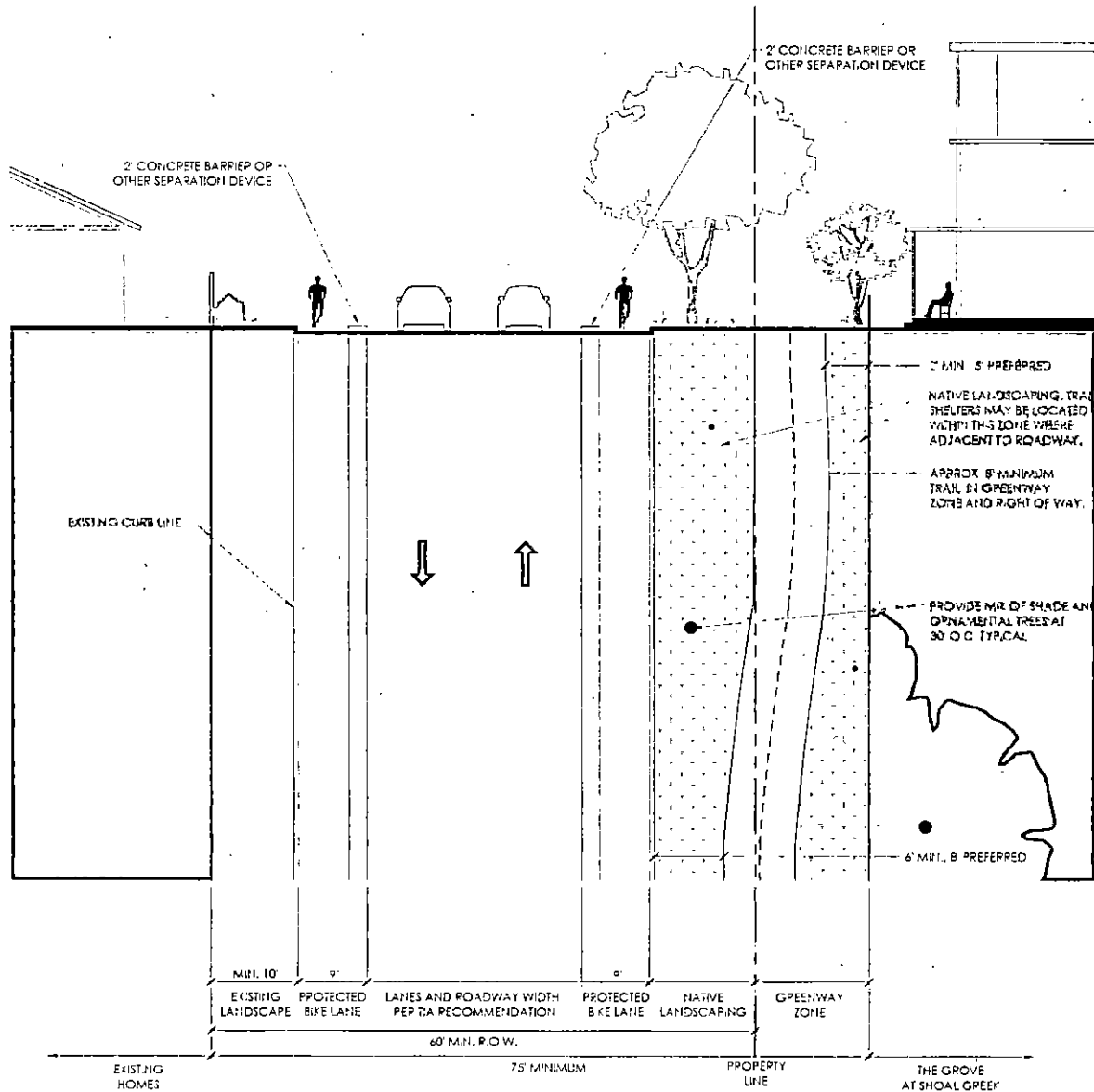


Figure 3.3: Master Framework Plan

3.4 Primary Framework Elements

3.4.1 Bull Creek Road

The intent of Bull Creek Road is to create a high-quality edge for the project that is inviting and provides exceptional facilities for pedestrians and bicyclists. These standards define the relationship of the site and the Bull Creek Road Trail to Bull Creek Road. The final design of the roadway within the right-of-way will be determined by the project's Traffic Engineer and is not governed by this document.



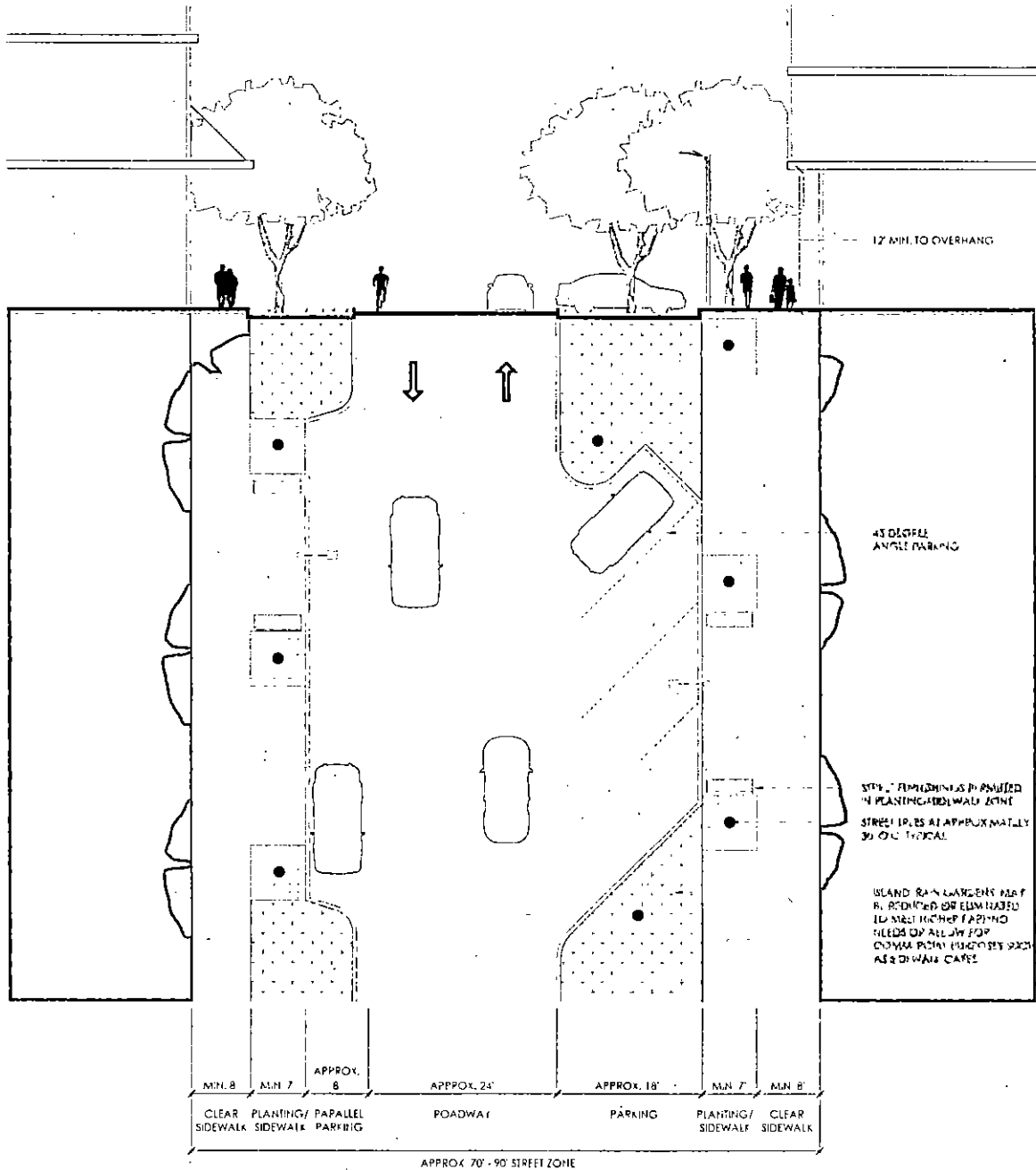
NOTES:

1. THE EXISTING CURB ALONG THE WESTERN SIDE OF BULL CREEK ROAD MAY REQUIRE REALIGNMENT IF A 10' MINIMUM PLANTING ZONE CANNOT BE ACHIEVED.
2. THE MULTI-USE TRAIL SHALL BE LOCATED WITHIN A PUBLIC ACCESS EASEMENT.
3. THE PROTECTED BIKE LANE MAY SHARE SPACE WITH DEDICATED RIGHT TURNS WHERE PROVIDED.
4. THE PROTECTED BIKE LANE MAY BE REDUCED TO 5' WIDE WHERE NEEDED TO ACCOMMODATE ADDITIONAL LANES.
5. CURB BASS ON EAST SIDE OF ROADWAY MAY BE REDUCED TO ALLOW FOR ADDITION OF NORTHBOUND BIKE LANE.

Figure 3.4.1: Bull Creek Road

3.4.2 Retail Main Street

The intent of the Retail Main Street is to create a wide, comfortable pedestrian environment that is conducive to successful retail uses and promotes interaction between users.



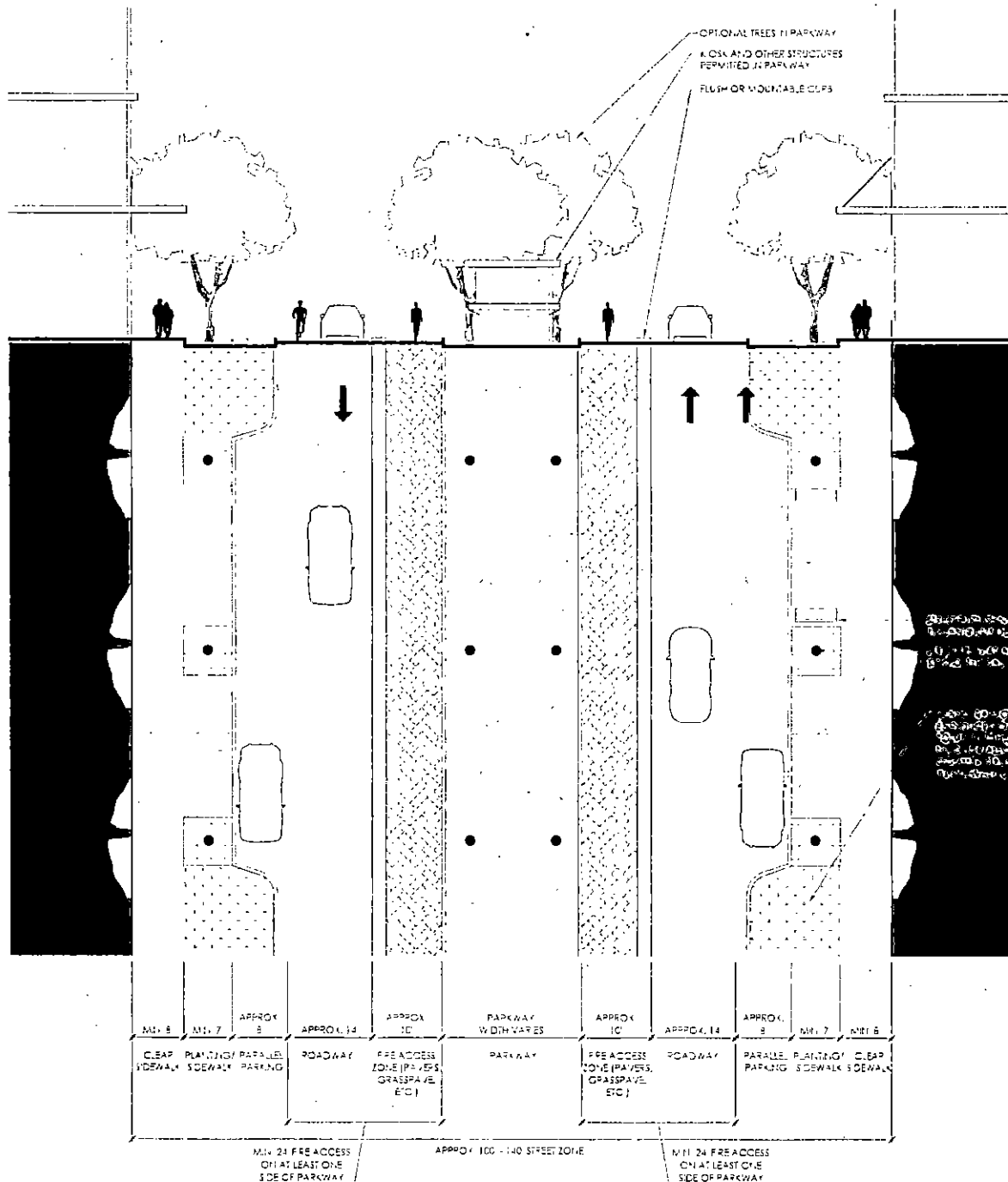
NOTES:

1. WHERE HEAD IN OR BACK IN ANGLE PARKING IS USED ALONG THE STREET, THERE MAY BE A MAXIMUM OF 7 CONSECUTIVE PARKING SPACES. A MINIMUM 5' BREAK WITH PLANTINGS OR SIDEWALK AMENITIES MUST SEPARATE THESE LENGTHS OF PARKING.
2. ANY COMBINATION OF PARKING CONFIGURATIONS (PARALLEL OR ANGLED) MAY BE USED.

Figure 3.4.2.a: Retail Main Street

3.4.2 Retail Main Street - Parkway Alternative

This section is allowable in lieu of Section 3.4.2a for any segment of the Retail Main Street to provide for a parkway space in the middle of the roadway. This section will add open space and vibrancy to key segments of the Retail Main Street. Angle parking configurations are also permitted with this street section.

