

ORDINANCE NO.

AN ORDINANCE ESTABLISHING INITIAL PERMANENT ZONING AND CHANGING THE ZONING MAP FROM INTERIM-RURAL RESIDENCE (I-RR) DISTRICT, INTERIM-LAKE AUSTIN RESIDENCE (I-LA) DISTRICT AND PLANNED UNIT DEVELOPMENT (PUD) DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT.

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

PART 1. Camelback Planned Unit Development (Camelback PUD) is comprised of approximately 144.817 acres of land located at the terminus of Bridge Point Parkway, approximately 550 feet west of Pennybacker Bridge, and north of Lake Austin, and more particularly described by metes and bounds in **Exhibit A** incorporated into this ordinance (the “Property”).

PART 2. The zoning map established by Section 25-2-191 of the City Code is amended to change the base district from interim-rural residence (I-RR) district, interim-Lake Austin Residence (I-LA) district and planned unit development (PUD) district to planned unit development (PUD) district on the property described in Zoning Case No. C814-86-023.01, on file at the Planning and Zoning Department, and locally known as 6507 Bridge Point Parkway, and generally identified in the map attached as **Exhibit B**.

PART 3. This ordinance and the attached Exhibits constitute the land use plan (the “Land Use Plan”) for the Camelback PUD created by this ordinance. Development of and uses within the Camelback PUD shall conform to the limitations and conditions set forth in this ordinance and in the Land Use Plan. If this ordinance and the attached exhibits conflict, this ordinance controls. Except as otherwise specifically modified by this ordinance, all other rules, regulations, and ordinances of the City in effect at the time of permit application apply to development within the Camelback PUD.

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 Camelback PUD

Exhibit B: Zoning Map

Exhibit C: Land Use Plan

Exhibit D: PUD Notes and Exhibits

Exhibit E: Compatibility Height and Setbacks

Exhibit F. Onsite Multi-Modal Transportation

Exhibit G. Environmental Resources

Exhibit H. Cliff Park Improvements Plan

Exhibit I. Preserve Park Improvements Plan

Exhibit J. Parkland Improvement Agreement

PART 5. Definitions

- A. “Landowner” means the owner of property located within the 144.817 acres of land described in **Exhibit A**, or the owner’s successors and assigns.
- B. “Champion Tract Restrictions” means one or more private restrictive covenants and/or private conservation easements restricting development on the property described as Lot 1, Block A, of the Champion City Park East Subdivision as recorded in Document No. 200300122 of the Travis County Public Records and including the following provisions:
 - 1. reduce allowable vehicle trips per day to no more than 525 trips;
 - 2. reduce gross floor area (excluding parking facilities) to 120,000 square feet; and
 - 3. limit the use of that property to senior living, including congregate living and convalescent services; and
 - 4. reduce allowable impervious cover to 3.49 acres.

PART 6. Land Use.

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

- A. The total square footage of all office/commercial development within the Camelback PUD shall not exceed 325,000 square feet. The minimum required square footage of office / commercial development is 60,000 square feet. The maximum number of hotel rooms shall not exceed 80 rooms. If the Champion Tract Restrictions are not recorded within 30 days of the effective date of this ordinance, the total square footage of all office/commercial development within the Camelback PUD shall not exceed 175,000 square feet.

- B. The maximum number of residential units within the Camelback PUD shall not exceed 200 units. The maximum number of residential units may increase up to 200 from 64 only if commercial development is correspondingly reduced. Hotel rooms shall count against the total number of residential units.
- C. The maximum square footage of the clubhouse and dock sanitary facility within the Camelback PUD shall not exceed 5,000 square feet and shall not exceed a gross floor area of 5,000 square feet.
- D. The maximum length of the cluster dock with boat slips shall not exceed 20 percent of the uninundated shoreline of the Camelback PUD. The cluster dock shall be limited to residential uses only. Commercial uses of the dock and fuel sales are prohibited. All motorboats shall be moored or stored within the dock footprint. No other docks are allowed within the Camelback PUD. No sink or shower facilities are allowed on the dock. Fuel storage is not permitted within the Dock district.
- E. Mechanized access by inclined elevator shall provide access for residents to the cluster dock in the Dock district from the Mixed Residential district.
- F. Total impervious cover within the Camelback PUD is limited to 21.86 acres of the PUD's gross site area. This total impervious cover limit applies to the Camelback PUD overall, not on an individual subdivision or site plan basis. If the Champion Tract Restrictions are not recorded within 30 days of the effective date of this ordinance, total impervious cover for development shall be reduced to 19.86 acres. In addition to the overall limit, land uses within the Camelback PUD shall comply with the impervious cover limits in **Exhibit D**.
- G. Outdoor amplified sound in the Dock district shall be prohibited. Outdoor sound in the Commercial district shall be limited to 70 decibels from 10 a.m. to 10 p.m. and shall be prohibited from 10 p.m. to 10 a.m.
- H. No intensive recreational use as defined by Section 25-2, Subchapter C, Article 10 (*Compatibility Standards*) shall be allowed within the Shoreline Recreation Area, and swimming areas within the Dock district shall be restricted in size and location to be protective of public safety, navigation safety, and shoreline integrity as determined by the director of the Watershed Protection Department.

PART 7. Open Space and Parkland.

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

Allowable uses within the designated open space are restricted to nature trails, necessary utility easements that cannot reasonably be located elsewhere, and utility crossings for the Dock district in the same general alignment as the mechanized dock access. Fuel storage is prohibited within the Preserve Open Space district.

- B. The Camelback PUD shall include at least 16.56 acres of dedicated parkland in the Cliff Park as shown in **Exhibit H**.
- C. The Camelback PUD shall include at least 9.60 acres of dedicated parkland in the Preserve Park as shown in **Exhibit I**.
- D. Dedication of the 26.16 acres of parkland as set forth above and compliance with **Exhibit J** satisfy all City parkland requirements, including parkland development fee requirements, for the Camelback PUD.
- E. Required improvements within the dedicated parkland (“Parkland Improvements”) shall include: shade structures; one drinking fountain; four trash receptacles; four park benches; 3,400 linear feet of nature trail; 100 linear feet of an Americans with Disabilities Act-accessible multi-modal trail to the westernmost overlook; park signage; a trailhead with shade structure; and at least four on-site public scenic vista points as may be further described in **Exhibit J**.
- F. Required improvements to facilitate public access to parkland (“Public Access Improvements”) shall include:
 - 1. 25 full-size, off-site parking spaces, including at least one van-accessible ADA space, for free public use;
 - 2. Two off-site public restrooms, including changing stations, for free public use, to be located together in the Commercial district in close proximity to the 25 off-site parking spaces;
 - 3. Access to the Cliff Park from the required off-site parking spaces and off-site public restrooms; and
 - 4. Access to the Preserve Park from the existing parking along Bridge Point Parkway.

All Public Access Improvements shall include unrestricted access conveyed to the City by appropriate and necessary instruments in a form provided by the City Attorney.

- G. At least \$1,500,000 shall be invested in the Parkland Improvements and the Public Access Improvements as may be further described in **Exhibit J**.

- H. Boundaries of the Park districts cannot be changed administratively unless the change increases the size of the Park district and increases the amount of shoreline or cliff frontage that will become parkland.
- I. Construction and staging of materials in the Cliff Park and Preserve Park is permitted only for the improvements within those parks.
- J. The City shall not issue a occupancy for any non-park building in the Camelback PUD before the Park Access Improvements have been completed and the Cliff Park and Preserve Park have been improved and dedicated to the City as may be further described in **Exhibit J**.

PART 8. Environmental.

A. Green Building Rating

- 1. All buildings in the Camelback PUD will achieve a three-star or greater rating under the City's Austin Energy Green Building program or such buildings will achieve a reasonably equivalent rating under a program approved by the City, using the applicable rating version in effect at the time a rating registration application is submitted for the building.

B. Development within the Camelback PUD shall comply with tree protection and mitigation regulations in effect at the time of permit application, except for the removal of six heritage trees (Tree Numbers 23179, 23231, 23381, 23399, 23472 and 24317, as confirmed by the amended Tree Survey prepared by Chaparral Professional Land Surveying, Inc., dated January 22, 2016, and confirmed in the additional tree report dated September 14, 2018) identified by the City Arborist to be dead, diseased, or of imminent hazard.

C. Drainage

- 1. Public roadways and private driveways shall span the 10-year storm elevation when crossing a waterway that has more than 32 acres in drainage area.
- 2. Street crossings of the critical water quality zone shall span the 10-year storm elevation.

D. Docks

- 1. Design of dock facilities and dock access shall consider input from a design charrette comprised of a group approved by the City and the Landowner to ensure the structure is protective of the environment and minimizes adverse visual aesthetic impacts.

2. Sewage lift stations within the Dock district shall include an emergency overflow tank, a telemetered alarm system, backup power source, redundant grinder pumps, and provide an oversized wet well of capable of storing a volume equivalent to at least 48 hours of design flow rate to reduce the potential for sanitary sewer overflows into Lake Austin.
3. The cluster dock shall be offset from the shoreline to the minimum extent necessary to allow for restoration of the existing wetland and to minimize dredging. The outer edge of the dock may extend up to 60 feet, but up to 50 percent of the dock may extend up to 75 feet from the shoreline, necessary to adequately preserve wetland areas as determined by the director of the Watershed Protection Department.
4. No later than at the time of site development permit application, the Landowner shall determine whether the Austin Fire Department or Austin Police Department desire a slip or emergency mooring or docking station on the cluster dock in the Dock district. If requested, the Landowner shall provide one slip or emergency mooring or docking station on the cluster dock in the Dock district for each department that requests such dockage for emergency services without any increase in the size of the cluster dock.
5. Construction of the dock shall occur from Lake Austin via barge.
6. Mechanized access to the dock shall utilize a non-hydraulic method or redundant hydraulic fluid containment if a hydraulic method is utilized.
- E. The Landowner shall submit an integrated pest management (IPM) plan that complies with Section 1.6.9.2 (D) and (F) of the Environmental Criteria Manual (ECM) for approval with each site plan application. The Landowner shall provide copies of the IPM plan to all property owners within the Camelback PUD.
- F. The Camelback PUD shall implement an outdoor lighting plan to minimize light pollution using “dark sky” guidelines and techniques.
- G. The Camelback PUD shall provide 100 percent on-site water quality capture volume equivalency for all development within the PUD, and treat 75 percent of the water quality volume using green innovative methods per ECM Section 1.6.7 (*Green Stormwater Quality Infrastructure*). Each development district except the Dock district shall have separate controls, and the Mixed Residential district shall have at least three controls.

- H. The Camelback PUD shall require a 15-foot wide vegetative setback along Lot 3, Block A, of the Sanctuary at Coldwater subdivision, as recorded in Document No. 199900216 of the Travis County Public Records.
- I. All commercial buildings shall utilize non-potable water sources for irrigation of the building grounds. Site plans and building permits for commercial buildings shall demonstrate that air-conditioner condensate shall be directed to cisterns or landscaping on site for beneficial use.
- J. All required tree plantings shall use native tree species selected from the ECM Appendix F (*Descriptive Categories of Tree Species*). All required tree plantings shall use Central Texas native seed stock.
- K. At least 90 percent of all non-turf plant materials shall be selected from the ECM Appendix N (*City of Austin Preferred Plant List*) or the “Grow Green Native and Adapted Landscape Plant Guide.”
- L. Compliance with Erosion Hazard Zone requirements shall be demonstrated at the time of site development permit as per the current Code in effect at the time of application.
- M. Construction phase erosion controls shall be demonstrated at the time of site development permit as per the current Code in effect at the time of application.