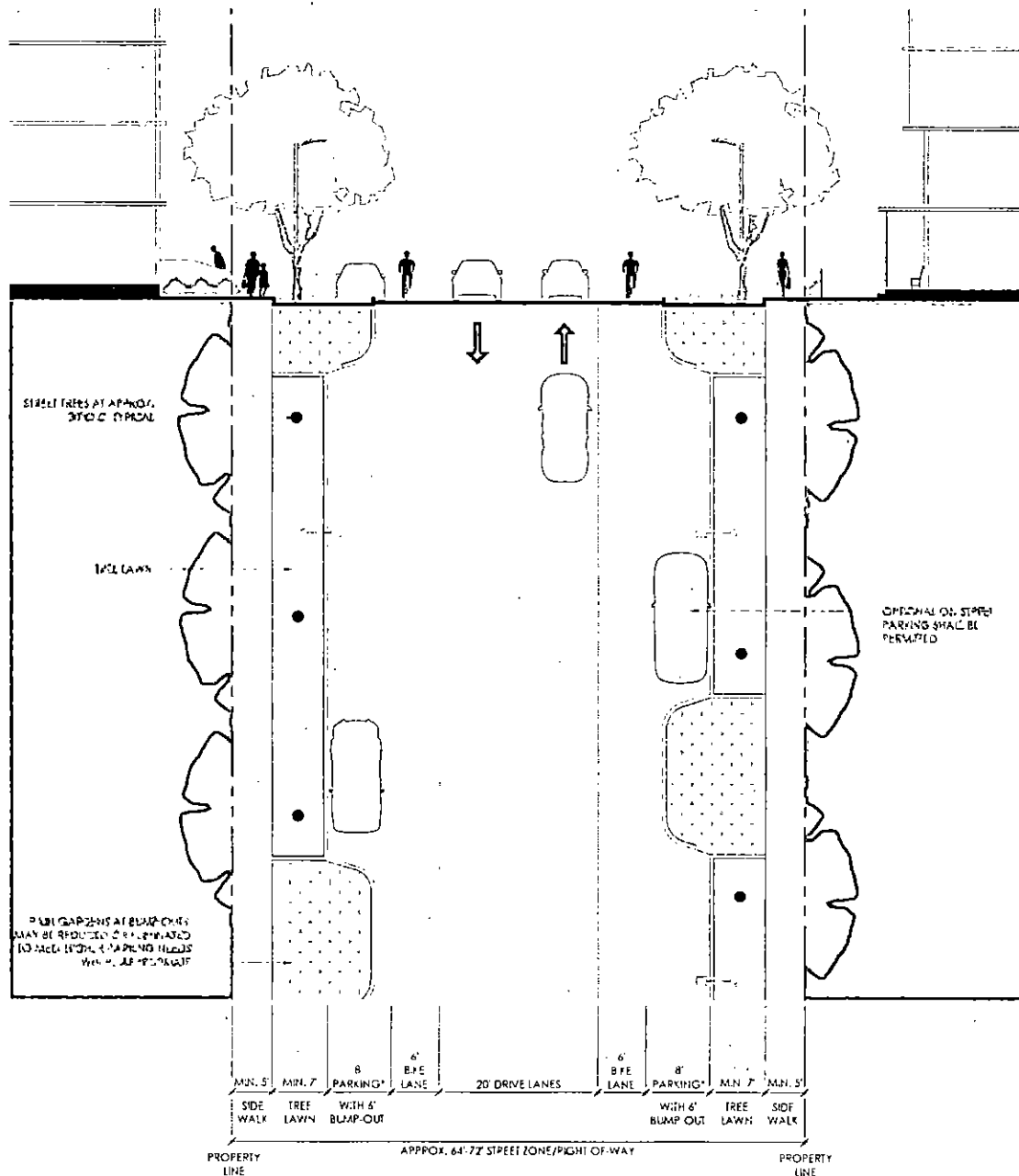


- NOTES
1. WHERE HEAD-IN OR BACK-IN ANGLE PARKING IS USED ALONG THE STREET, THERE MAY BE A MAXIMUM OF 7 CONSECUTIVE PARKING SPACES. A MINIMUM 3' BREAK WITH PLANTINGS OR SIDEWALK AMENITIES MUST SEPARATE THESE LENGTHS OF PARKING.
 2. ANY COMBINATION OF PARKING CONFIGURATIONS (PARALLEL OR ANGLED) MAY BE USED.

Figure 3.4.2.b: Retail Main Street - Parkway Alternative

3.4.3 Jackson Avenue Extension

The Jackson Avenue Extension is the site's primary collector road. The intent is to accommodate a larger volume of vehicular traffic than the site's other roadways while still promoting a high quality pedestrian environment. Two potential sections are provided to allow for options with how this street deals with bicycles. A minimum of



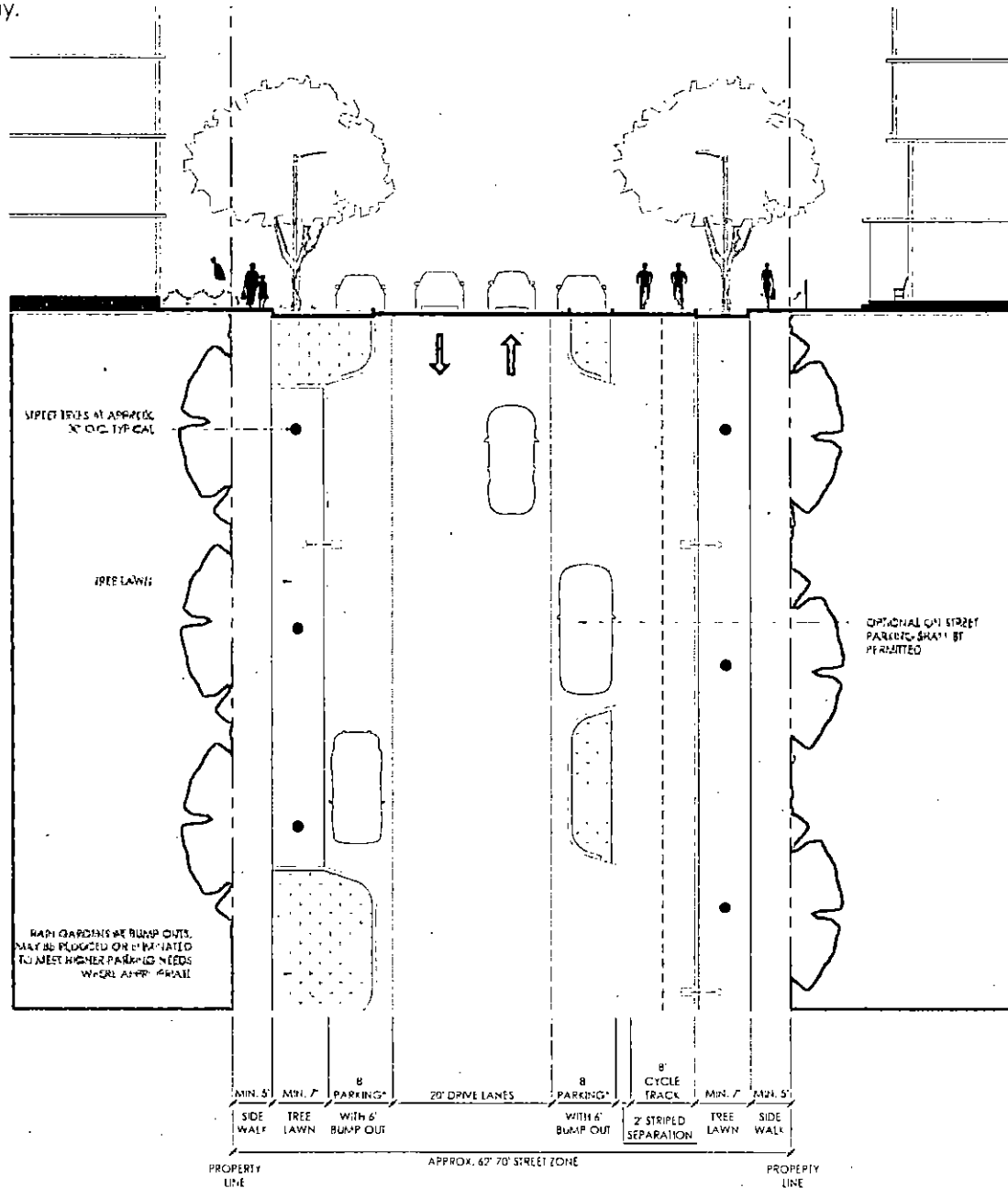
*SEE NOTE 1, BELOW

NOTES

1. PARKING ZONE IS OPTIONAL AND MAY BE REMOVED FROM SECTION IF PARKING IS REMOVED, B+E LANE MAY BE REDUCED TO 5' WIDTH. THIS WILL REDUCE THE OVERALL WIDTH OF THE STREET ZONE BY 7'.
2. DEDICATED RIGHT-OF-WAY SHALL BE A MINIMUM OF 64'. IF OVERALL STREET ZONE IS LARGER THAN 64' THE ADDITIONAL WIDTH MAY BE INCLUDED IN THE RIGHT-OF-WAY OR THROUGH EASEMENTS.
3. ELEMENTS OF THE STREET ZONE INCLUDING SIDEWALKS, TREE LAWN, AND CYCLE TRACK MAY OCCUR OUTSIDE OF THE DEDICATED RIGHT-OF-WAY SO LONG AS AN APPROPRIATE EASEMENT IS PROVIDED.
4. IF CITY TRANSPORTATION STAFF DETERMINES THAT B+E LANES / CYCLE TRACK ARE NOT NEEDED DUE TO LACK OF JACKSON AVENUE CONNECTIVITY, THESE FEATURES MAY BE ADMINISTRATIVELY REMOVED FROM SECTION AND OVERALL STREET ZONE MAY BE REDUCED.

Figure 3.4.3.a: Jackson Avenue Extension

62' of right-of-way shall be dedicated for Jackson Avenue. If the total Roadway Zone exceeds 62' of width, the applicant may choose to dedicate additional right-of-way or to dedicate public access easements for the remainder of the street zone. All roadway paving and bike lane / cycle track paving must be contained within the right-of-way.



*SEE NOTE 1, BELOW

NOTES:

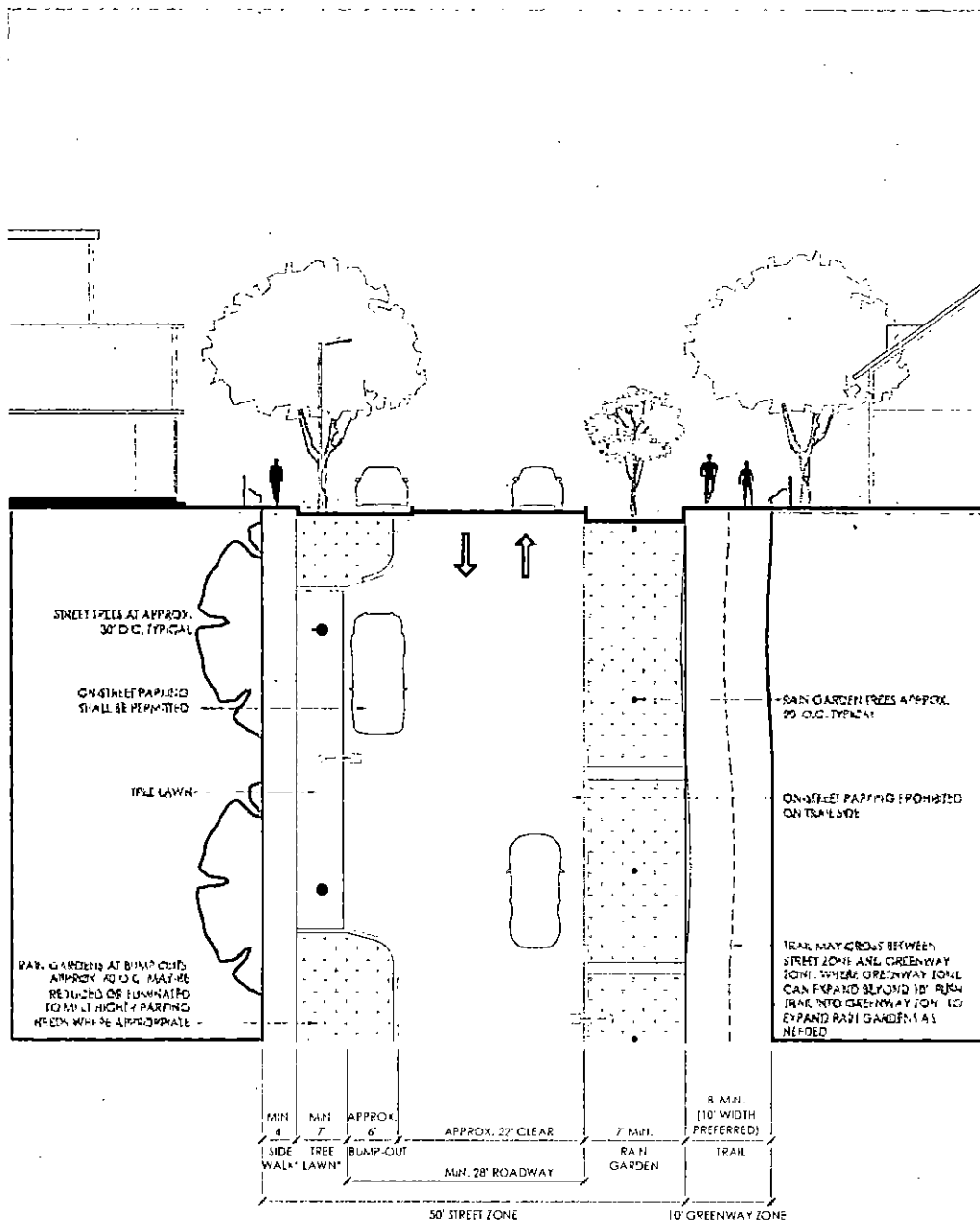
1. PARKING ZONE IS OPTIONAL AND MAY BE REMOVED FROM SECTION. IF PARKING IS REMOVED B.Y.E. LANE MAY BE REDUCED TO 5' WIDTH. THIS WILL REDUCE THE OVERALL WIDTH OF THE STREET ZONE BY 7'.
2. DEDICATED RIGHT-OF-WAY SHALL BE A MINIMUM OF 62'. IF OVERALL STREET ZONE IS LARGER THAN 62' THE ADDITIONAL WIDTH MAY BE INCLUDED IN THE RIGHT-OF-WAY OR THROUGH EASEMENTS.
3. ELEMENTS OF THE STREET ZONE INCLUDING SIDEWALKS, TREE LAWN, AND CYCLE TRACK MAY OCCUR OUTSIDE OF THE DEDICATED RIGHT-OF-WAY SO LONG AS AN APPROPRIATE EASEMENT IS PROVIDED.
4. IF CITY TRANSPORTATION STAFF DETERMINES THAT B.Y.E. LANES / CYCLE TRACK ARE NOT NEEDED DUE TO LACK OF JACKSON AVENUE CONNECTIVITY, THESE FEATURES MAY BE ADMINISTRATIVELY REMOVED FROM SECTION AND OVERALL STREET ZONE MAY BE REDUCED.

Figure 3.4.3.b: Jackson Avenue Extension

3.5 Secondary Framework Elements

3.5.1 Green Streets

The site's Green Streets are designed to accommodate safe movement through the site and to the park for pedestrians and cyclists in particular. They also form a key element in the site's green infrastructure system.



NOTES:

1. A 5' MINIMUM SIDEWALK AND A 7' MINIMUM TREE LAWN ARE REQUIRED IF THE ROADWAY ADJUTS A NON-RESIDENTIAL USE.
2. WHERE THE ROADWAY ADJUTS A PARK, THE REQUIRED SIDEWALK OR TRAIL MAY BE LOCATED WITHIN THE PARK SO LONG AS IT IS LOCATED WITHIN 15' OF THE ROADWAY.
3. WHERE THE ROADWAY ADJUTS A PARK, HEAD-IN OR ANGLED PARKING MAY REPLACE PARALLEL PARKING. IN THESE CASES, THE STREET ZONE WILL NEED TO EXPAND AS NECESSARY TO ACCOMMODATE THIS PARKING LAYOUT.

Figure 3.5.1: Green Streets

3.5.2 Central Greenbelt

The Central Greenbelt links the pedestrian and mixed-use zones of the site, and is designed to promote casual interaction between residents and visitors to the site.

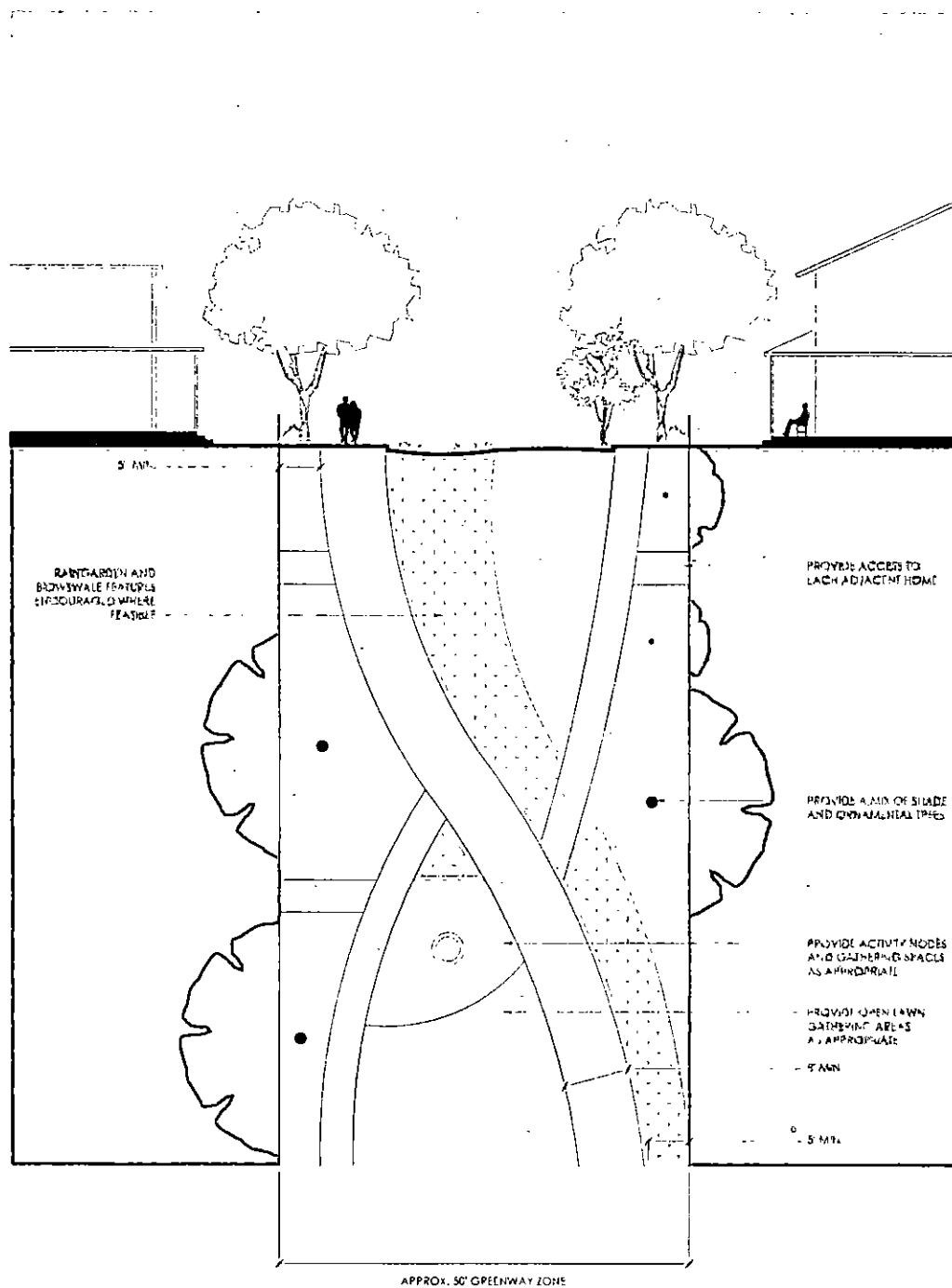
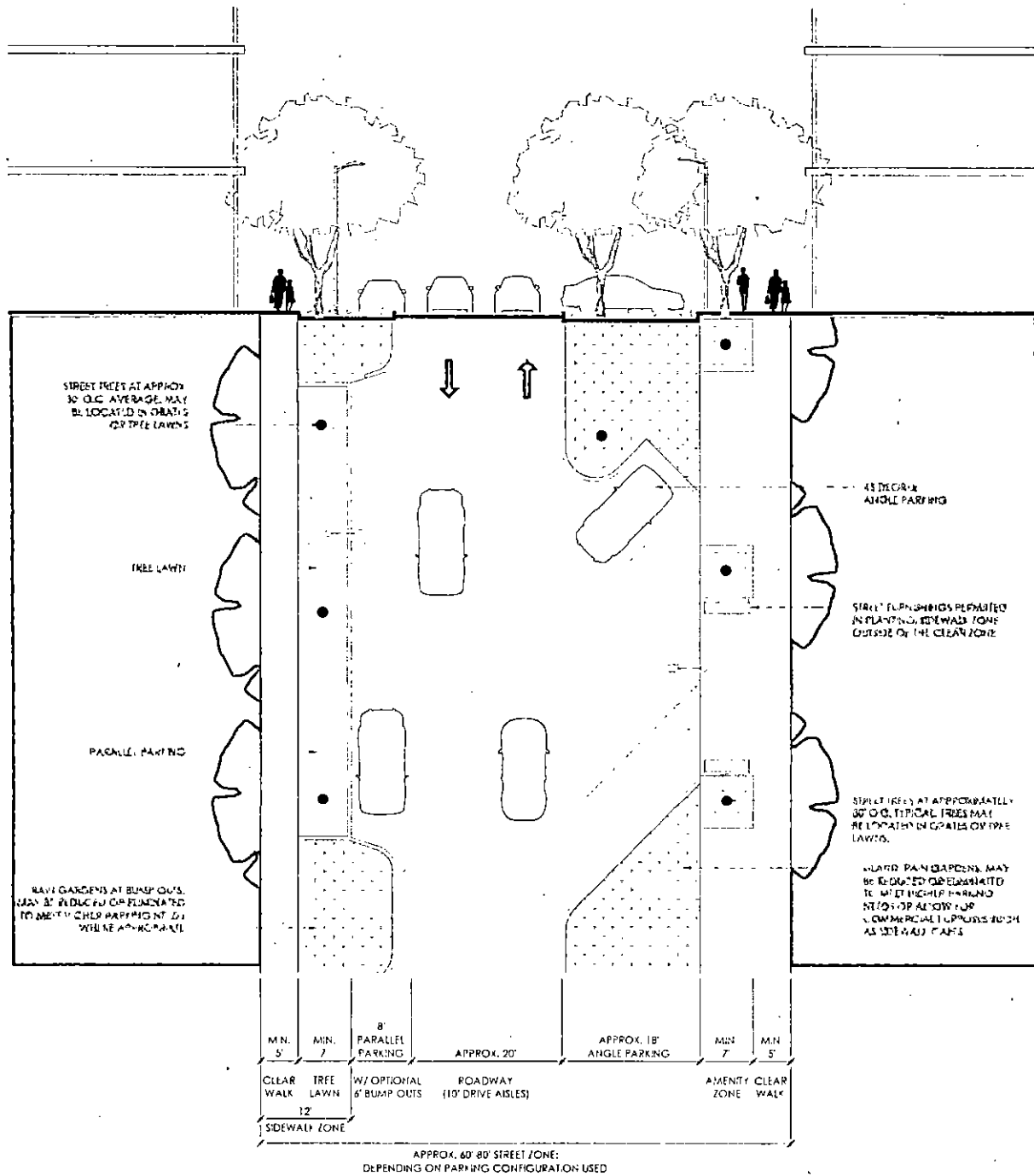


Figure 3.5.2: Central Greenbelt

3.5.3 Secondary Retail Street

The Secondary Retail Street is designed to accommodate a higher volume of parking within the Street Zone while still maintaining a street-like character. Either head-in angled or parallel parking options may be used on either side of the street.



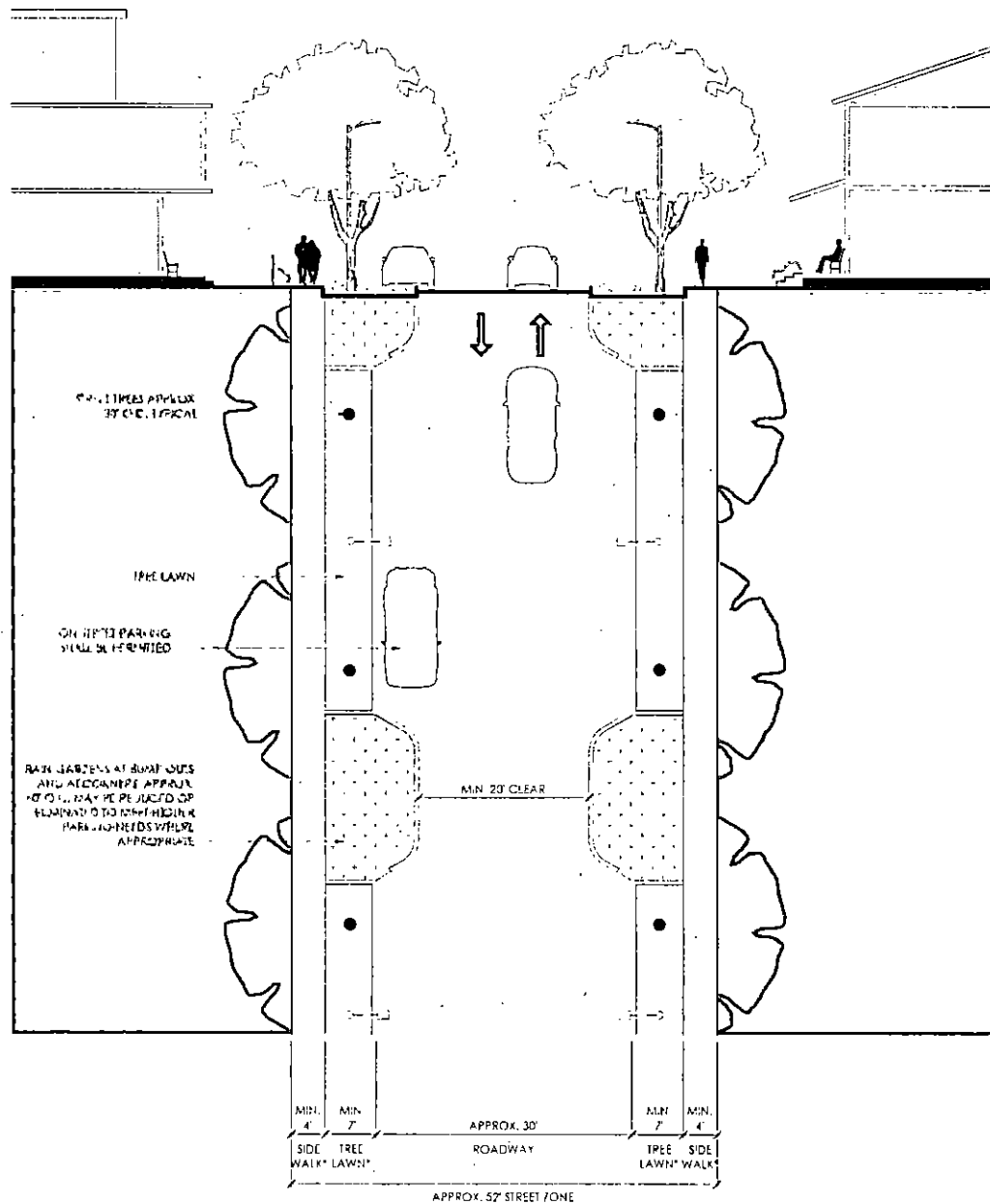
NOTES:

1. ANY COMBINATION OF THE TWO PARKING CONFIGURATIONS (PARALLEL OR ANGLE) AND TWO SIDEWALK CONFIGURATIONS (TREE LAWN OR TREE GRATES) SHOWN ABOVE MAY BE USED.

Figure 3.5.3: Secondary Retail Street

3.5.4 Residential Streets

The residential streets are designed to create a high quality residential street that will moderate traffic speeds, allow for convenient guest parking, and integrate street trees and green infrastructure into the streetscape.