PART 9. Transportation.

- A. The Landowner shall construct Bridge Point Parkway improvements through the Property. The alignment of Bridge Point Parkway may be adjusted administratively only if the aggregate adverse impact to Critical Environmental Features is not increased and if the general location is as shown in **Exhibit C**.
- B. The Landowner shall provide a 12-foot-wide multi-use trail along the Bridge Point Parkway extension as shown in Exhibit F (Onsite Multi-Modal Transportation).
- C. Street trees generally 30 feet on center shall be provided along Bridge Point Parkway to the extent feasible.

PART 10. Housing Trust Fund Contribution. The Landowner shall make a contribution to the Housing Trust Fund of \$2 per square foot of overall building square footage, due prior to approval of the site plan for each building constructed within the PUD. Staff should endeavor to invest the funds within City Council District 10 for a period of seven years. If no suitable projects or opportunities are identified within seven years, staff may use the funds in other ways that advance the goals of the City’s Strategic Housing Blueprint.

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 Camelback PUD instead of otherwise applicable City regulations:

A. General

1. Section 25-1-21(49) (*Definitions*) is modified to establish that the definition of building height of each segment of a stepped or terraced building shall be individually determined as defined and described in **Exhibit D**. In addition, height limitations are not applicable to any means of access to the cluster dock or shoreline uses in the Dock district.
2. Section 25-1-21(105) (*Definition of Site*) is modified to provide that a site in the Camelback PUD may cross a public street or right-of-way.
3. Section 25-1-23 (*Impervious Cover Measurement*) is modified to allow impervious cover on a given site within a particular district to exceed Section 25-2-492 (*Site Development Regulations*) provided the total amount of impervious cover allowed on the Property is not exceeded on an overall basis. The impervious cover calculation shall not include any portion of the cluster dock located on the shoreline of Lake Austin as defined in Section 25-2-551(A)(1) (*Lake Austin (LA) District Regulations*) (492.8 feet above mean sea level). Allowable impervious cover is subject to the overall conditions as outlined in Part 6.F of this ordinance.

B. Zoning.

1. Section 25-2-4 (*Commercial Uses Described*) is modified to allow for uses associated with the cluster dock, including boat slips, clubhouse, and recreational facilities, to not be included in the overall square footage limitations for commercial use.
2. Section 25-2, Division 5, Section 3.1 (*Planned Unit Developments – Land Use Plan Expiration and Amendment*) is modified to allow administrative approval of changes to district boundaries as shown in **Exhibit C** and further clarified by Part 7.H of this ordinance.
3. Section 25-2-491 (*Permitted, Conditional and Prohibited Uses*) is modified to establish a list of land uses applicable to the Camelback PUD, as shown in **Exhibit D**.
4. Section 25-2-492 (*Site Development Regulations*) is modified to establish a set of site development regulations applicable to the Camelback PUD, as shown in **Exhibit D**.

5. Subsections (B)(1) and (B)(3) of Section 25-2-551 (*Lake Austin District Regulations*) are modified to amend the shoreline setback to be 50 feet in the Dock district for the clubhouse and clubhouse appurtenances, but shall otherwise remain 75 feet including for the purposes of 25-8-261(C)(3).
6. Subsections (C)(2) and (E)(2) of Section 25-2-551 (*Lake Austin District Regulations*) are modified to allow construction on slopes as follows:
 - a. On slopes between 15 and 25%, not more than 9.92 acres of impervious cover is allowed; and
 - b. On slopes between 25 and 35%, not more than 7.95 acres of impervious cover is allowed; and
 - c. On slopes greater than 35%, not more than 1.09 acres of impervious cover is allowed; and
 - d. Impervious cover may be transferred from higher slope categories to lower slope categories, provided that no more than 18.96 acres of impervious cover is allowed on slopes over 15% overall.
7. Subsections (D) and (F) of Section of Section 25-2-551 (*Lake Austin District Regulations*) are modified to allow transfer of impervious cover from areas of higher slope to lower slope categories.
8. Section 25-2-837 (*Community Recreation*) is modified to exempt the Property from the requirements of this section.
9. Section 25-2-893(G)(3) (*Accessory Uses for a Principal Residential Use*) is modified to allow potable water lines on the cluster dock if determined by the Austin Fire Department to be necessary for fire suppression, and potable water lines on the dock may only be used for fire suppression.
10. Section 25-2-893(G)(3) (*Accessory Uses for a Principal Residential Use*) is modified to allow one mechanized access to the Dock district.
11. Section 25-2-894(B) (*Accessory Uses for a Principal Commercial Use*) is modified to allow for the definition of a permitted accessory use for a principal commercial use to be amended to allow:
 - a. uses customarily incidental and subordinate to the principal commercial use of a building;
 - b. uses that are located on the same lot with such principal use or building; and

- c. uses occupying no more than 15 percent of the building in which the accessory use is located.
- 12. Section 25-2, Subchapter C, Article 10 (*Compatibility Standards*) is modified so that it shall not apply within the Camelback PUD.
- 13. Section 25-2-1063(C) (*Compatibility Standards, Height Limitations and Setbacks for Large Sites*) is modified along the northern property line, as shown in **Exhibit E**, due to the topography sloping away from the existing single-family residences located to the north. This section is further modified along the Lot 3, Block A of the Sanctuary at Coldwater Subdivision, as recorded in Document No. 199900216 of the Travis County Public Records, of the Dock district to require a vegetated setback that is a minimum of 15 feet in width. It is also modified so that it shall not apply to utility access roads and any means of access to the cluster dock, shoreline, or any civic uses in the Dock district.
- 14. Section 25-2, Subchapter E (*Compatibility Standards*) is modified so that it shall exempt development within the Camelback PUD from the application of Compatibility Standards except for Sections 2.5 (*Exterior Lighting*) and 2.6 (*Screening of Equipment and Utilities*).
- 15. Section 25-2-1176 (*Site Development Regulations for Docks, Marinas, and Other Lakefront Uses*) is modified to:
 - a. allow the clubhouse as a permanent structure to be constructed with a setback of 50 feet from the shoreline in the Dock district;
 - b. allow the footprint of the cluster dock to be the lesser of 30 feet width by 20% of the shoreline length of the PUD, or 17,270 square feet;
 - c. allow the outer edge of the dock to extend up to 75 feet so long as 50 percent of the dock extends 60 feet or less from the shoreline; and
 - d. remove the requirement for parking.

C. Subdivision.

- 1. Section 25-4-153 (*Block Length*) is modified to allow block length requirements to be satisfied through pedestrian easements and trails, in accordance with **Exhibit F**.
- 2. Section 25-4-171(A) (*Access to Lots*) is modified to allow a lot to abut a public street, private street, or private drive within an access easement. Notwithstanding any other provision of the Code or Transportation Criteria Manual, any private street may be gated for private access.

3. Section 25-4-62 (*Preliminary Plan Expiration*) is modified to establish that preliminary plans expire five years after City approval, with no additional administrative or formal extension options.

D. Site Plan.

1. Sections 25-5-81 (*Site Plan Expiration*) is modified to establish that site plans and other site development related permits expire five years after City approval, with no additional administrative or formal extension options.

E. Transportation.

1. Section 25-6-202 (*Streets in a Critical Water Quality Zone or Water Quality Buffer Zone*) is modified to allow the street cross section for the extension of Bridge Point Parkway in accordance with **Exhibit F**.
2. Section 25-6-203 (*Street Cross Section Design*) is modified to allow the street cross section for the extension of Bridge Point Parkway in accordance with **Exhibit F**.
3. Section 25-6-442 (*Access Standards*) is modified to allow administrative approval of regulations related to access and driveway grades, due to topographical constraints.
4. Section 25-6-742 (*Tables of Off-Street Parking*) and Section 26-6, Appendix A (*Tables of Off-Street Parking and Loading Requirements*) are modified so that parking requirements shall not apply within the Dock district.
5. Sections 25-6-351 (*Sidewalk Installation in Subdivision*) and 25-6-352 (*Sidewalk Installation with Site Plans*) are modified to allow sidewalks in the Mixed Residential district to be located on one side of a private internal drive or an equivalent location to serve as pedestrian connectivity between all residences. The sidewalk shall be a minimum of six feet in width.

F. Environmental.

1. Section 25-7-92(C) (*Encroachment on Floodplain Prohibited*) is modified so that the director of the Watershed Protection Department shall grant a variance to Subsections (A) or (B) if the director determines that:
 - a. the finished floor elevation of a proposed building is at least two feet above the 100-year floodplain;

- b. normal access to a proposed building is by direct connection via the inclined elevator and emergency stairs with an area above the regulatory flood datum, as prescribed by Chapter 25-12, Article 1 (*Building Code*);
 - c. a proposed building complies with the requirements in Chapter 25-12, Article 1, Section 25-12-3 Appendix G (*Flood Resistant Construction*) and Section 1612 (*Flood Loads*);
 - d. the development compensates for the floodplain volume displaced by the development;
 - e. the development improves the drainage system by exceeding the requirements of Section 25-7-61 (*Criteria for Approval of Development Applications*), as demonstrated by a report provided by the applicant and certified by an engineer registered in Texas;
 - f. the variance is required by unique site conditions; and
 - g. development permitted by the variance does not result in additional adverse flooding impact on other property.
2. Section 25-7-92 (*Encroachment on Floodplain Prohibited*) is modified so that the applicant shall prepare and submit a Flood Emergency Evacuation and Education Plan in addition to satisfying the conditions of Subsection (C) and in conjunction with a site plan submittal of a proposed building that encroaches into the 25-year or 100-year floodplain. The plan must be approved by the Director of the Watershed Protection Department as part of the review of the development in accordance with Subsection (C).
3. Section 25-8-211 (*Water Quality Control Requirements*) is modified to allow the water quality control requirements in the Dock district to be satisfied by providing an equivalent level of water quality capture volume in another district. The equivalent capture volume must be in addition to the water quality capture volume requirements necessary for development in the receiving district. Additionally, water quality controls shall not be required for impervious trails in the water quality transition zone if trails are required to be of impervious construction to comply with Americans with Disability Act requirements.
4. Section 25-8-213(C)(3) (*Water Quality Control Standards*) is modified so that water quality control requirements in the uplands zone shall not apply to development within the Camelback PUD.