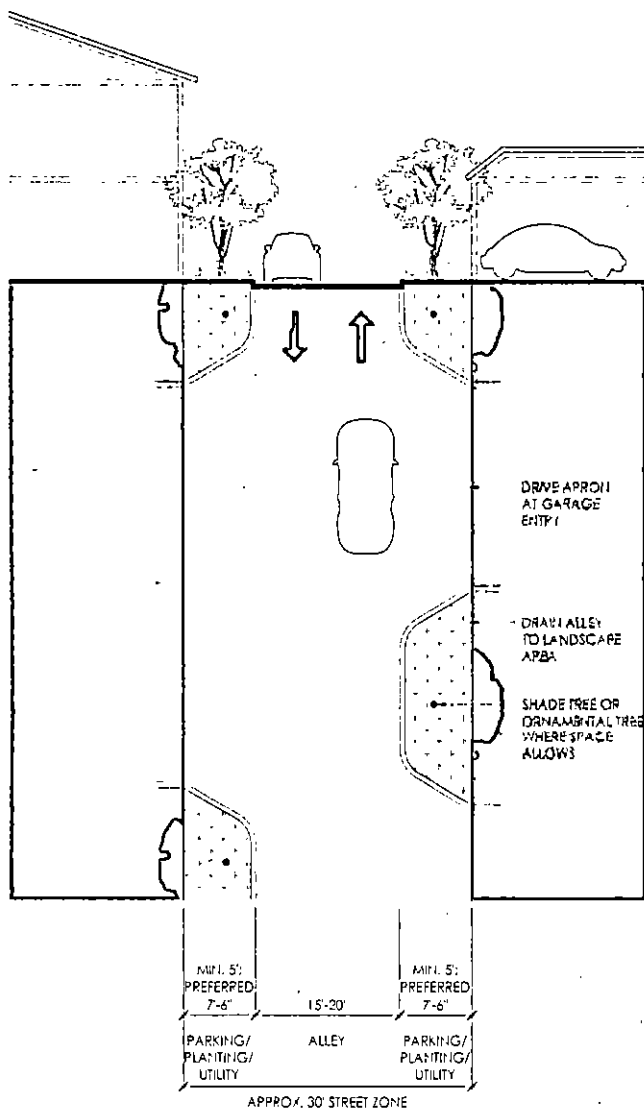


- NOTES:
1. A 5' MINIMUM SIDEWALK AND A 7' MINIMUM TREE LAWN ARE REQUIRED IF THE ROADWAY ADJUTS A NON-RESIDENTIAL USE.
 2. WHERE THE ROADWAY ADJUTS A PARK, THE REQUIRED SIDEWALK OR PATH MAY BE LOCATED WITHIN THE PARK SO LONG AS IT IS LOCATED WITHIN 15' OF THE ROADWAY.
 3. WHERE THE ROADWAY ADJUTS A PARK, HEAD-IN OR ANGLED PARKING MAY REPLACE PARALLEL PARKING. IN THESE CASES THE STREET ZONE WILL NEED TO EXPAND AS NECESSARY TO ACCOMMODATE THIS PARKING LAYOUT.
 4. THERE SHALL BE A MAXIMUM OF 200' BETWEEN BUMP-OUTS WHERE THERE IS ON STREET PARKING.

Figure 3.5.4: Residential Streets

3.5.5 Typical Residential Alley

The intent of the typical alley is to provide a functional alley that maximizes the visual appeal and integrates as much landscaping as possible. The smaller pavement section should be used wherever feasible and expanded where necessary for fire access.



NOTES:

1. ALLEY WIDTH SHALL BE 20' WHERE FIRE ACCESS IS REQUIRED.
2. ALLEY WIDTHS LESS THAN 16' ARE INTENDED FOR ONE-WAY TRAFFIC. DIRECTIONAL SIGNAGE IS REQUIRED AT ALLEY ACCESS POINTS FOR ONE-WAY ALLEYS.

3.5.6 Commercial Alley

Commercial Alleys are allowable at The Grove at Shoal Creek and are generally encouraged where they would minimize the conflicts and visual impacts created by the service functions and utility requirements of retail and other commercial buildings. A specific section is not provided for Commercial Alleys, but they should generally be designed similar to the residential alleys to include as much landscaping as feasible.

Figure 3.5.5: Typical Residential Alley

3.5.7 North Greenbelt Trail

The North Greenbelt trail will provide convenient access to the Signature Park and function as an east/west pedestrian and bicycle path on the south side of 45th Street (south of the existing homes). An optional 12' wide alley may be provided along the north property line to provide access to the existing homes which front on 45th Street at the developer's discretion and may be constructed only if allowed by the City of Austin. If the alley is constructed additional building setback from the north property line may be required to ensure the greenway zone still meets the minimum acreage designated in the Parks Plan for the North Greenbelt.

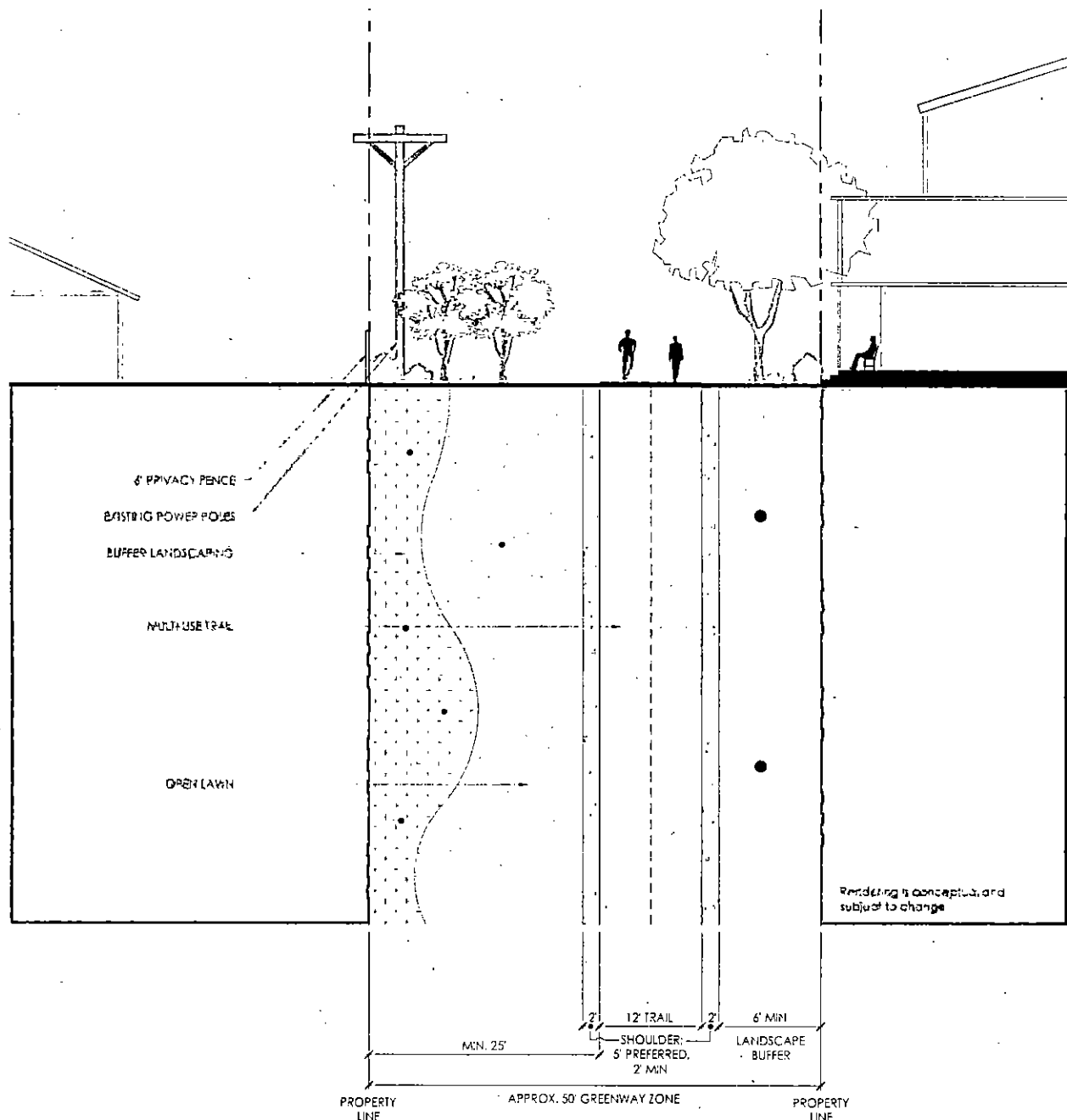


Figure 3.5.7: North Greenbelt Trail

3.5.8 Slip Road

The intent of the slip road is to provide safe access for on-street parking parallel to Bull Creek Road without obstructing traffic flow on Bull Creek Road. This framework element may be used between development parcels and Bull Creek Road and elsewhere on the site if appropriate.

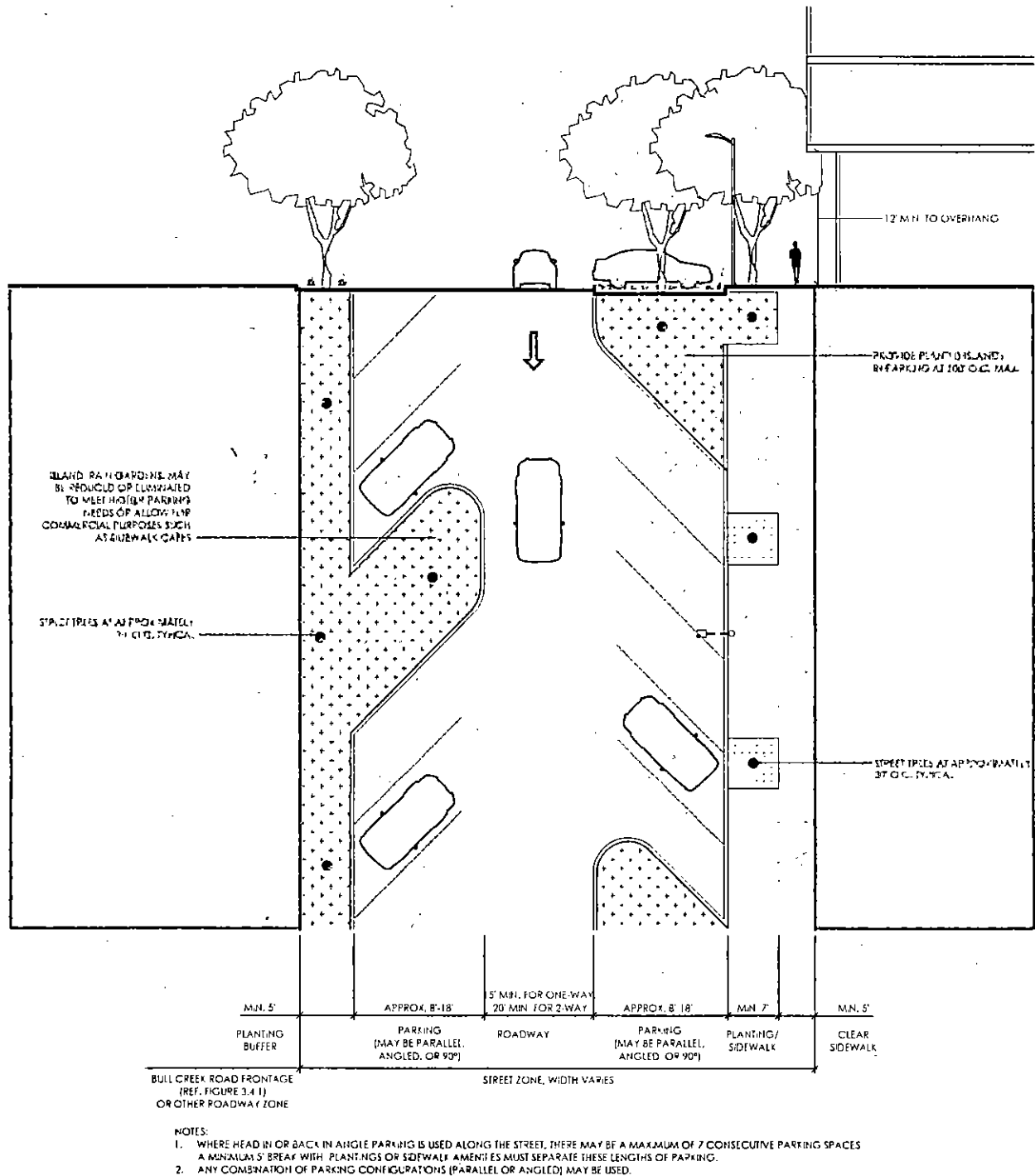


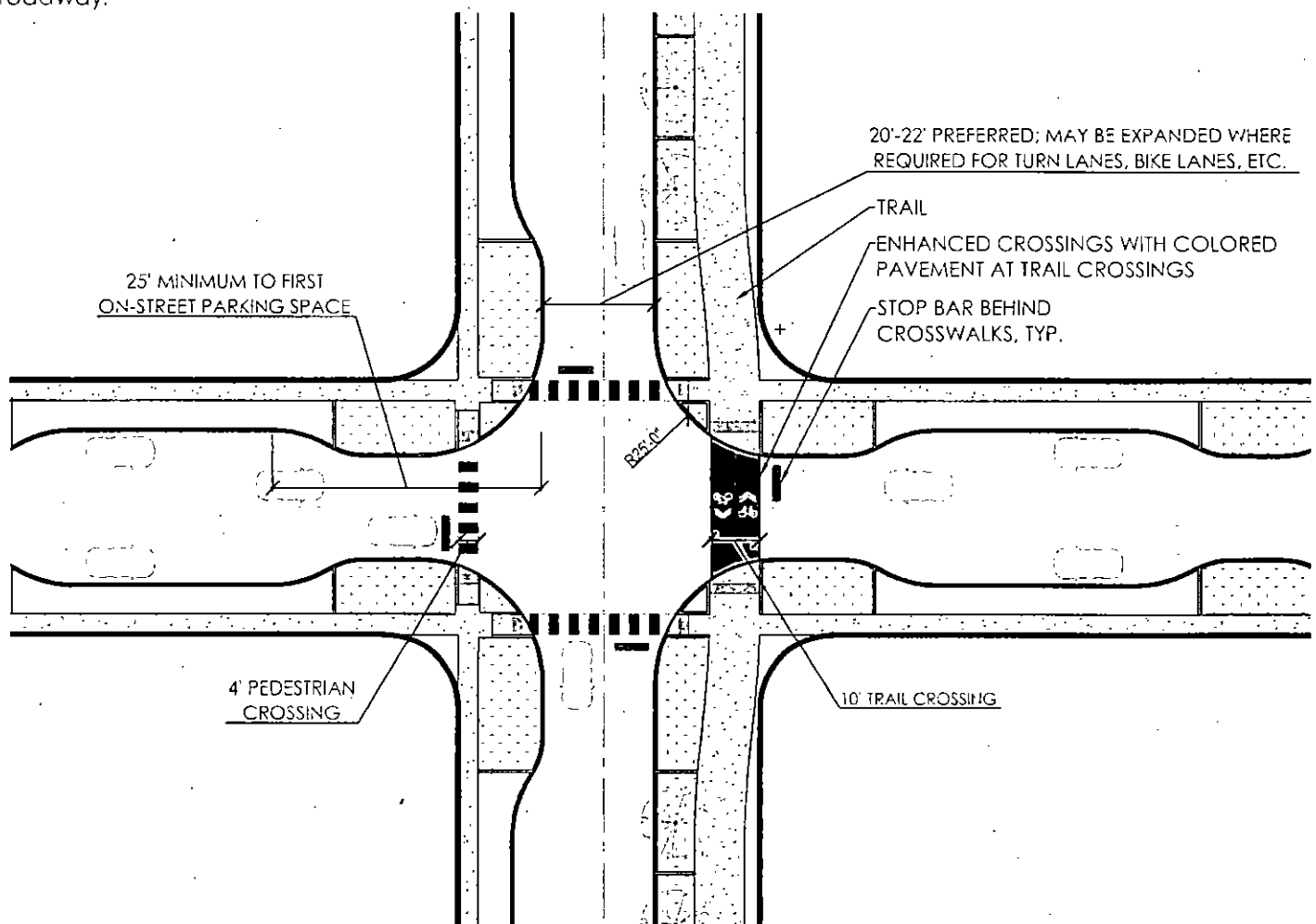
Figure 3.5.8: Slip Road

3.6 Typical Intersection Design

Intersections will take many distinct forms throughout The Grove at Shoal Creek as different street types intersect, additional turn lanes may occasionally be appropriate, some skew may be required, and bike lanes, trails, traffic controls, and other elements all impact the final design of an intersection. The typical intersections shown here are intended to set a general standard for intersections within The Grove at Shoal Creek that move traffic calmly but efficiently, provide for safe interactions between various modes of transportation, and contribute to the overall creation of a high quality, safe, and walkable urban environment.