5. Subsections (B)(3), (E) and (F) of Section 25-9-261 (*Critical Water Quality Zone Development*) are modified to reduce a setback for a hard surface trail in the critical water quality zone from 50 feet to 25 feet.
6. Section 25-8-261(C)(1) (*Critical Water Quality Zone Development*) is modified to establish that the location of docks, clubhouse, and dock or clubhouse appurtenances in the critical water quality zone shall be modified in accordance with **Exhibits C and G** in order to allow access and necessary utilities in the Dock district.
7. Section 25-8-261(D) (*Critical Water Quality Zone Development*) is modified to allow for suspended or column-supported utility crossings at driveway and trail locations along utility lines in the critical water quality zone.
8. Section 25-8-261(G)(2) (*Critical Water Quality Zone Development*) is modified to allow for consideration of wetland restoration in the Dock district in satisfying the requirements of floodplain modification benefits.
9. Subsections (B)(2)(a) and (B)(3)(b) of Section 25-8-262 (*Critical Water Quality Zone Street Crossings*) is modified so that distances between street crossings in the critical water quality zone shall not apply to the Property. Street crossings in the critical water quality zone shall be allowed as set forth in **Exhibit F**.
10. Section 25-8-281 (*Critical Environmental Features*) is modified so that critical environmental features shall apply to development within the Camelback PUD, except that certain development within critical environmental feature setbacks is allowed according to **Exhibits D and G**. One mechanized access to the Dock district from the Mixed Residential district is allowed through the Open Space district and through critical environmental feature setbacks. Mechanized access to the Dock district shall span bluff and rimrock features such that no structural connections within 50 feet of the vertical face of any bluff or rimrock are utilized. Construction within the Commercial district is allowed within the setback of the bluff identified as B-1 in Exhibit G except that no borings, piers, or excavation may occur within 50 feet of the B-1 bluff and all disturbance or cantilevered construction is allowed to extend not closer than 30 feet from the B-1 bluff. Pedestrian trails and ancillary improvements may be located within critical environmental feature setbacks within parkland subject to review by the Parks and Recreation Department and Watershed Protection Department if such improvements are in locations other than existing disturbed areas.

11. Section 25-8-282 (*Wetland Protection*) is modified so that wetland protection shall apply to development within the Camelback PUD, except that certain development within the wetland setbacks is allowed according to **Exhibits C and G**. Proposed disturbance within the shoreline wetland critical environmental feature setback shall be mitigated in conformance with an approved mitigation plan at the time of site development permit.
12. Sections 25-8-301 (*Construction of a Roadway or a Driveway*) and 25-8-302 (*Construction of a Building or a Parking Area*) are modified to allow construction on slopes as follows:
 - a. On slopes between 15 and 25 percent, not more than 9.92 acres of impervious cover is allowed; and
 - b. On slopes between 25 and 35 percent, not more than 7.95 acres of impervious cover is allowed; and
 - c. On slopes greater than 35 percent, not more than 1.09 acres of impervious cover is allowed; and
 - d. Impervious cover may be transferred from higher slope categories to lower slope categories, provided that no more than 18.96 acres of impervious cover is allowed on slopes over 15 percent overall; and
 - e. If feasible, engineering solutions that exceed the Environmental Criteria Manual requirements shall be provided for construction on slopes greater than 25 percent.
13. Sections 25-8-341 (*Cut Requirements*) and 25-8-342 (*Fill Requirements*) are modified so that cut requirements and fill requirements shall not apply to development within the Camelback PUD, except for the limitations shown in **Exhibit D**. All cut and fill over four feet shall be structurally contained using retaining walls.
14. Section 25-8-364 (*Floodplain Modification*) is modified so that floodplain modification shall apply to development within the Camelback PUD, except to the extent that such requirements are inconsistent with the development otherwise allowed by the Camelback PUD Exhibits and PUD Notes.
15. Section 25-8-368 (*Restrictions on Development Impacting Lake Austin, Lady Bird Lake, and Lake Walter E. Long*) is modified to allow the Director to approve up to 300 cubic yards of dredging if necessary for navigation safety.

16. Section 25-8, Subchapter A, Article 11 (*Water Supply Rural Watershed Requirements*) is modified so that it shall not apply to development within the Camelback PUD.

DRAFT

EXHIBIT A:

Legal Description

EXHIBIT "A"

Legal Description

**144.817 ACRES
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 144.817 ACRES (APPROXIMATELY 6,308,209 SQ. FT.) IN THE A.C. CHAMPION SURVEY NO. 118, ABS. 2603, THE JAMES JETT SURVEY NO. 1, ABS. 437 AND THE JAMES SPILLMAN SURVEY NO. 2, ABS. 739, ALL IN TRAVIS COUNTY, TEXAS. BEING ALL OF A 144.817 ACRE TRACT CONVEYED TO LUNA HEIGHTS, LP IN A SPECIAL WARRANTY DEED DATED NOVEMBER 12, 2014 AND RECORDED IN DOCUMENT NO. 2014169807 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 144.817 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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

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

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

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

Exhibit "A"

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

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

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

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

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

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

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

Exhibit "A"

Page 3 of 8

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

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

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

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

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

Exhibit "A"

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

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

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

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

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

Exhibit "A"

Page 5 of 8

of said Hidden Valley Phase B;

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

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

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

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

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

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

Exhibit "A"

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

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

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

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

Exhibit A

Page 7 of 8

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

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

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

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

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

Exhibit "A"

Page 8 of 8

Surveyed on the ground February 4, 2014.

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

EXHIBIT "B"

PERMITTED EXCEPTIONS

The restrictive covenants of record in Volume 9931, Page 325, Volume 12473, Page 52 and Volume 12255, Page 208 of the Real Property Records of Travis County, Texas. (Affects the Coldwater P.U.D. Eagle Ridge Court Area as described in Restrictive Covenant recorded in Volume 12473, Page 52 of the Real Property Records of Travis County, Texas (the "Eagle Ridge Court Area"), only).

A release of damages and inundation easement granted to the City of Austin in Volume 105, a. Page 420 of the Deed Records of Travis County, Texas.

The terms, conditions and stipulations set out in that certain Partial Release and Relinquishment of Wastewater Service dated May 14, 1984, recorded in Volume 8858, Page(s) 955 of the Real Property Records of Travis County, Texas, and as assigned in Volume 9043, Page 416 of the Real Property Records of Travis County, Texas. (Affects that called 130.25 acre tract described in Volume 11129, Page 705 of the Real Property Records of Travis County, Texas, only).

Rights of the City of Austin overflow, inundate and submerge all lands lying below the 504.9 foot contour above mean sea level as set forth in instrument(s) recorded in Volume 11129, Page 705 of the Real Property Records of Travis County, Texas.

Electric lines and systems and telephone lines easement granted to the City of Austin, by instrument dated May 29, 1990, recorded in Volume 11238, Page 873 of the Real Property Records of Travis County, Texas.

Subject to all definitions, restrictions, easements, covenants, limitations, conditions, rights, privileges, obligations, liabilities, and all other terms and provisions of that certain Special Warranty Deed, recorded in Volume 12255, Page 208 of the Real Property Records of Travis County, Texas. (Affects Eagle Ridge Court Area only).

Ingress and egress, boat dock construction and use purposes and water vehicle use purposes easement granted to Coldwater II, Ltd, a Texas limited partnership, by instrument dated August 18, 1994, recorded in Volume 12255, Page 216 of the Real Property Records of Travis County, Texas.

Changes in area or boundary resulting from erosion, accretion or avulsion caused by Lake Austin, which forms a boundary of the subject property.

Discrepancies, conflicts, shortages in area or boundary lines, encroachments, protrusions or any overlapping of improvements resulting from the inundation of a portion of subject property.

Chain link fences inset and protruding along multiple property lines as shown on survey dated February 4, 2014, last updated February 28, 2017, prepared by Joe Ben Early, Jr., Registered Professional Land Surveyor No. 6016 ("the Survey").

11-GF# 201700442
RETURN TO: HERITAGE TITLE
401 CONGRESS AVE., STE.1500
AUSTIN, TEXAS 78701
17926184v.1

Exhibit "B"



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

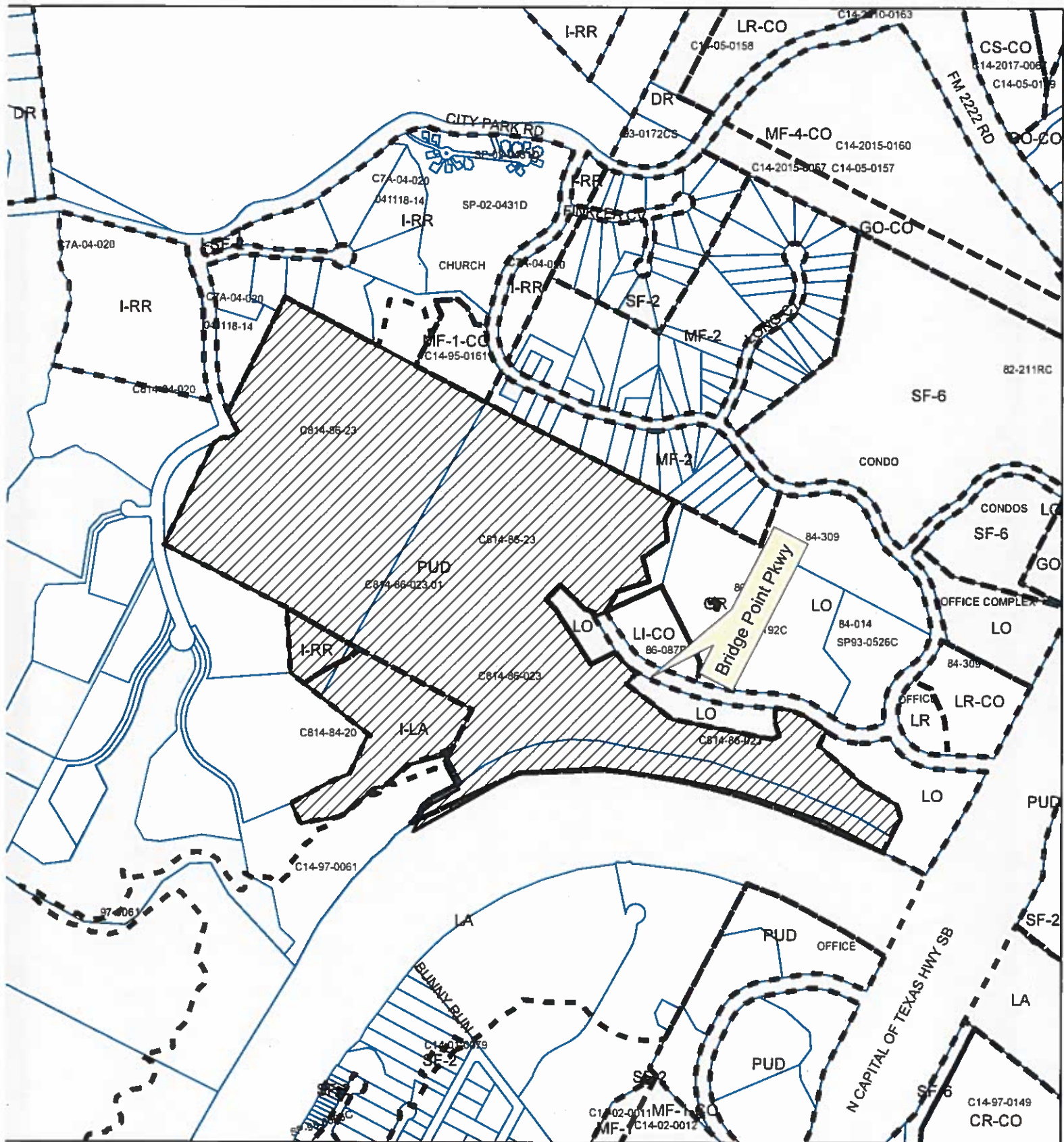
Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 09 2017 09:47 AM

FEE: \$ 66.00 2017038499

EXHIBIT B:




Zoning Map



Planned Unit Development

Zoning Case: C814-86-023.01



-  SUBJECT TRACT
-  PENDING CASE
-  ZONING BOUNDARY

1" = 800'

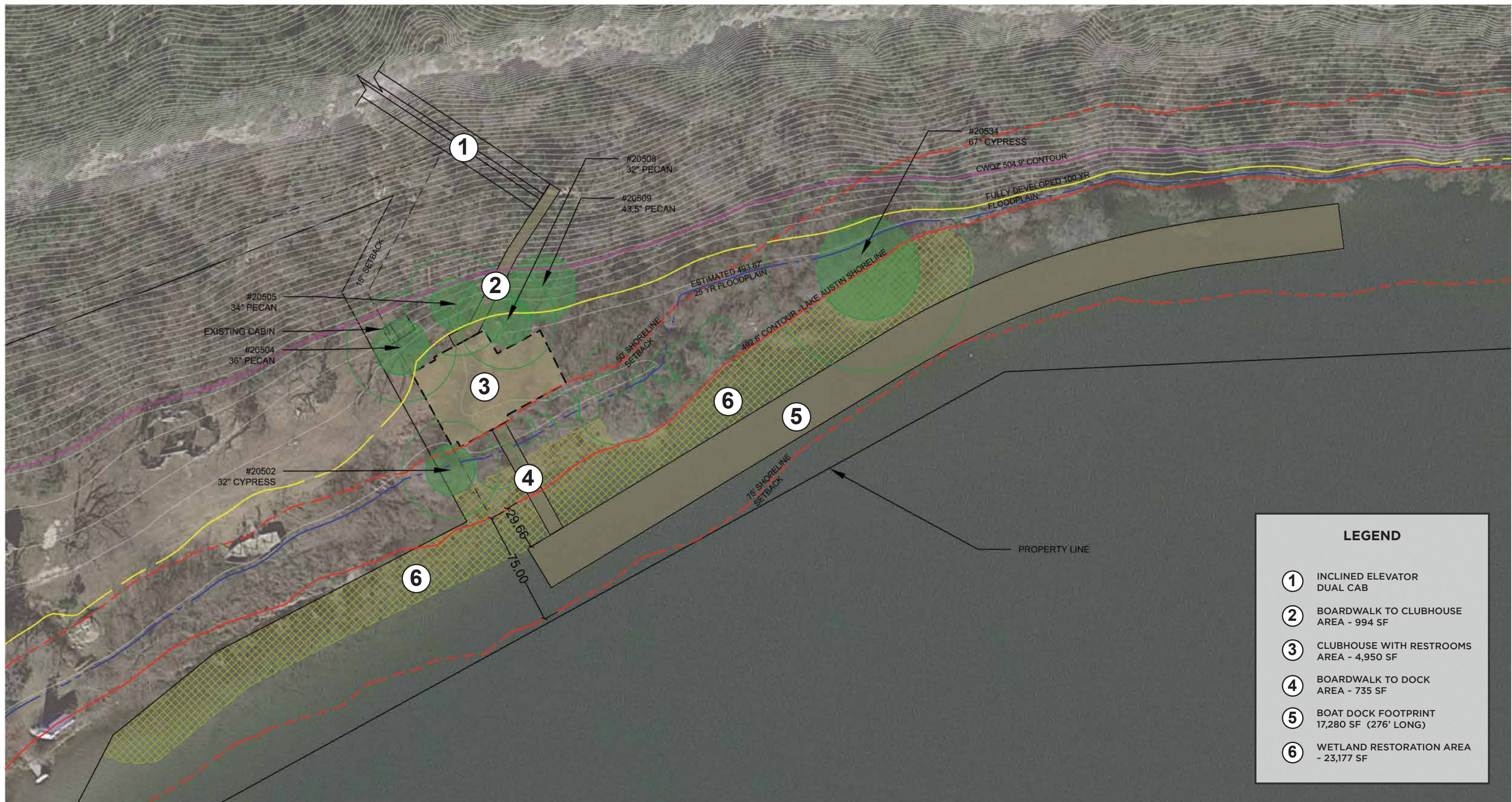
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



EXHIBIT C:

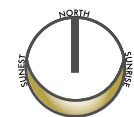
Land Use Plan



LEGEND

- ① INCLINED ELEVATOR
DUAL CAB
- ② BOARDWALK TO CLUBHOUSE
AREA - 994 SF
- ③ CLUBHOUSE WITH RESTROOMS
AREA - 4,950 SF
- ④ BOARDWALK TO DOCK
AREA - 735 SF
- ⑤ BOAT DOCK FOOTPRINT
17,280 SF (276' LONG)
- ⑥ WETLAND RESTORATION AREA
- 23,177 SF

CAMELBACK PLANNED UNIT DEVELOPMENT
BOAT DOCK
 OCTOBER 11, 2018



DISTRICT SUMMARY		
OVERALL SITE AREA: 144.817 AC.		
O-MU	6.30 AC.	4%
C	7.44 AC.	5%
MR	36.70 AC.	26%
P-OS*	60.53 AC.	42%
PARK*	26.16 AC.	18%
DOCK	2.73 AC.	2%
Bridge Point Parkway ROW	4.96 AC.	3%
TOTAL	144.82 AC.	100%

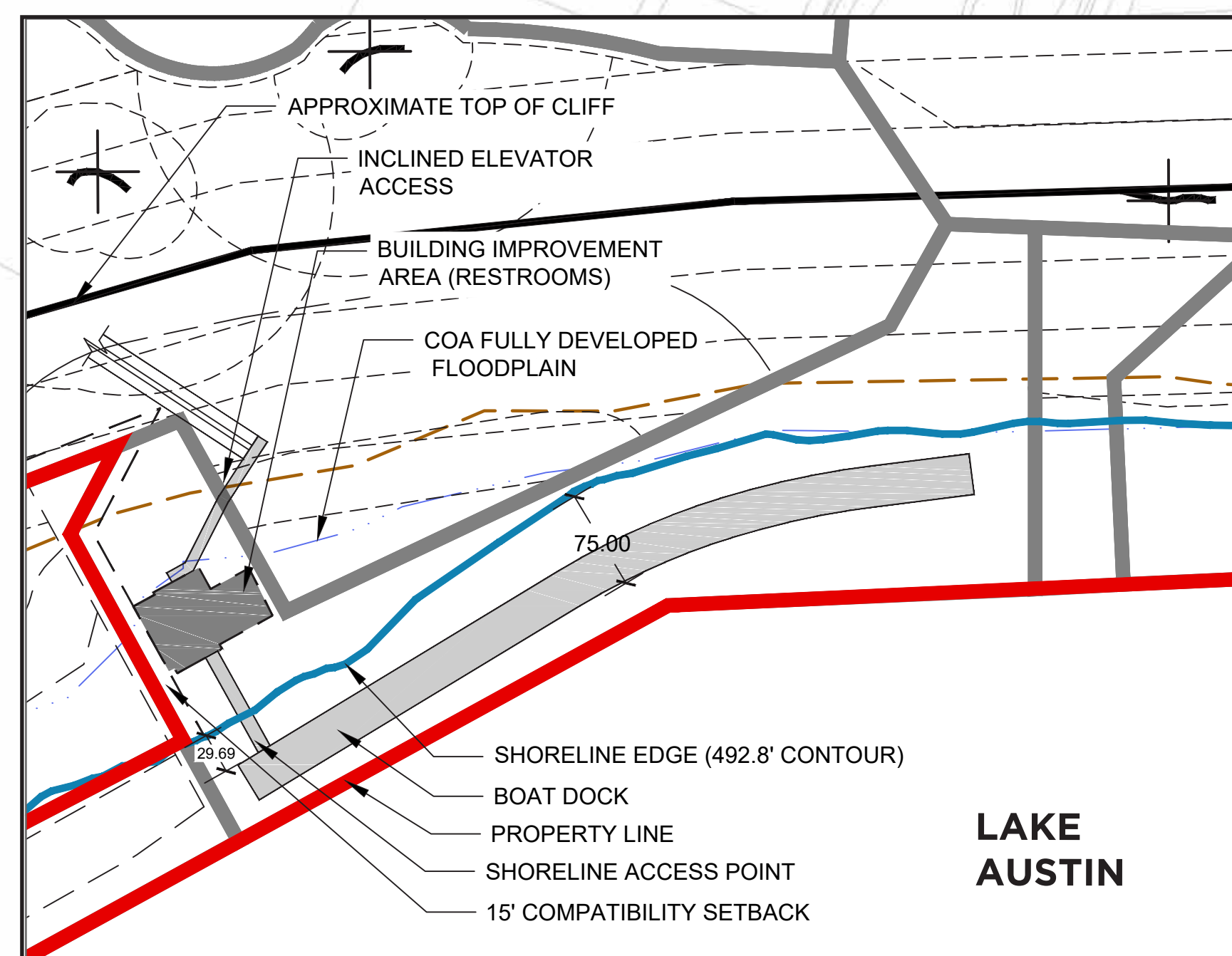
* The total proposed Open Space is 86.69 AC., equivalent to 61% of the total site area.

OVERALL SITE AREA: 144.817 AC.		
MU	6.30 AC.	4%
	7.44 AC.	5%
	36.70 AC.	26%
PS*	60.53 AC.	42%
PK*	26.16 AC.	18%
CK	2.73 AC.	2%
Judge Point Hwy ROW	4.96 AC.	3%
TOTAL	144.82 AC.	100%