3.6.1 Typical Intersection

The intersection shown here is between a Green Street and a typical residential street, but it reflects many of the qualities desired for all of the intersections at The Grove including minimal turning radii, bump-outs to shorten pedestrian crossings, clearly marked crosswalks, and clean integration of landscape, sidewalk, and roadway.



NOTES:

1. REFERENCE STREET STANDARDS FOR REQUIREMENTS FOR ROADWAYS, SIDEWALKS, STREET TREES, ETC.
2. ACCESSIBLE CURB RAMPS SHALL BE PROVIDED FOR ALL SIDEWALKS AT INTERSECTIONS UNLESS AN ACCESSIBLE ROUTE IS NOT POSSIBLE DUE TO SITE CONSTRAINTS. AN ACCESSIBLE ROUTE IS REQUIRED ON AT LEAST ONE SIDE OF ALL STREETS.

Figure 3.6.1: Typical Intersection Layout

3.6.2 Typical Traffic Circle

Roundabouts in the project are envisioned to help distribute traffic while also performing an important aesthetic function. The design below is conceptual and intended to communicate design intent, rather than to lock in specific dimensions, and may be modified based on final street design, etc. Because this facility is designed for relatively low vehicular speeds, the safest solution for cyclists is to merge with the vehicular lane and traverse the roundabout in the same manner as a vehicle. Cyclists who chose may dismount at the pedestrian ramp and instead traverse the roundabout as a pedestrian. This is an optional facility and may not occur on the final site plan.

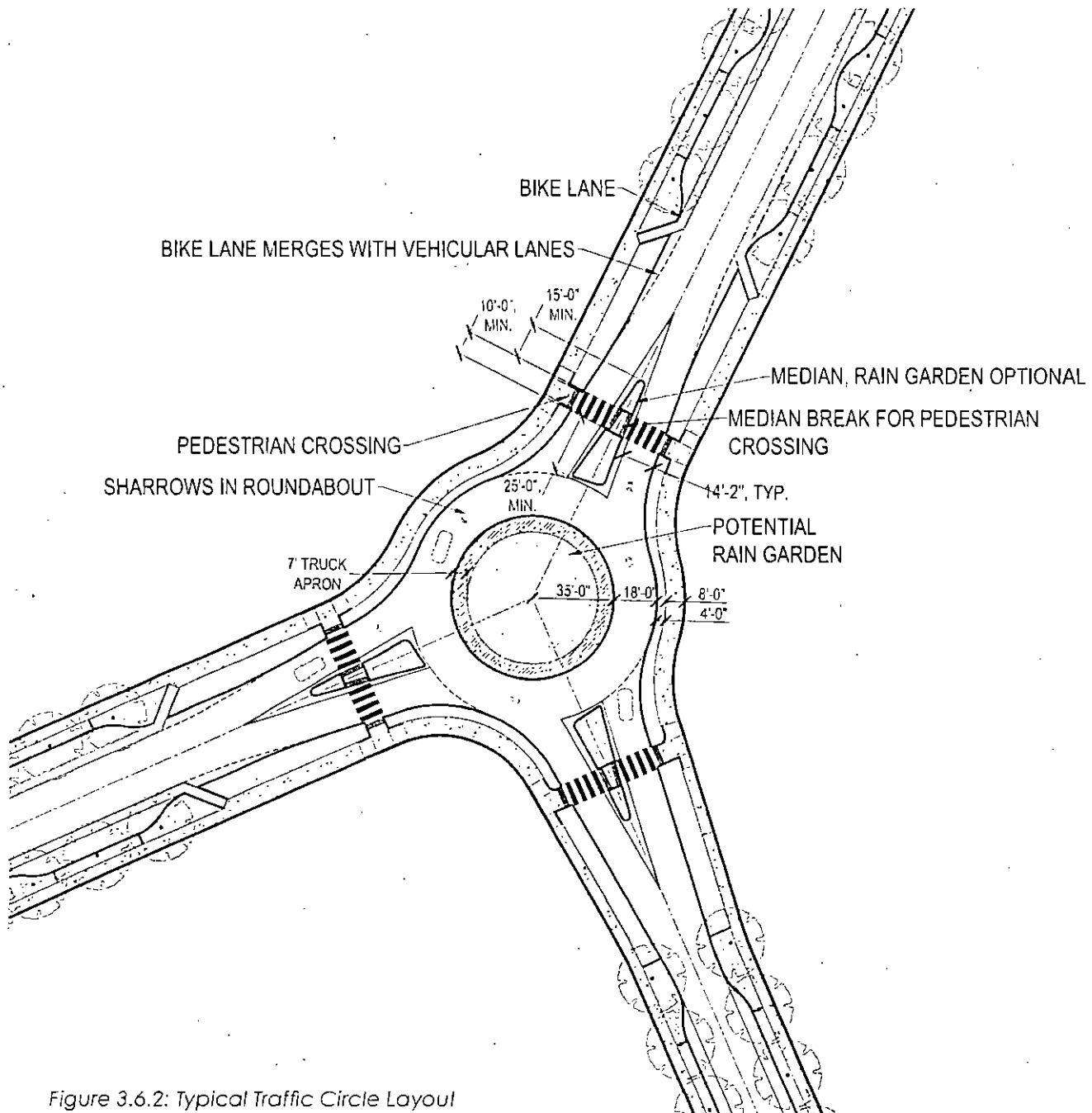


Figure 3.6.2: Typical Traffic Circle Layout

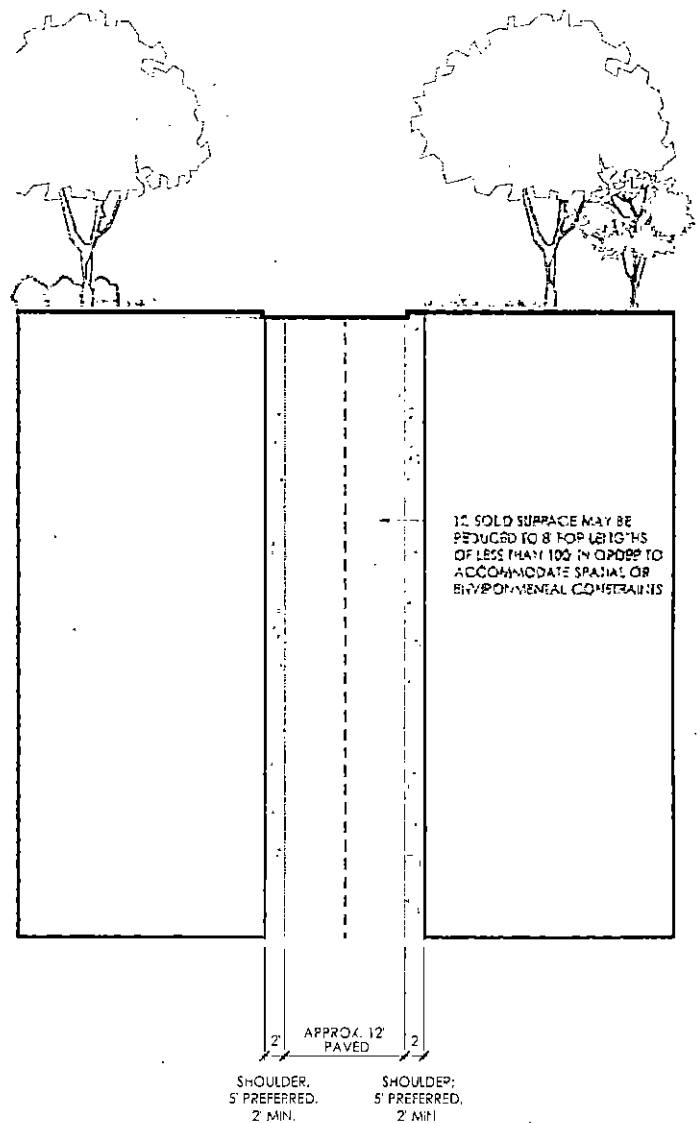
3.7 Trail Requirements

Trails at The Grove at Shoal Creek include the Shoal Creek Trail and North Greenbelt Trail as well as the trails along Bull Creek Road and the Green Streets, which are described in Sections 3.4 and 3.5. Section 3.7.1 defines requirements for the trails listed above, while 3.7.2 provides additional requirements for the Shoal Creek Trail. These requirements are intended to apply only to the urban trails on the site and do not apply to soft-surface trails, sidewalks, paths, and secondary trails within the park.

3.7.1 The following requirements apply to all urban trails on the site:

- Unless specifically noted otherwise, these trails shall follow the requirements of the City of Austin Urban Trail Master Plan.
- While a 12' width is desired for all trails, a width of 8' is acceptable for trails, other than the Shoal Creek Trail and Bull Creek Road Trail. The width of any trail may be reduced to 8' for a length of up to 100' to accommodate spatial or environmental constraints.
- All trails within the development shall include wayfinding elements that describe distance, direction, and destination, at intervals of $\frac{1}{4}$ to $\frac{1}{2}$ mile. The purpose of these wayfinding elements is to orient users and visitors to the trail's destination, provide educational or informational background on the site, and facilitate recreational use (e.g. mile markers).
- Multi-use Trails should have a minimum centerline radius of 100'. Centerline radii where approaching curb ramps at intersections, road crossings, street islands, etc. should be no less than 10'.
- Raised street crossings should have a level surface that is the same width as the multi-use trails. The crossing surface should be 3" above the adjacent roadway with a 6' long transition to the road surface on either side. Where site drainage patterns do not allow for raised crossings, this geometry may be adjusted with approval from the City of Austin.

3.7.2 Requirements for the Shoal Creek Trail



NOTES:
1. TRAIL SEGMENTS LESS THAN 12' IN WIDTH FOR LENGTHS OF GREATER THAN 100' MAY BE ALLOWED WITH APPROVAL FROM PUBLIC WORKS.

Figure 3.7.2: Shoal Creek Trail

3.8 Parking Requirements

It is important that The Grove at Shoal Creek provide ample parking to meet the needs of the project's users. The majority of the site's parking needs will be met in parking garages, residential garages, and with on-street parking within the site. Some off-street surface parking may be necessary to ensure the viability of specific retail uses. Off-street surface parking is defined as a vehicle parking lot consisting of at least 10 spaces where neither the parking space themselves nor the drive isle serving the spaces is located within the street zone. Off Street Surface Parking does not include parking in residential driveways. Parking for the Grove shall meet the following standards:

3.8.1 Off-street surface parking may not cumulatively exceed 400 spaces for the entire site. Compliance with this standard shall be determined at final site plan and shall not apply to prior site plans.

3.8.2 Off-street surface parking should generally be located beside or behind buildings and should not occur between a building section and its Primary Frontage as described in Section 4 of this document.

3.8.3 Off-street surface parking shall be constructed to meet or exceed City of Austin requirements for parking lot landscaping.

3.8.4 Off-street surface parking lots are encouraged to be designed such that the paved surface drains into landscaped parking islands and peninsulas.

3.8.5 Required ADA parking shall be no more than 250' from the site it is serving.

3.8.6 Parking on the site shall not cumulatively exceed the parking requirements of Appendix A of the Land Development Code. Where a site plan includes a structured parking facility intended to serve future phases, the portion of that facility that exceeds parking requirements for that site plan must be barred from use until the future phase which it serves comes on-line.

3.8.7 Unless otherwise noted in this document, requirements of the City of Austin Land Development Code and Transportation Criteria Manual shall apply to parking in the project, including requirements regarding ADA parking, off-site parking, and design and construction standards.

4.0 ARCHITECTURE

4.1 Intent

Section 4 of The Grove at Shoal Creek Design Guidelines establishes standards and requirements for placement and design of buildings within the site. They are meant to ensure that buildings contribute to creating a walkable/ pedestrian scaled neighborhood and to establish the relationship/ placement of buildings to the variety of streets within the Grove at Shoal Creek. It is not the intent of this section to mandate any particular architectural style or character or to unduly limit creative expression. The intent of this section is to:

4.1.1 Ensure that buildings relate appropriately to surrounding uses and streets and create a cohesive visual identity and attractive pedestrian friendly streetscape.

4.1.2 Provide appropriate architectural direction to create a high-quality community development and streetscape environment.

4.1.3 Provide for a strong physical relationship between buildings and adjacent streets and sidewalks. Provide for convenient and easy pedestrian access to buildings

4.1.4 Provide design flexibility in building placement standards to allow for unique and diverse architectural expressions as well as for pedestrian-scaled uses such as outdoor dining terraces, porches, patios, and landscape features to enliven and enrich the streetscape environment.

4.1.5 Encourage buildings with appropriate human and pedestrian scale that create a sense of community. Building Architectural elements will be encouraged to help create gateways and public spaces and identify key intersections.

4.1.6 Encourage appropriate use of glazing, shading, and shelter to ensure that buildings contribute to the creation of a pedestrian-friendly environment with an active ground-floor experience.

4.1.7 Provide the flexibility necessary for diverse and well-articulated buildings throughout the site. Standards should encourage rather than hinder architectural creativity and expression.