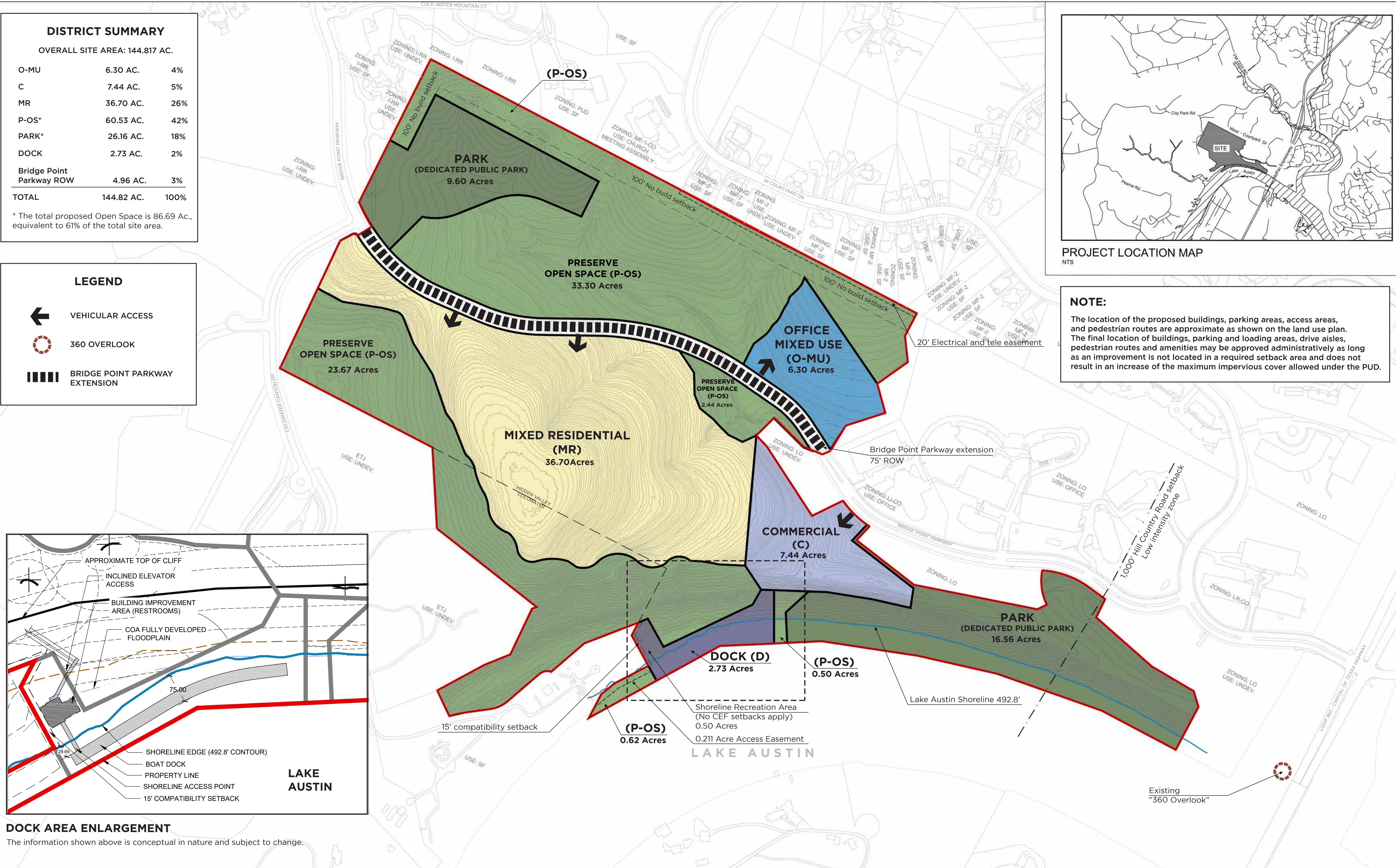
LEGEND



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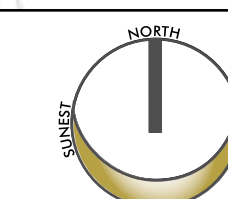
BRIDGE POINT PARKWAY
EXTENSION

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



The location of the proposed buildings, parking areas, access areas, and pedestrian routes are approximate as shown on the land use plan. The final location of buildings, parking and loading areas, drive aisles, pedestrian routes and amenities may be approved administratively as long as an improvement is not located in a required setback area and does not result in an increase of the maximum impervious cover allowed under the PUD.

OCTOBER 11, 2018



CASE #: C814-86-023.01

EXHIBIT C

EXHIBIT D:
PUD Notes and Exhibits

PUD NOTES

1. A 9.53 acre dedicated park (PARK) and a 16.56 acre (10,713 acres land and 5.847 acres water) dedicated park shall be provided, subject to a Parkland Dedication Improvement Agreement. At least 60.94 acres of designated open space (P-OS) shall be provided on site. Allowable uses within the designated open space are restricted to nature trails, necessary utility easements that cannot reasonably be located elsewhere, utility crossings necessary for the Dock (D) District in the same general alignment as the mechanized dock access, and one mechanized dock access if an inclined elevator is the allowed means to access the Dock (D) District. Any trails established in the Open Space (P-OS) District north of Bridge Point Parkway will be accessible to the public.
2. Overall project impervious cover is capped at 21.86 acres including impervious cover for Bridge Point Parkway (assumed to be 3.0 acres) and including the Dock District. Impervious cover shall be handled through a "bucket" system and tracked on an individual tract and/or site plan basis, so long as the total project impervious cover does not exceed 21.86 acres. 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 the overall site development regulations. City staff shall review the table provided with each application and verify that it is in accordance with the site development regulations outlined in Exhibit C (Land Use Plan).
3. Any portion of the cluster dock located in the permanent pool of Lake Austin and any mechanical access to such cluster dock shall not count against the overall project impervious cover stated in Note 2. Any mechanical access to a cluster dock shall not count against any limitation related to construction on slopes.
4. Development within the PUD shall comply with current code and rules for tree preservation and mitigation. Notwithstanding any provision of the City Code or Environmental Criteria Manual, the approval of this PUD by Austin City Council constitutes approval of a variance for the following trees identified in the Tree Survey Prepared by Chaparral and amended January 22, 2016, and confirmed in the additional tree report dated September 14, 2018, to be removed because they are dead or in very poor health: 23179, 23231, 23381, 23399, 23472, 24317. In recognition of the large amounts of land preserved in the Open Space (P-OS) and Park (P) Districts, each ashe juniper tree removed will be mitigated at a rate of 2-inches of replacement trees from the approved tree list. Trees of less than regulatory size preserved within the limits of construction will be counted inch-for-inch towards mitigation as allowed per the Environmental Criteria Manual.
5. The total square footage of commercial uses that may be located on the Property are capped at 325,000 gross square feet. A minimum 60,000 square feet of commercial square footage must be constructed on the Property as a whole and shall be included within the initial site plan application for development within the Commercial (C) or Office Mixed Use (O-MU) Districts.
6. Total residential dwelling units for the Property shall not exceed 200 residential units, including hotel. Commercial square footage must be reduced in order for additional residential units (but excluding hotel rooms) over 64 units to be added, at a rate of 1 square foot of commercial reduction for each square foot of residential units above 64 that are added.
7. Cumulative hotel uses shall be limited to a maximum of 80 rooms for the entire Project and shall count against the allowable residential dwelling unit count for the Project and shall count against the allowable commercial square footage for the Project.
8. Driveway locations, trail locations, dock and other improvements shown on the Land Use Plan and any other Exhibits are schematic and will be determined at the time of site plan or subdivision.
9. Section 25-2-551 (Lake Austin (LA) District Regulations) of the Code is modified to allow additional improvements within the Shoreline Recreation Area of the Dock (D) District as shown on the Exhibit C (Land Use Plan) and Exhibit G (Environmental Resource Exhibit). These improvements may include up to 5,000 square feet of impervious cover and a gross floor area not to exceed 5,000 square feet within the Shore Recreation Area for buildings and related facilities, including, without limitation, clubhouse with private kitchen, decks, trails, walks, boardwalk, terraces, utilities, restroom, weir system, berms, swimming area in the lake consistent with the requirements of Note 63, and related improvements and appurtenances; provided that any portion of such improvements within the floodplain must comply with the requirements of Note 33. Aerial portions of any mechanized or other access to the Dock (D) District and any path to a refuge area required by Note 33 shall not count against the foregoing 5,000 sf impervious cover limitation. No outdoor shower facilities are allowed at the clubhouse.
10. Notwithstanding any provision of Chapter 25-2, Subchapter C, Article 10 (Compatibility Standards), compatibility height and setback standards within the property are as shown on Exhibit E (Compatibility Height and Setback Map), and screening of shoreline access may be primarily of alternative methods that may be supplemented by vegetation and tree canopy.
11. Notwithstanding Code Modification 13, zoning districts and land uses outside of the PUD that would otherwise trigger the requirements of Chapter 25-2, Article 10 (Compatibility Standards) to apply shall cause such compatibility standards to apply to development within the PUD as modified by PUD note 10 and by the PUD Ordinance in Exhibit E (Compatibility Height and Setback Map).
12. CEF setbacks shall allow construction of one means of mechanized access from the Mixed Residential (MR) or Commercial (C) Districts to the cluster dock via an elevator or an inclined elevator. Emergency stair access is required with any mechanized access option and shall be constructed or contained within the structure of the mechanized access. The elevator or inclined elevator shall span the B-1 bluff such that no structural connections to the vertical face of the bluff or rimrock are utilized as shown on Exhibit G (Environmental Resource Exhibit).
13. CEF setbacks shall comply with Exhibit G (Environmental Resource Exhibit). Notwithstanding the 100-foot setbacks from B-1 in the Mixed Residential (MR) and Commercial (C) districts shown on Exhibit G (Environmental Resource Exhibit), mechanical access in and to the Dock (D) District and through the Open Space (P-OS) District may encroach in such setbacks. Notwithstanding the 100-foot setbacks from B-1 in Exhibit G (Environmental Resource Exhibit), for development in the Commercial (C) District, construction of a building and all related improvements, including without limitation, walkways, landscaping and utilities, and shoreline access is allowed within the B-1 setback with the conditions that no boring, piers, or excavation, shall occur within 50 feet of B-1. In addition, disturbance and cantilevered construction are allowed to extend in the B-1 setback not closer than 30 feet from B-1 in the Commercial (C) District
14. Construction phase erosion controls on the Property shall comply with current code at the time of site plan.
15. Section 25-5-81(B) (Site Plan Expiration) is amended to provide that, except as provided in subsection C, D, and E of that section, a site plan expires 7 years after the date of its approval. Section 25-4-54 (Preliminary Plan Expiration) is amended to provide that a preliminary plan expired 7 years after the date of its approval.
16. Within the Office Mixed Use (O-MU) and Commercial (C) Districts, all commercial buildings shall provide pedestrian access from the public right-of-way. All primary building entrances must be shaded via a canopy, awning, or approved shade device. A shaded pedestrian walk shall be provided to the primary entrance. Shading for building entries and sidewalks shall meet the standards and definitions of Chapter 25, Section 2, Subchapter E, Sections 2.8 (Shade and Shelter) and 5 (Definitions, see 'Awning').
17. Notwithstanding any provision of the City Code, Transportation Criteria Manual, and Fire Protection Criteria Manual, the applicable cross sections for the extension of Bridge Point Parkway may comply with the cross section illustrated on Exhibit F (On Site Multi-Modal Transportation).
18. Notwithstanding any provision of the City Code or the Transportation Criteria Manual, any private street may be gated for private access. Access gates shall not impede access to or along the trails shown on Exhibit F (On Site Multi-Modal Transportation).
19. Modifications to the requirements pertaining to sidewalks as provided in Sections 25-6-351 (Sidewalk Installation in Subdivision) and 25-6-352 (Sidewalk Installations with Site Plans) may be administratively approved. A minimum 4-foot wide sidewalk is required on one side of all public rights-of-way (except for Bridge Point Parkway), private streets, and internal drives. The location of sidewalk may vary based on topography and site constraints and shall meander so that trees greater than 19" are preserved.
20. The District boundaries may be revised administratively so long as the total acreage within the Open Space (P-OS), and Park (P) Districts each equal the acreage shown on the Exhibit C (Land Use Plan).
21. Except as provided herein, building height for all individual buildings shall follow the definition of building height in Section 25-1-21(49) (Definitions; Height). Notwithstanding the foregoing, for a stepped or terraced building, the building height of each segment is determined individually. A stepped or terraced building is any building where the floors are offset. See Stepped Building Height Measurement Diagram on Exhibit C for reference of how height is calculated with respect to stepped buildings.
22. All site plans for the PUD must include a sheet to show compliance with Exhibit E (Compatibility Height and Setbacks).

23. Any applicable limitation on height, whether by compatibility height limitation or setback standards or by Exhibit C (Land Use Plan), are not applicable to aerial portions of any mechanized or other access from and through the Mixed Residential (MR), Open Space (P-OS) or Commercial (C) Districts to and in the Dock (D) District.
24. With respect to Section 25-2-1176 (Site Development Regulations for Docks, Marinas, and Other Lakefront Uses), the Applicant proposes that the Code be modified to allow a permanent structure to be constructed with a setback of 50 feet from the shoreline in the Dock (D) District. The Code shall be modified to allow for the dock to extend up to 75 feet from the shoreline as shown on Exhibit C (Land Use Plan). The total dock area shall not exceed 30 feet wide by 624 feet length or 18,720 square feet. The total allowable dock length is calculated as 20% of the 3,126 linear feet of shoreline for the project. All motorboats will be moored or stored within the dock footprint. Other than in the Dock (D) District and as allowed in this PUD, no other docks will be allowed along the shoreline. Per Section 25-2-1172 (1) a cluster dock is defined as a dock not used for commercial purposes that is associated with dwelling or residential structures. No sinks or shower facilities are allowed on the dock. No commercial watercraft rentals are allowed on the dock.
25. The cluster dock in the Dock (D) District is permitted for use by residents only. No public uses are allowed for the cluster dock including mooring of boats not associated with the cluster dock property owners association except for use by Austin Police Department and/or Austin Fire Department.
26. Fuel storage is not permitted within the Dock (D) or Open Space (P-OS) Districts.
27. All buildings, docks or structures within the Dock (D) District must install a sprinkler system for fire protection. With the installation of such sprinkler systems, development allowed in the Dock (D) District shall not be required to comply with fire apparatus access road requirements, and such development is hereby granted approval of an alternative method of compliance allowed under the International Fire Code without further action of approval required.
28. Notwithstanding anything in this PUD Land Use Plan to the contrary, in the event that one or more restrictive covenant(s) and/ or conservation easement(s) restricting development of the property described as Lot 1, Block A of the Champion City Park East Subdivision recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas, approved and enforceable by the City, is not recorded within thirty (30) days of the effective date of the ordinance adopting this PUD Land Use Plan (the "Champion Tract Restrictions"), then the total amount of impervious cover allowed in Note 2 above shall be reduced by 2.0 acres. The Champion Tract Restrictions shall (1) reduce allowable vehicle trips per day by 75%, (2) shall reduce gross floor area (excluding parking facilities) to 120,000 square feet, and (3) limit the use of that property to senior living, including without limitation, Congregate Living, Convalescent Services, and Retirement Housing or other low-intensity use allowed by the Champion Tract Restrictions. Applicant shall amend Ordinance #20161110-006, Part 4 (1)(c) to read "In no case may impervious cover on the Property exceed 3.49 acres."
29. The alignment of Bridge Point Parkway may be adjusted administratively so long as the aggregate adverse impact to CEF buffers is not increased and as long as the general location is as shown in the Exhibit C (Land Use Plan).
30. Pedestrian trails and ancillary improvements (fences, seat walls, shade structures, benches, signage, drinking fountain) may be located in CEF buffers within parkland subject to plan review by the Parks and Recreation Department and Watershed Protection Department, and location approval by the Watershed Protection Department if such improvements are in locations other than existing disturbed areas.
31. A use with a drive-through facility is prohibited in all districts of the PUD.
32. Heavy construction and staging of construction materials in the Park (P) and Open Space (P-OS) Districts is permitted for improvements within those Districts only. Otherwise no staging or heavy construction a permitted within these districts. Construction staging for Bridge Point Parkway shall not occur within the Park (P) or Open Space (P-OS) districts.
33. Notwithstanding any provision of the City Code, Environmental Criteria Manual or Drainage Criteria Manual, the approval of this PUD by Austin City Council constitutes an approval of a variance to allow development in the Dock (D) District within the 100-year floodplain provided that all of the requirements of Section 25-7-92(C) of the City Code, except for the provision of normal access per section 25-7-92(C)(2), are met to the satisfaction of the City through the site plan review process. Specifically, the requirements of Section 25-7-92(C)(5) and (6) are determined to have been satisfied with the approval of this PUD. The Requirements of Section 25-7-92(C)(1), (3), (4) and (7) shall be deemed to have been satisfied at the time of site plan after approval of a submitted flood study that must include a demonstration of no adverse flooding impact from both the proposed building and dock, structural certification of both the building and dock per ASCE 24, and provision of 2-feet of freeboard above the 100-year flood elevation for the finished floor of the proposed building. Prior to issuance of a certificate of occupancy for the proposed building, the applicant shall submit a completed Elevation Certificate certifying that the finished floor elevation of the proposed building is a minimum of two (2) feet above the 100-year floodplain elevation and the elevation of the machinery (air conditioning unit, etc.) is elevated a minimum of one foot above the 100-year floodplain elevation, signed by an appropriate Texas registered professional. There are two required submittals of the Elevation Certificate. The first is at the foundation inspection and the second is at the final building inspection. Additionally, the applicant shall demonstrate that a sufficient refuge area for occupancy of the building that is accessible from both the building and the dock is provided within the proposed building. The refuge area must be at least 2-feet above the 100-year flood elevation. The applicant shall also provide and implement a Flood Emergency Evacuation and Education Plan.
34. Parking is not required for any use in the Dock (D) District.
35. In lieu of Environmental Criteria Manual Section 1.8.2, all cut and fill over 4 feet shall be structurally contained using retaining walls unless an administrative variance to such requirement is obtained at the time of site plan.
36. Cut and fill shall be limited to the Cut and Fill Table on Exhibit E and shall be contained to the maximum extent per PUD note #43.
37. Public roadway and private drives shall clear span the 10-year storm elevation when crossing a waterway with a drainage area of more than 32 acres.
38. The amount of proposed shoreline wetland disturbance and mitigation is allowed as per Exhibit D. Proposed disturbance within the shoreline wetland CEF per Exhibit D shall be mitigated in conformance with an approved mitigation plan at the time of site plan.
39. 100% water quality capture volume shall be provided using on-site stormwater controls and 75% of that volume shall be treated by distributed green storm infrastructure controls that utilize natural design and infiltration to the maximum extent feasible.
40. An integrated pest management plan (the "IPM") plan that complies with ECM Section 1.6.9.2(D) and (F) shall be submitted for approval with each site plan application. The Landowner shall provide copies of the IPM plan to all property owners within the PUD.
41. The PUD shall implement an outdoor lighting plan to minimize light pollution using "dark sky" design guidelines and techniques. When operated, light fixtures must not produce an intense glare or direct illumination across the property line, except for the boat dock lighting, which may be installed across property lines where authorized by applicable City regulations. All lights shall be a LED source and a height beam shall be controlled to direct the light downward. All exterior light fixtures must be fully shielded. All luminaries shall be directed down, diffused, and/or indirectly off an opaque surface. The maximum intensity measured at the property line shall be 0.5 foot candles. This excludes dock navigation and safety lighting required by the city.
42. The Property HOA shall establish curfew time(s) after which total outdoor lighting lumens shall be reduced by at least 30% or extinguished. Exceptions to include lighting reductions that are not required for any of the following:
- i. With the exception of landscape lighting, lighting for residential properties including multiple residential properties not having common areas.
 - ii. When the outdoor lighting consists of only one luminaire.
 - iii. Code required lighting for steps, stairs, walkways, and building entrances.
 - iv. When in the opinion of the City, lighting levels must be maintained.
 - v. Dock navigation lighting
 - vi. Motion activated lighting.
 - vii. Lighting governed by special use permit in which times of operation are specifically identified.

43. All buildings in the PUD will achieve a 3 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 a building.
44. All commercial buildings shall utilize non-potable water sources for irrigation of the building grounds.
45. Site plans and building permits for commercial buildings shall demonstrate that air conditioner condensate shall be directed to cisterns or landscaping on site for beneficial reuse. Alternative water sources may only be used for make-up water during buildout of the project.
46. All required tree plantings shall use native tree species selected from Appendix F (*Descriptive Categories of Tree Species*) of the Environmental Criteria Manual (the "ECM") All required tree plantings shall use Central Texas native seed stock.
47. At least 90% of all non-turf plant materials shall be selected from the ECM Appendix N (*City of Austin Preferred Plant List*) or the "Grow Green Native and Adapted Landscape Plants Guide".
48. Street Trees generally 30' on center shall be provided along Bridge Point Parkway to the extent feasible.
49. Drainage shall be designed and contained per code at time of site plan.
50. Compliance with Erosion Hazard Zone requirements shall be demonstrated at the site plan stage as per the current code in effect at the time of site plan application unless otherwise allowed by this PUD.
51. Design of the dock facilities and mechanized access should consider input from a design charrette made up of a group approved by the City and the developer to ensure the structure is protective of the environment and minimizes adverse visual aesthetic impacts.
52. Dock construction shall occur from the lake via barge.
53. No intense recreational use as defined by 25-2 Subchapter C, Article 10, shall be allowed within the Shoreline Recreation Area, and swimming areas within the Dock (D) District shall be restricted in size and location to be protective of public safety, navigation safety, and shoreline integrity.
54. Sewage lift stations within the Dock (D) District shall include an emergency overflow tank and provide an oversized wet well to reduce the potential for sanitary sewer overflows.
55. Mechanized access to the Dock (D) District shall utilize a non-hydraulic method or redundant hydraulic fluid containment if a hydraulic method is utilized.
56. Upon completion of the initial parkland improvements the owner will reserve 1/10 of an acre or 4,356 SF of impervious cover future parkland improvements or modifications. The reservation of impervious cover will expire 10 years from a certificate of occupancy for the initial parkland improvements.
57. 25 public parking spaces for the Cliff Park will be provided in the Commercial (C) District prior to a certificate of occupancy for any building in the Commercial (C) District.

CAMELBACK PLANNED UNIT DEVELOPMENT
PUD NOTES AND EXHIBITS
SEPTEMBER 28, 2018

CUT AND FILL TABLE				
Cut Range (FT)		Area (acres)	Area (% of Disturbed)	Area (% of Site)
-40	-24	0**	0.0%	0.00%
-24	-20	0.27	0.8%	0.19%
-20	-12	1.65	4.7%	1.14%
-12	-4	5.31	15.1%	3.67%
Fill Variance Table*				
Fill Range (FT)		Area (acres)	Area (% of Disturbed)	Area (% of Site)
40	24	0**	0.0%	0.00%
24	20	0.27	0.8%	0.19%
20	12	2.01	5.7%	1.39%
12	4	6.80	19.3%	4.70%
Non-Variance Category				
Category		Area (acres)	Area (% of Disturbed)	Area (% of Site)
+/- 4'		7.18	20.4%	4.96%
Building Coverage		11.67	33.2%	8.06%
Totals		35.16	100.0%	24.3%

* Earthwork quantities may be transferred from higher to lower depth categories at the time of site plan.

** Cut and fill of up to 28 feet shall be allowed for drives that serve as fire lanes and for adjacent improvements (e.g. sidewalks, landscaping, utilities).

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

* Additional height restriction may apply per Exhibit E - Compatibility, Height, and Setbacks.

** The overall residential density of the project shall be regulated by PUD note 8 on Exhibit D1.

General Notes: 1. Unless suitable easements are otherwise provided with subdivision or site plan, a 15-ft electrical easement is required on both sides of Bridge Point Parkway.