4.2 Using This Section

Standards in this section are provided for the two Development Districts identified in Section 2: The Mixed-use District and the Residential District. If designing a building within a Tract where both districts are allowable, it will be up to the design team to determine which district is most appropriate for each building or site. For buildings where 10% or more of the gross square footage is dedicated to retail or office uses, and buildings where the primary frontage is the Retail Street, the Mixed-Use District must be used. Otherwise, this decision is fully at the discretion of the design team.

Standards for building placement are given in relationship to the Street Zone, Greenway Zone, or adjacent Park Space. Many building sites will be surrounded on three or more sides by such zones. For each building or site, it will be at the discretion of the design team to determine which of these is the Primary Frontage for the project. A Street Zone, Greenway Zone, or Park Space, may be selected to serve as the Primary Frontage. However, for sites bounded by the Retail Street, the Retail Street must serve as the Primary Frontage.

Some standards are given in relationship to the Bull Creek Road right-of-way that will apply regardless of whether that is selected as the project's Primary Frontage.

4.3 Building Placement

4.3.1 Mixed-Use District

- a. Buildings may be constructed immediately adjacent to the Street Zone, Greenway Zone, or Park Space. There is no minimum setback.
- b. The maximum setback for buildings along their Primary Frontage is 30', unless a public plaza is provided between the building and primary frontage.
- c. At least 50% of a site's Primary Frontage must consist of continuous building façade constructed within the maximum setback described in 4.3.1.b.
- d. Shade structures and canopies are permitted to encroach into the Street Zone or Greenway Zone above 12 feet of height to provide shade and architectural interest. There is no limitation to the distance which shade structures and canopies may encroach into the Street Zone or Greenway Zone, and support posts are allowed within the Street Zone or Greenway Zone as long as they do not interfere with the required sidewalk. Shade structures and canopies shall not interfere with street trees at maturity.
- e. Occupied space in buildings above the first floor is permitted to encroach into the Street Zone or Greenway Zone above 12 feet of height to increase the developable area of the structure and provide architectural interest. This type of encroachment may be a maximum of 7' or 10% of the width of the combined Street and Greenway Zone, whichever is smaller. Buildings in the street zone shall not interfere with street trees at maturity.
- f. Buildings may not encroach into Park Space.

g. Off-street surface parking is not permitted between the building and the Primary Frontage. A slip road is allowed in these locations (ref. section 3.5.8). (Note: off-street surface parking is allowed between the building and other Street Zones, Greenway Zones, or Park Spaces not selected as the Primary Frontage).

h. Off-street surface parking is not permitted between any building and the Bull Creek Road right-of-way regardless of whether Bull Creek Road is the Primary Frontage of the site. A slip road is allowed in these locations (ref. section 3.5.8).

i. For sites bounded by Bull Creek Road at least 50% of the site's Frontage on Bull Creek Road must consist of continuous building façade constructed within the maximum setback described in 4.3.1.b, regardless of whether Bull Creek Road is selected as the Primary Frontage. A slip road is permitted between the site and Bull Creek Road (ref. section 3.5.8).

4.3.2 Residential District

a. Buildings in the Residential District may not encroach into the Street Zone, Greenway Zone, or Park Zone.

b. Detached residences:

1. The minimum setback from the Primary Frontage is 10'. The minimum setback for porches or stoops is 5'.
2. The minimum setback for front-facing garages is 18'. Parking is allowed in the driveway of a front-facing garage.
3. The maximum setback for the Primary Frontage is 25'.
4. Tandem parking is permitted.

c. Attached Residences (e.g. Townhomes, Row Homes, Duplexes, Multifamily Buildings)

1. The minimum setback from the Primary Frontage is 5' for the first floor only to allow for porches and stoops. There is no minimum setback above the first floor.
2. There is no minimum setback for porches, stoops, balconies, etc.
3. The maximum setback from the Primary Frontage is 30'.
4. At least 50% of a site's Primary Frontage must consist of continuous building façade constructed within the maximum setback described above.
5. Front-facing garages are generally discouraged but will be allowed where necessary. The setback for front-facing garages is 5'. Parking is allowed in the driveway of a front-facing garage so long as that garage is set back a minimum of 18' from the Street Zone.
6. Tandem parking is permitted.

7. Off-street surface parking is not permitted between the building and the Primary Frontage. (Note: off-street surface parking is allowed between the building and other Street Zones, Greenway Zones, or Park Spaces not selected as the Primary Frontage).
8. Off-street surface parking is not permitted between any building and the Bull Creek Road right-of-way regardless of whether Bull Creek Road is the Primary Frontage of the site.
9. For sites bounded by Bull Creek Road at least 50% of the site's Frontage on Bull Creek Road must consist of continuous building façade constructed within the maximum setback described in 4.3.2.c.3 regardless of whether Bull Creek Road is selected as the Primary Frontage.

4.4 Building Design Standards

4.4.1 General Design Standards

All buildings at The Grove shall meet the following standards:

- a. Generally, pedestrian entries to the buildings are encouraged as frequently as practical along all Street Zones, Greenway Zones and Park Space frontages. At least one primary pedestrian building entry must occur along the building's Primary Frontage.
- b. Ground floor residential units that are oriented toward the street should have direct access from the street where practical, via porch, stoop, or other entries. At a minimum, 50% of such units shall have direct entries from the street. Where feasible, Elevation of ground floor units should be slightly elevated above the sidewalk elevation. A range of 12-36 inches is considered optimal and should be utilized where feasible. However, site grading constraints may result in a wider range of acceptable ground floor elevations. Where these conditions exist, the building or first floor should generally be set back sufficiently from the Street Zone to allow for a porch, stoop, terrace, or other pedestrian access.
- c. Ground floor retail uses shall generally have a height and depth sufficient to support the intended use and shall have at least one pedestrian entry along the street they are oriented towards.
- d. Parking structures, when utilized, should be designed to not dominate the built environment, and should be visually screened from the street through use of architectural treatment or green screens. Where possible, wrapping parking structures with buildings is encouraged.
- e. Building cladding materials shall be high quality and attractive. Preferred materials include Texas limestone or sandstone, smooth horizontal bevel or lap-siding fiber-cementous siding with mitre corners, smooth finish or painted brick, smooth finish stucco; or other similar or special materials where appropriate and complimentary to the overall context and character.

4.4.2 Mixed-Use District Standards

- a. Medium Density residential and commercial mixed-use building are strongly encouraged – they should be designed to extend and enliven the fabric of the streets. These mixed-use buildings and uses are not intended to be stand-alone buildings but an integral part and core of The Grove at Shoal Creek community creating ground level activity and neighborhood

oriented uses. They will provide a scale transition to adjacent Townhomes and Single family districts of the master plan.

b. For buildings whose primary frontage is the Retail Street, at least 70% of the primary frontage shall consist of pedestrian oriented uses, including retail, lobbies serving office uses, and lobbies, sales centers, or amenity areas serving residential uses. Buildings facades along the Retail Street that exceed 200 ft in length shall have a building entrance at least every 100 ft.

c. Mixed-use buildings are encouraged to be designed with pedestrian friendly outdoor elements such as extended/projecting eaves for shade and the use of loggias, porches, terraces, and/or courtyards.

d. For all uses in a Mixed-Use building, the minimum off-street parking requirement shall be 60 percent of that prescribed by the City of Austin Off-Street Parking and Loading Requirements. This reduction may not be used in combination with any other parking reduction.

e. Glazing

1. For non-residential uses on the ground floor along a building's Primary Frontage, at least 30% of the wall area of the first floor between 0 and 12' must consist of glazing.

2. For residential uses on the ground floor along a building's Primary Frontage, at least 10% of the wall area of the first floor between 0 and 12' must consist of glazing.

3. Along a building's Primary Frontage, at least 10% of the wall area for the second floor (if provided) must consist of glazing.

4. Where a building faces any Street Zone, Greenway Zone, or Park Space that is not its Primary Frontage, at least 10% of the wall area of the first two floors must consist of glazing unless building code prevents windows on such facades.

5. These glazing standards do not apply to parking structures.

4.4.3 Residential District Standards

a. Detached Residence

1. On the front façade, at least 10% of the wall area of the first floor of detached residences must consist of glazing. The area of a front facing garage door is not counted in this calculation.

2. Use of porches, terraces, and other front-facing outdoor spaces is strongly encouraged.

3. Homes on corner lots should be designed so that architecturally attractive elevations are presented to both sides by using such elements as wrap-around porches, landscape design elements, massing, façade composition, and other design elements. If necessary when a garage faces a side elevation on a corner it shall be designed as an extension of the primary elevation.

b. Attached Residences / Multi-family Buildings

1. Grouping of townhomes/row homes shall have a minimum separation of 10 ft every 180 ft or 8 units whichever is less. This separation shall allow for pedestrian access and circulation to/from alleys and through the neighborhood.
2. Townhomes/Row Houses on corner lots shall be designed and situated so that both street frontages are front facades; with corner elements and architectural compositions encouraged to create handsome facades on both sides.
3. Multi-family buildings are encouraged to be designed with pedestrian friendly outdoor elements such as extended/projecting eaves for shade and the use of loggias, porches, terraces, and/or courtyards.
4. Where a building faces any Street Zone, Greenway Zone, or Park Space, at least 10% of the wall area of the first two floors must consist of glazing unless building code prevents windows on such facades. The area of a garage door is not counted in this calculation.

c. Residential Development Adjacent to Public Parks

1. Where residential development abuts public parkland, the development shall meet the standards depicted in Figure 4.4.3.

d. Where residential development occurs within 75' of the Bull Creek Road ROW within Tracts D and E, shown on the Land Use Plan as the Oakmont Compatibility Zone, the development shall meet the following additional standards:

1. The minimum setback from the Bull Creek Road ROW for a third story shall be 35' if the height of the building exceeds 30'.
2. The minimum setback from Bull Creek Road ROW shall be increased to 28' for a minimum of 50% of the total frontage (minimum setback is 25' for the remainder per the Land Use Plan). Porches may encroach into this setback.
3. Garages are not permitted to face Bull Creek Road.
4. A minimum of 50% of the residential units adjacent to the Bull Creek Road ROW shall have a porch that faces the Bull Creek Road ROW.

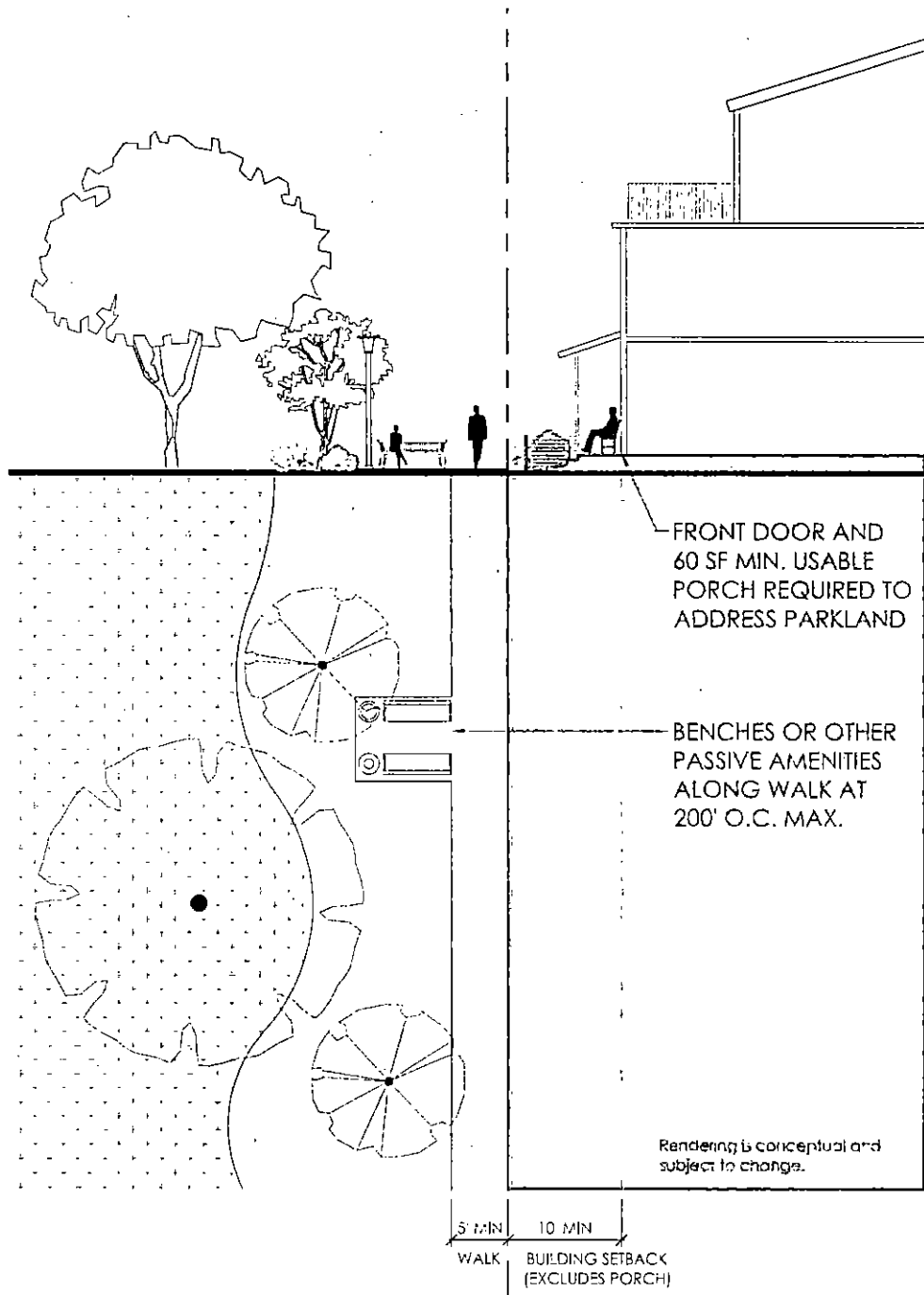


Figure 4.4.3: Residential Development on Parks

5.0 Landscape and Open Space

5.1 Intent

Section 5 of The Grove at Shoal Creek Design Guidelines establish standards to ensure that the landscape, park space, and open space elements within the project support the overall Guiding Principles of The Grove. Landscape elements throughout the project will be implemented in ways that enhance experience of the urban spaces, create high quality parks, and support environmental sustainability. The intent of this section is to:

5.1.1 Ensure the creation of high quality parks and common open spaces for the enjoyment of residents and visitors alike.

5.1.2 Ensure that the landscape within the streetscapes of The Grove provides shade as well as a quality environment.

5.1.3 Ensure screening of equipment and utilities.

5.1.4 Provide standards for lighting within The Grove to minimize off-site impacts.

5.1.5 Provide standards for signage within The Grove, allow signage as advertisement to support economic sustainability, and encourage signage that is pedestrian scaled and supportive of the urban vision for The Grove.

5.2 Parks and Open Spaces

5.2.1 Introduction

The park spaces throughout the site are meant to provide a variety of uses and activities to serve the area neighborhoods and create space for multi-modal and sustainable infrastructure. Park Space includes both publicly dedicated and privately owned but publicly accessible open spaces. As shown on the PUD Parks Plan (Figure 5.1), the park spaces will consist of:

- The Signature Park (16.25 acres minimum) along Shoal Creek
- A public plaza within the Mixed-Use District
- A Central Greenbelt connecting the Residential and Mixed-use Districts (ref. Framework section)
- A North Greenbelt connecting Bull Creek Road to the Signature Park (ref. Framework section)
- A Pocket Park along Bull Creek Road

5.2.2 Signature Park

The Signature Park will be the largest park at The Grove and will house most of the site's mature oak trees. The following guidelines should be used in developing plans for the Signature Park:

- The park character should evolve from an urban, active edge on its west end to a restored natural area with trails and enhanced native prairie and grow zone on its east end, as it approaches Shoal Creek.

- Amenities within the Signature Park should include, at a minimum: a children's playscape, paved trails, soft-surface trails, a wet pond with overlooks and picnic areas, an open lawn area and the Shoal Creek Trail on the eastern edge of the project.
- Outside of trails and necessary parking, large areas of paving should generally be avoided in the Signature Park.
- Great care should be taken in preserving the existing trees in the Signature Park. While it is important to provide park users with access to the trees and the shade they provide, care should be taken when planning or constructing improvements within the critical root zone of existing trees.

5.2.3 Central Plaza

The Central Plaza will be the central urban gathering place within the project. The following guidelines should be used in developing plans for the Central Plaza:

- Provide plenty of shade with shade structures and/or shade trees.
- While heavy use will dictate large paved areas in the plaza, ensure green spaces are integrated as frequently as practical.
- Outdoor dining should be encouraged for restaurant uses surrounding the plaza. Kiosks are also encouraged.
- An interactive water feature is encouraged within the plaza.

5.2.4 Bull Creek Road Pocket Park

Situated around a grove of mature live oaks, the Bull Creek Road Pocket Park will provide a welcoming entrance into the residential portion of the site off of Bull Creek Road as well as a neighborhood amenity for the site and nearby neighbors. The following guidelines should be used in developing plans for the Bull Creek Road Pocket Park:

- Open lawn space for passive uses should predominate the park
- Amenities may include a picnic pavilion, a small children's play area, a garden area, sidewalks, and trails.
- Great care should be taken in preserving the existing trees in the Pocket Park. While it is important to provide park users with access to the trees and the shade they provide, care should be taken when planning or constructing improvements within the critical root zone of existing trees.

5.2.5 Additional Pocket Parks

Additional pocket parks may be included throughout the site to provide small amenity and gathering spaces near homes and places of business. Where included, these pocket parks should generally be at least 10,000 SF in size and should include a range of passive amenities, which may include:

- Open lawn
- Gardens
- Seating and picnic areas
- Small gazebos or shade structures
- Small gathering spaces

5.2.6 Other Green Spaces

Throughout the site there may be additional, dispersed green spaces. These spaces should take a form and character that complements the context in which they lie. Raingardens and other green infrastructure are encouraged to be included where feasible and appropriate within the overall drainage of the site.

5.2.7 Greenbelts and Trails

Reference Section 3

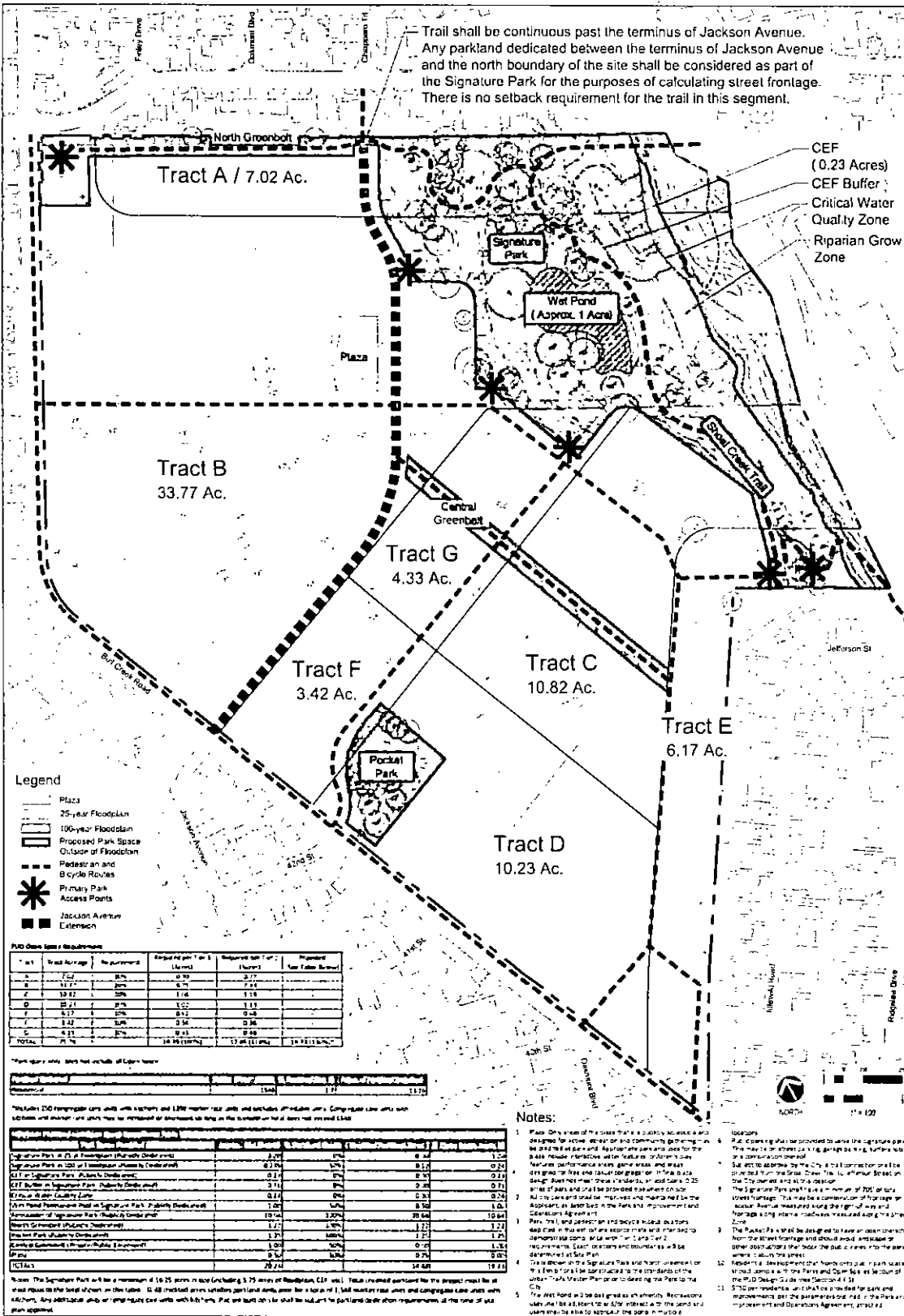


Figure 5.1: PUD Parks Plan Exhibit

5.3 Landscape and Streetscape

5.3.1 Landscape Character and Plant Selection

- a. Landscape applications should complement the context in which they are located. For example, landscape in an urban setting may include more intensive treatments. Landscape in the parks and green spaces should have a natural look with lawns and organic planting patterns among the existing trees. Landscape in the residential areas should focus on creating a sense of safety and community with well maintained and diverse plantings.
- b. Native and drought tolerant plant species should be used as much as possible. A minimum of 95% of non-turf plant materials on any project should be from the Austin Grow Green Guide or should demonstrate equal appropriateness to the Austin environment.

5.3.2 Street Trees

- a. Street trees shall be provided as specified in the Framework Section. Spacings specified are intended to be approximate and may vary based on infrastructure, intersections, driveways, utilities, etc.
- b. Street trees shall be a minimum of 3" caliper measured 6" above the base at the time of planting. Street trees may be counted toward requirements for mitigation of existing trees.
- c. Street tree species should vary throughout the site. While a single street or project may contain a monoculture of trees, no single species should represent more than 25% of street trees planted at The Grove. This requirement is intended to apply to the site as a whole and should not apply to any one street, project, or site plan.

5.3.3 Green Infrastructure

- a. Raingardens, bioswales, and other green infrastructure elements shall be designed and landscaped to create a well-maintained and visually appealing character.
- b. Green infrastructure elements shall be planted in accordance with the City of Austin Environmental Criteria Manual, in effect on the date of approval of these guidelines.

5.3.4 Tree preservation and replacement

- a. Tree preservation for this project is dictated by the approved PUD Ordinance.
- b. All healthy, non-invasive trees on site should be preserved to the extent feasible, unless those trees are creating a negative impact on higher value trees (e.g. located too closely together causing competition for space and nutrients). Removal and mitigation of these trees is governed by the Tree Disposition Plan attached to the PUD.
- c. Preservation of trees shall be in accordance with the City of Austin Code and Environmental Criteria Manual.

5.3.5 Street Furniture and Paving

- a. Furnishings such as benches, trash and recycling receptacles, etc should be placed within the high pedestrian traffic areas and transit stops at intervals which ensure convenience and comfort.
- b. The aesthetics of the site furnishings should create a cohesive theme throughout the project. But may vary depending on context. For example, furnishings may be a more contemporary style in the urban plaza and a more classic style along trails in the signature park.
- c. Special pavement applications are encouraged in plaza areas, other specialty pedestrian areas, and may be used to help delineate pedestrian crossing. Permeable pavers or porous pavements may be considered where possible.

5.3.6 Screening of Equipment and Utilities

- a. All mechanical equipment and utilities, with the exception of solar panels, shall be screened from view from the streets by either landscaping or decorative enclosure.
- b. Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscape so that the visual impacts of these functions are contained and out of street-level view from adjacent streets and street zones. Screening materials for solid waste collection and loading areas shall be the same as, or of equal quality to, the materials used for the principal building. These functions may be placed along commercial alleys without the necessity of screening from the alley.

5.3.7 Walls and Fences

Fencing is allowed on site and is generally encouraged where necessary to define private spaces and create necessary boundaries between uses. Fencing in the residential zone shall meet the following standards:

- a. Fences or walls located at the sides or backs of buildings are permitted and may be up to 7 feet in height. These fences shall be constructed of wood, decorative metal, masonry, or other quality materials.
- b. Fences located between the front of buildings and the street zone are allowed in the Residential Zone only to define private front yard spaces. These fences must be no greater than 4' in height and must be constructed of wood, decorative metal, masonry, or similar quality material. Height limit is not inclusive of any retaining walls.

5.4 Exterior Lighting

5.4.1 Street and Area Lighting

Lighting is an important component to site safety. Street lighting should provide light for both the vehicular lanes and pedestrian sidewalks. Lighting along pedestrian paths and within parks should meet minimum safety standards in all locations where night use is expected.

All site and area lighting shall limit off-site impacts by meeting the following requirements based on the International Dark-Sky Association / Illuminating Engineering Society Joint Model Lighting Ordinance published in 2011, and utilizing the BUG rating system. The BUG rating system consists of three components: B (Backlight), U (Uplight), and G (Glare). The following requirements are for all site and area lighting fixtures on site:

- a. The maximum allowable Uplight rating shall be U2. Fixtures that do not have a BUG rating but are rated as Full Cut-off shall be assumed to be in compliance with this requirement.
- b. For fixtures located less than 2 mounting heights from the boundary of the The Grove at Shoal Creek, the maximum Backlight rating shall be B2.
- c. For fixtures located less than 2 mounting heights from the boundary of The Grove at Shoal Creek, the maximum Glare rating shall be G1.
- d. Where the site abuts Bull Creek Road, the centerline of the road shall be considered the boundary of The Grove at Shoal Creek for the purposes of determining compliance with the above requirements.

5.4.2 Accent Lighting

Lighting is also a useful tool for enhancing architectural and landscape aesthetics and enjoyment of a site. Accent lighting should be utilized to highlight trees, architectural elements, landscape elements, artwork, and other unique features as appropriate, especially in the public plaza and along the Retail Street. The following regulations will govern accent lighting:

a. Directional Luminaires

Directional Luminaires may be used to illuminate signs and flagpoles. Such luminaires shall be installed and aimed so that they illuminate only the specific object or area and do not shine directly onto neighboring properties or roadways.

b. Landscape Lighting

Uplighting and downlighting of trees, artwork, kiosks, and other landscape features shall be allowed. Landscape lighting fixtures must be 24 volts or less unless they are directed downward and shielded.

c. Lighting of Building Facades

1. Downlighting of buildings and structures is permitted if fixtures are fully shielded or full cut-off or if they meet the requirements below for Uplighting.
2. Uplighting of building facades should only be used to highlight specific architectural features such as principal entrances, corners, terminus elements, and towers, and allowed in the Mixed-use District only. Luminaires used for uplighting are limited to 100 Lumens per linear foot of façade to be lit (measured horizontally), unless the fixture is 24 volts or less.
3. Direct view fixtures are permitted in the Mixed-use District on building facades and are limited to 250 lumens per linear foot of fixture.

d. Festoon Lighting

String lights and festoon lighting are permitted over roadways and in outdoor use areas within the Mixed Use District as temporary or permanent installations.

5.5 Signage

5.5.1 Free Standing Signs

a. Community Identity Signs

For each vehicular entry to the project depicted on the Land Use Plan, two permanent subdivision identification signs with a combined sign area of not more than 128 square feet and height not exceeding 6 feet are permitted. One additional sign with a sign area of not more than 64 square feet and height not exceeding 6 feet is permitted at the northwest corner of the site near the intersection of Bull Creek Road and 45th Street.

b. Commercial Multi-tenant Signs

Up to two (2) multi-tenant signs are allowed for The Grove at Shoal Creek development. These signs are subject to the following standards:

- A maximum area of 250 square feet
- A maximum height of 20'

c. Project Identity Signs

For each building containing a non-residential use or more than one residence, a free standing sign is permitted on the same lot. This sign shall not exceed 35 sf in area or 6' in height.