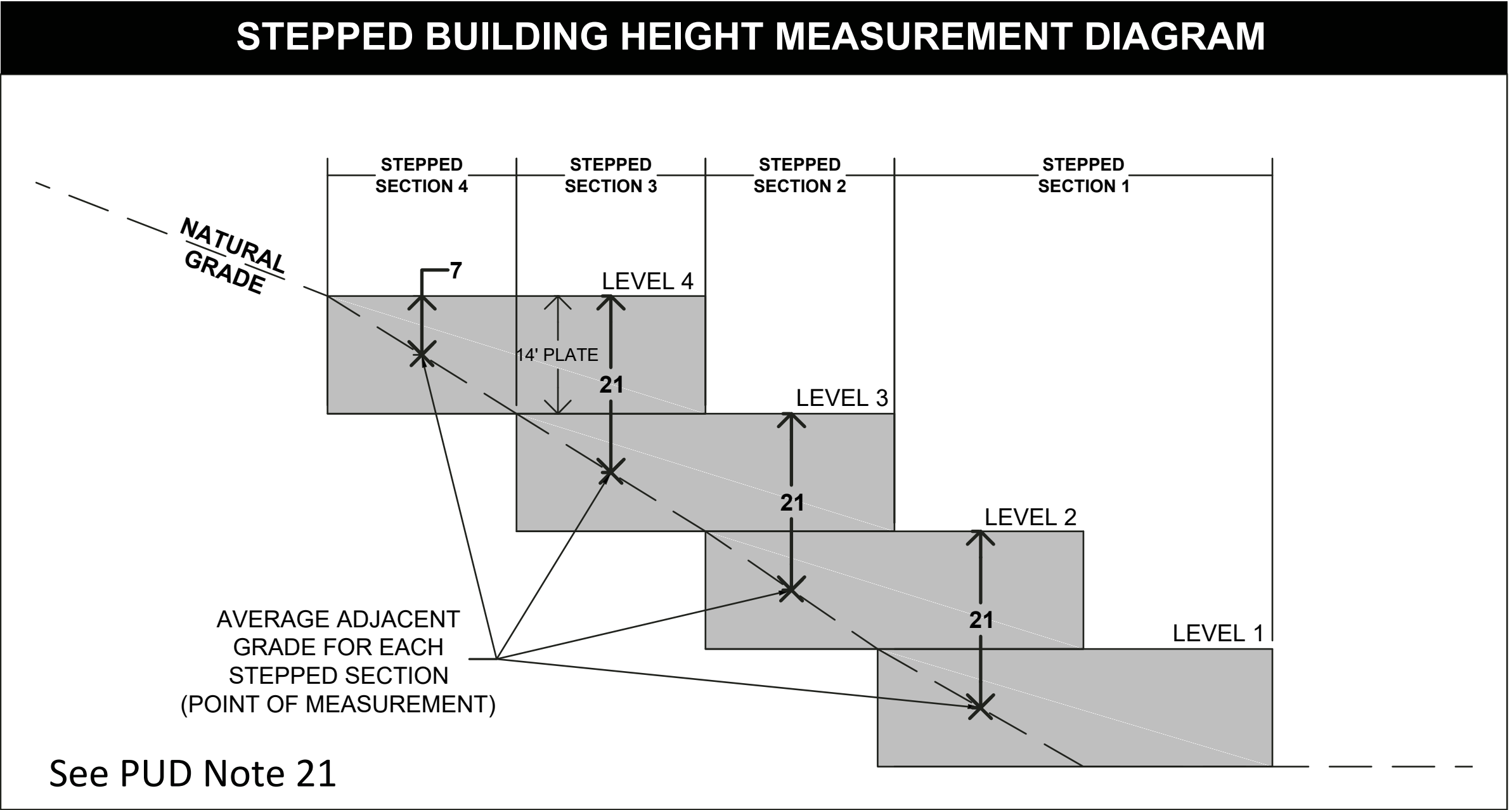
 Addi onal electrical easements within Districts shall be determined at subdivision

2. Any residential building exceeding 3 stories may require a commercial building permit

3. U lity Services and facili es are allowed within all districts

PARKLAND DEDICATION CALCULATIONS					
APPENDIX Q-1: NET SITE AREA - Cliff Park		APPENDIX Q-1: NET SITE AREA - Preserve Park		APPENDIX Q-1: NET SITE AREA - Total	
Total Gross Site Area	16.58 Acres	Total Gross Site Area	9.60 Acres	Total Gross Site Area	26.17 Acres
Site Deductions		Site Deductions		Site Deductions	
Flood Plain	4.24 Acres	Flood Plain	0 Acres	Flood Plain	4.24 Acres
Deduction Subtotal	4.24 Acres	Deduction Subtotal	0 Acres	Deduction Subtotal	4.24 Acres
Upland Area (Gross Area Minus Total Deductions)	12.34 Acres	Upland Area (Gross Area Minus Total Deductions)	9.60 Acres	Upland Area (Gross Area Minus Total Deductions)	21.93 Acres
APPENDIX Q-1: NET SITE AREA - Cliff Park		APPENDIX Q-1: NET SITE AREA - Preserve Park		APPENDIX Q-1: NET SITE AREA - Total	
Total Gross Site Area	16.58 Acres	Total Gross Site Area	9.60 Acres	Total Gross Site Area	26.17 Acres
Site Deductions		Site Deductions		Site Deductions	
Critical Water Quality Zone (CWQZ)	9.95 Acres	Critical Water Quality Zone CWQZ	0 Acres	Critical Water Quality Zone CWQZ	9.95 Acres
Water Quality Transition Zone (WQTZ)	3.01 Acres	Water Quality Transition Zone	0 Acres	Water Quality Transition Zone	3.01 Acres
Critical Environmental Feature Buffer (150' buffer)	3.45 Acres	Critical Environmental Feature Buffer (150' buffer)	3.28 Acres	Critical Environmental Feature Buffer (150' buffer)	6.73 Acres
Deduction Subtotal	16.41 Acres	Deduction Subtotal	3.28 Acres	Deduction Subtotal	19.6936 Acres
Upland Area (Gross Area Minus Total Deductions)	0.16 Acres	Upland Area (Gross Area Minus Total Deductions)	6.32 Acres	Upland Area (Gross Area Minus Total Deductions)	6.48 Acres
100% Credit	0.16 Acres	100% Credit	6.32 Acres	Total credited parkland	6.48 Acres

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

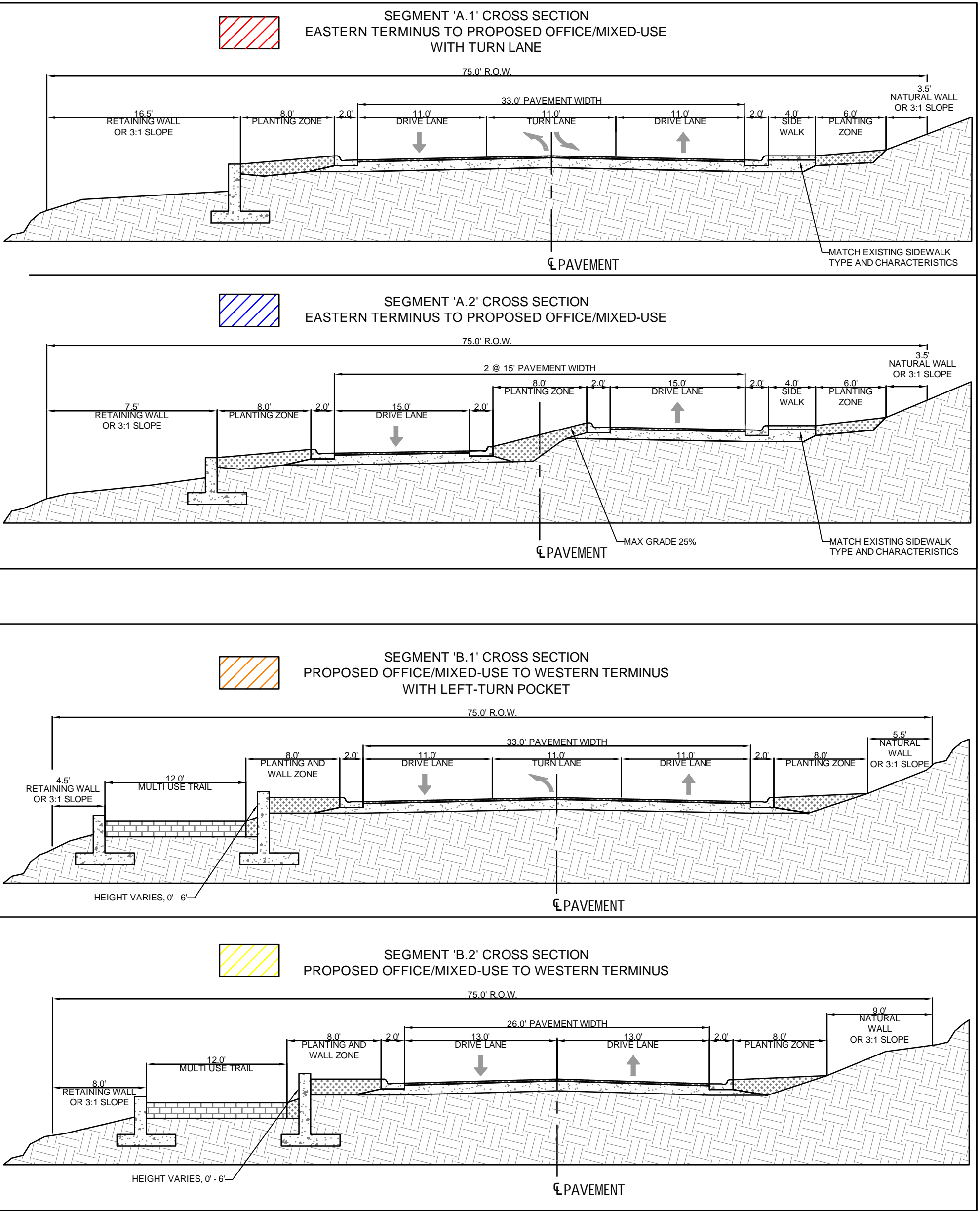
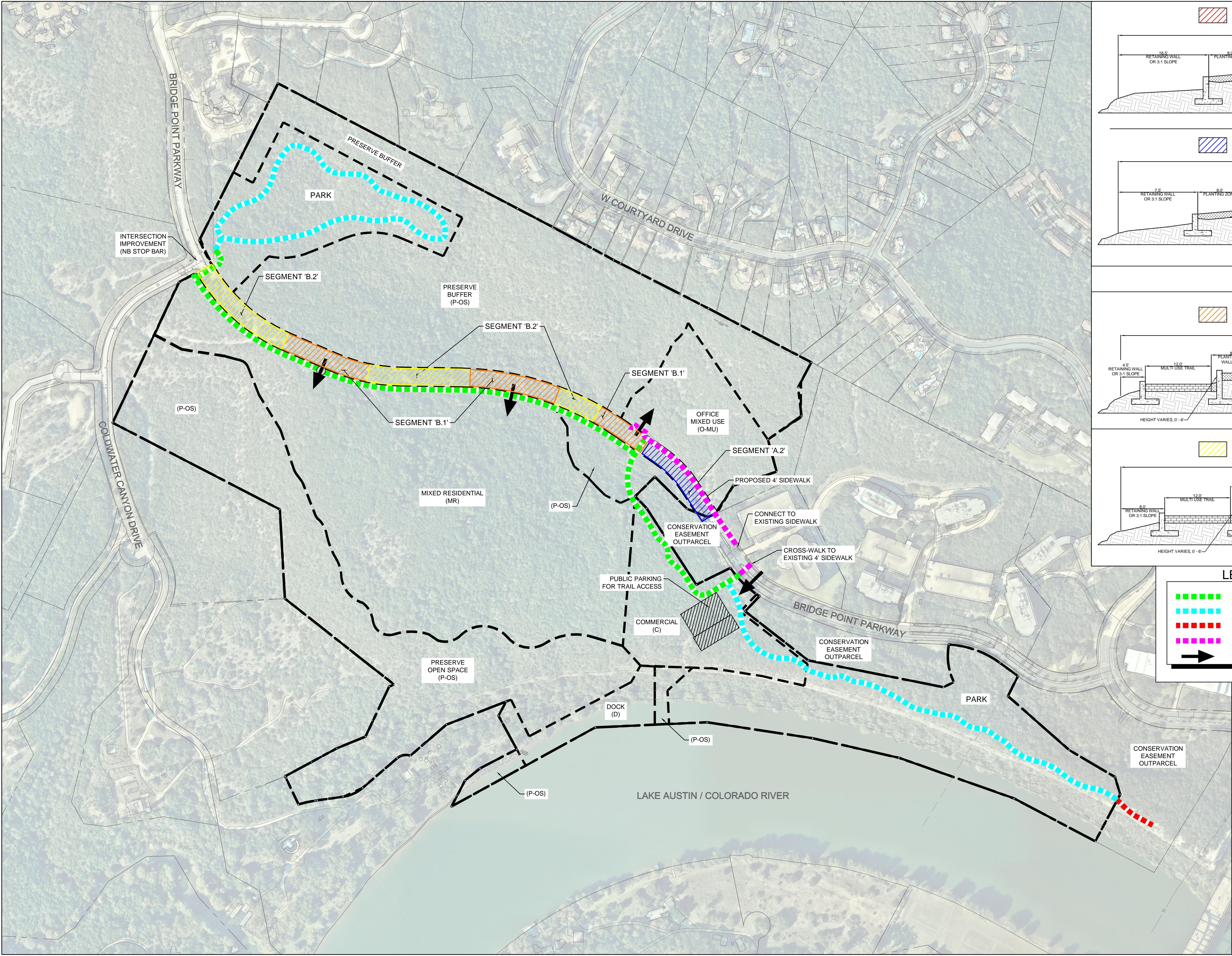