5.5.2 Building Signs

Building signs are permitted on all buildings within The Grove except detached single family residences. Blade signs, awning signs, under-canopy signs, heraldic signs, and letter-mounted signs are encouraged. The total sign area on any building shall not exceed 20 percent of the façade area of the first 15 feet of the building.

5.5.3 Non-permanent Signs

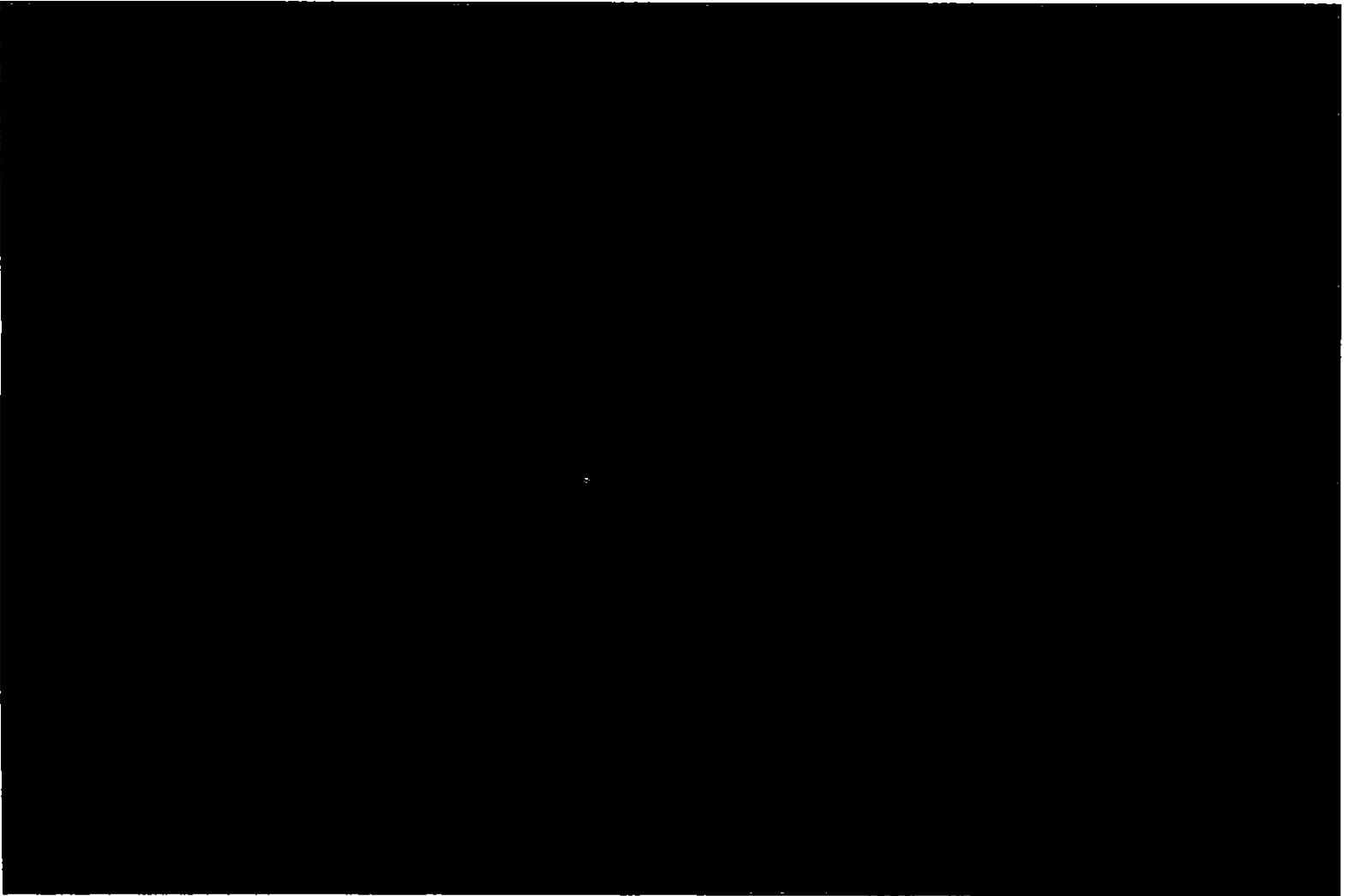
Signs such as commercial flags and street banners add vibrancy and character to the street scene and reinforce community events and programs. These temporary signs are permitted within the boundaries of The Grove at Shoal Creek without restriction.



NORRIS DESIGN

JHP

Architecture/Urban Design



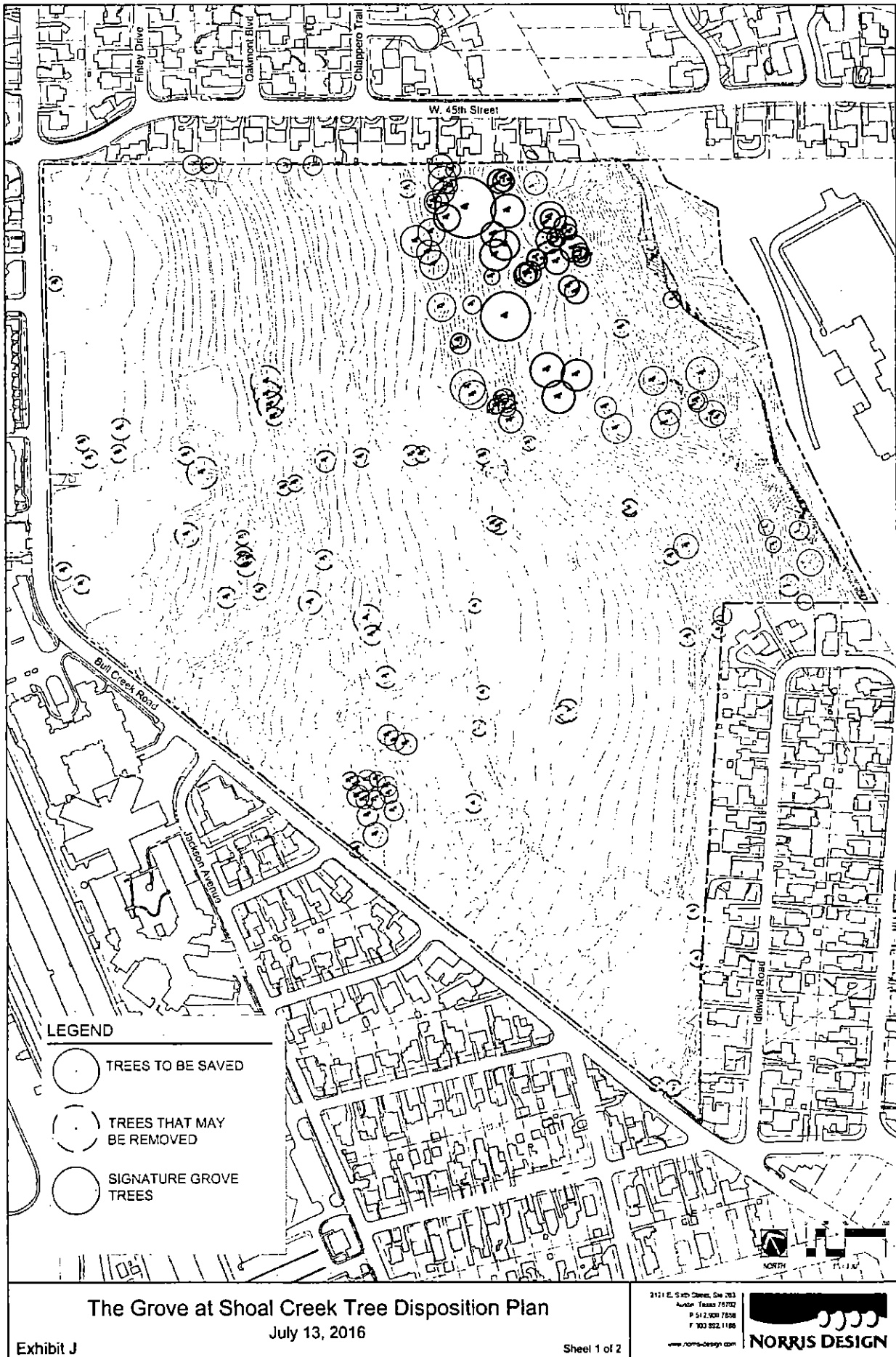




EXHIBIT I

MULTIFAMILY RENTAL UNIT
AFFORDABLE HOUSING RESTRICTIVE COVENANT

Owner:

Address:

City: The City of Austin, a home rule city, municipal corporation and political subdivision of the State of Texas, in Travis County

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Owner to the City of Austin, the receipt and sufficiency of which is acknowledged.

Property:

WHEREAS, the Owner (the "Owner", whether one or more), of the Property and the City have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. Pursuant to Ordinance No. 20161215-075, as amended, at least 11.85% of the total number of multifamily rental housing development units within the Grove PUD must be set aside for occupancy by households with incomes at 60% of or below the median family income (MFI). An additional 1.6% of the total number of multifamily rental housing development units must be set aside for occupancy by households with incomes 80% of or below MFI. Collectively, the 13.45% set aside under this section constitutes the "Affordable Rental Units." If the Property is an Affordable Rental Unit, the Property must be available to an income eligible household, as determined by the Director of the City's Neighborhood Housing and Community Development Department (NHCD), for a period of forty (40) years from the date a certificate of occupancy is issued for rental units. Income qualifications and rental amounts must comply with NHCD guidelines and be maintained by NHCD or successor department.
2. NHCD will conduct compliance and monitoring of the affordability requirements of this restrictive covenant. The Director of NHCD shall establish compliance, monitoring rules, and criteria for implementing the affordability requirements of this restrictive covenant.
3. If any person or entity shall violate or attempt to violate this Agreement, it shall be lawful for the City to prosecute proceedings at law or in equity against such person or entity violating or

attempting to violate such Agreement, to prevent the person or entity from such actions, and to collect damages for such actions.

4. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
5. If at any time the City fails to enforce this 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.
6. This Agreement may be modified, amended, or terminated only by joint action of both (a) the authorized officer or employee signing on behalf of the City, and (b) by the Owner(s) of the Property, or a portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment or termination.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED to be effective the _____ day of _____, 20_____.

OWNER:

By: _____

Name
Title

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

REVIEWED:

CITY OF AUSTIN, TEXAS

NEIGHBORHOOD HOUSING AND COMMUNITY DEVELOPMENT

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the _____ day of _____,
20_____, by _____, as _____ of
_____, on _____ behalf of
_____.

Notary Public, State of Texas

{Additional signature page to follow}

CITY OF AUSTIN:

By: _____

Bert Lumbreras
Assistant City Manager
City of Austin

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 20____, by Bert Lumbreras, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of Austin Law Department

P.O. Box 1088

Austin, Texas 78767-1088

Attn: Michele Thompson

City of Austin Law Return to: Neighborhood

Housing and Community Development

1000 East 11th Street, Suite 200

Austin, TX 78702

Attn: Regina Copic

DRAFT

EXHIBIT I

OWNER-OCCUPIED HOUSING UNIT
AFFORDABLE HOUSING RESTRICTIVE COVENANT

Owner:

Address:

City: The City of Austin, a home rule city, municipal corporation and political subdivision of the State of Texas, in Travis County

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Owner to the City of Austin, the receipt and sufficiency of which is acknowledged.

Property:

WHEREAS, the Owner (the "Owner", whether one or more), of the Property and the City have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. Pursuant to Ordinance No. 20161215-075, as amended, at least 7.9% of the total number of owner-occupied residential housing units within the Grove PUD must be set aside for occupancy by households with incomes at 80% of or below the median family income (MFI). The 7.9% set aside under this section constitutes the "Affordable Ownership Units." If the Property is an Affordable Ownership Unit, the Property must be permanently available at a price affordable to an income eligible household, as determined by the Director of the City's Neighborhood Housing and Community Development Department (NHCD), for a period of not less than ninety-nine (99) years from the date a certificate of occupancy is issued for ownership units. Income qualifications and resale prices must comply with NHCD guidelines and be maintained by NHCD or successor department.
2. Affordable Ownership Units must have substantially similar architectural design and restrictions as other residential units offered for sale to the general public. The Affordable Ownership Units must:
 - a. Be sold to an income eligible household at 80% of or below MFI;
 - b. Include resale restrictions that require that resale of the affordable unit must be to a household at 80% of or below MFI;

- c. Contain restrictions that will cap the equity that can be achieved upon resale of the affordable unit to maintain the unit's long term affordability in accordance with NHCD guidelines; and
 - d. Contain a Right of First Refusal to Austin Finance and Housing Corporation (AHFC), or other entity designated by the City. The right of first refusal must be assignable to an income-qualified buyer to ensure long term affordability.
- 3. Compliance with the affordability requirements of Section 2 shall be evidenced by the recordation in the Official Records of Travis County, Texas, of a Resale Restriction Agreement and Covenant Limitations on Resale Price and Buyer Income in the form to be provided by the City of Austin and made a part hereof for all purposes ("Resale Restriction"), which shall impose resale price and buyer income limitations and afford the City certain rights to cure a default in any mortgage loan as provided in the Resale Restriction.
 - 4. NHCD will conduct compliance and monitoring of the affordability requirements of this restrictive covenant. The Director of NHCD shall establish compliance, monitoring rules, and criteria for implementing the affordability requirements of this restrictive covenant.
 - 5. If any person or entity shall violate or attempt to violate this Agreement, it shall be lawful for the City to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such Agreement, to prevent the person or entity from such actions, and to collect damages for such actions.
 - 6. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
 - 7. If at any time the City fails to enforce this 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.
 - 8. This Agreement may be modified, amended, or terminated only by joint action of both (a) the officer or employee signing on behalf of the City, and (b) by the Owner(s) of the Property, or a portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment or termination.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED to be effective the _____ day of _____, 20_____.

OWNER:

By: _____
Name _____
Title _____

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

REVIEWED:
CITY OF AUSTIN, TEXAS
NEIGHBORHOOD HOUSING AND COMMUNITY DEVELOPMENT

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the _____ day of _____,
20_____, by _____, as _____ of
_____, on _____ behalf of
_____.

Notary Public, State of Texas

CITY OF AUSTIN:

By: _____

Bert Lumbreras
Assistant City Manager
City of Austin

**THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this the _____ day of _____, 20____, by Bert Lumbreras, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

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