CAMELBACK PLANNED UNIT DEVELOPMENT
PUD NOTES AND EXHIBITS
OCTOBER 11, 2018

EXHIBIT E:
Compatibility Height and Setbacks

EXHIBIT F:

Onsite Multi-Modal Transportation



LEGEND	
	12 FT MULTI USE TRAIL
	PUBLIC TRAIL (LOW IMPACT)
	COMMON PATH (EX. OFFSITE)
	4 FT CONCRETE SIDEWALK
	VEHICULAR INGRESS/EGRESS

SUMMARY:	
±4.85 AC OF R.O.W. DEDICATION	
±2,600 LF OF BRIDGE POINT PARKWAY	
±3,500 LF OF 12 FT MULTI-USE TRAIL	
±500 LF OF 4 FT WIDE SIDEWALK AND CROSSWALKS	
±5,000 LF OF PUBLIC TRAIL IMPROVEMENTS	

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

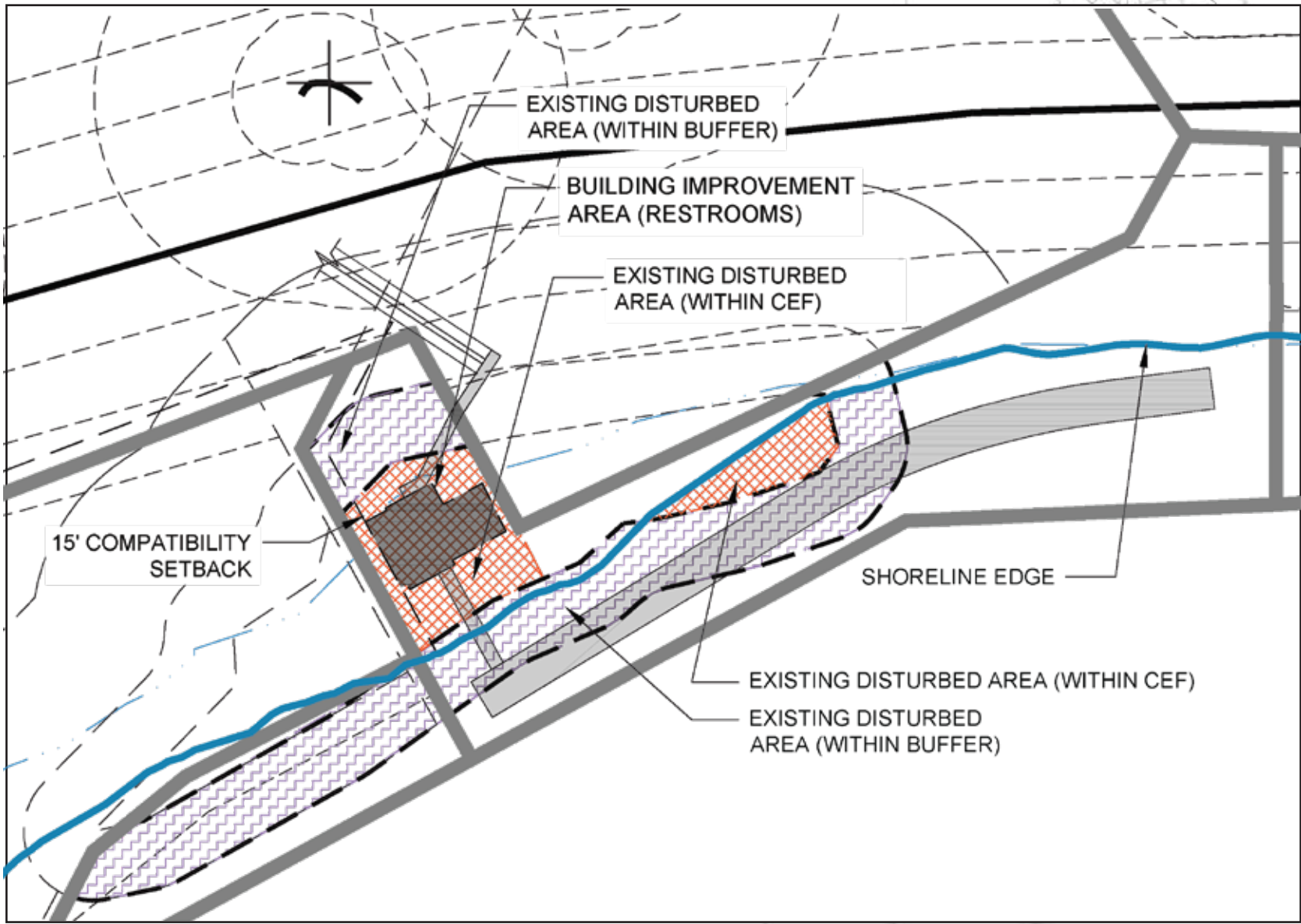
CAMELBACK PLANNED UNIT DEVELOPMENT

ONSITE MULTI MODAL TRANSPORTATION

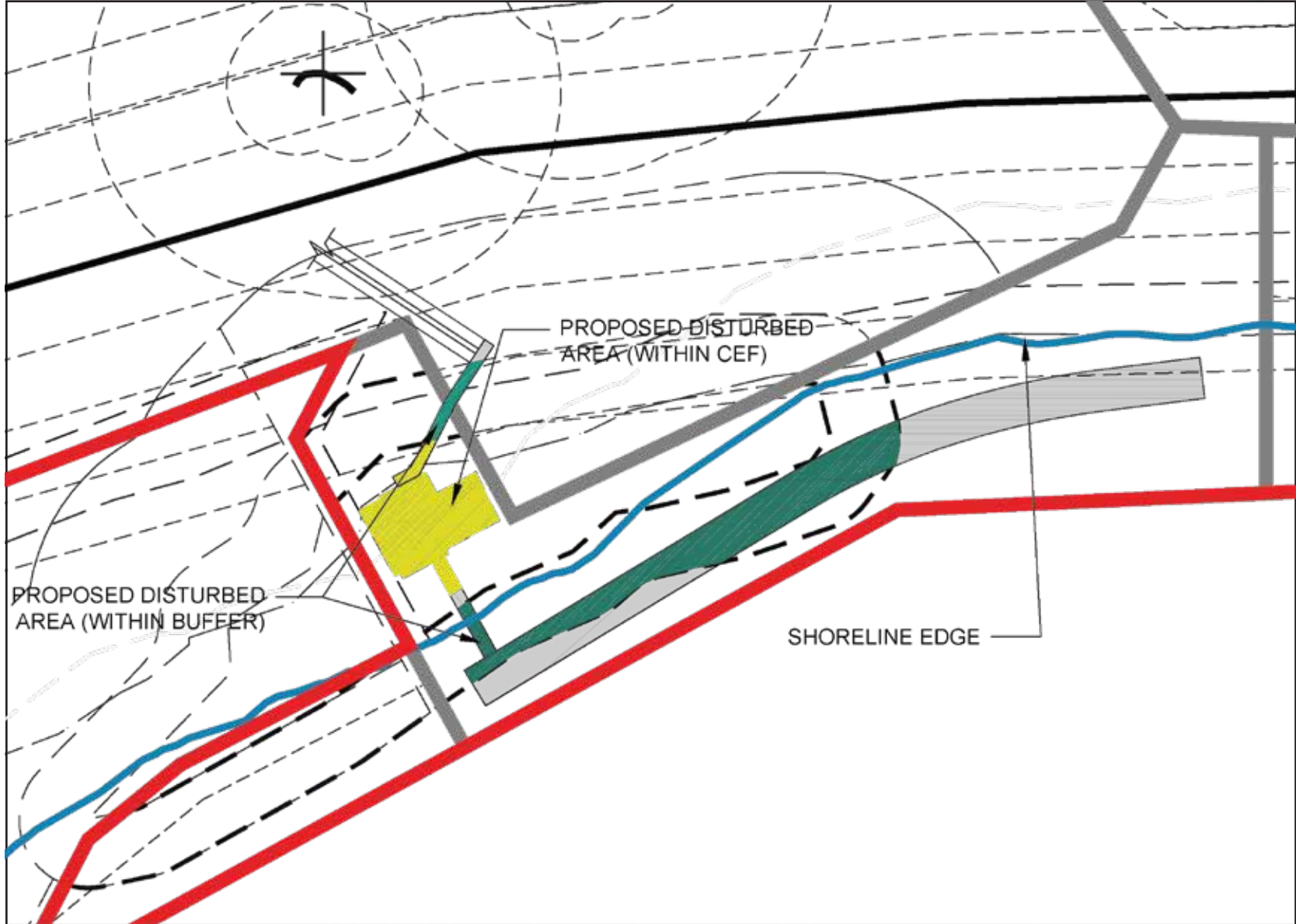
September 28, 2018

EXHIBIT G:

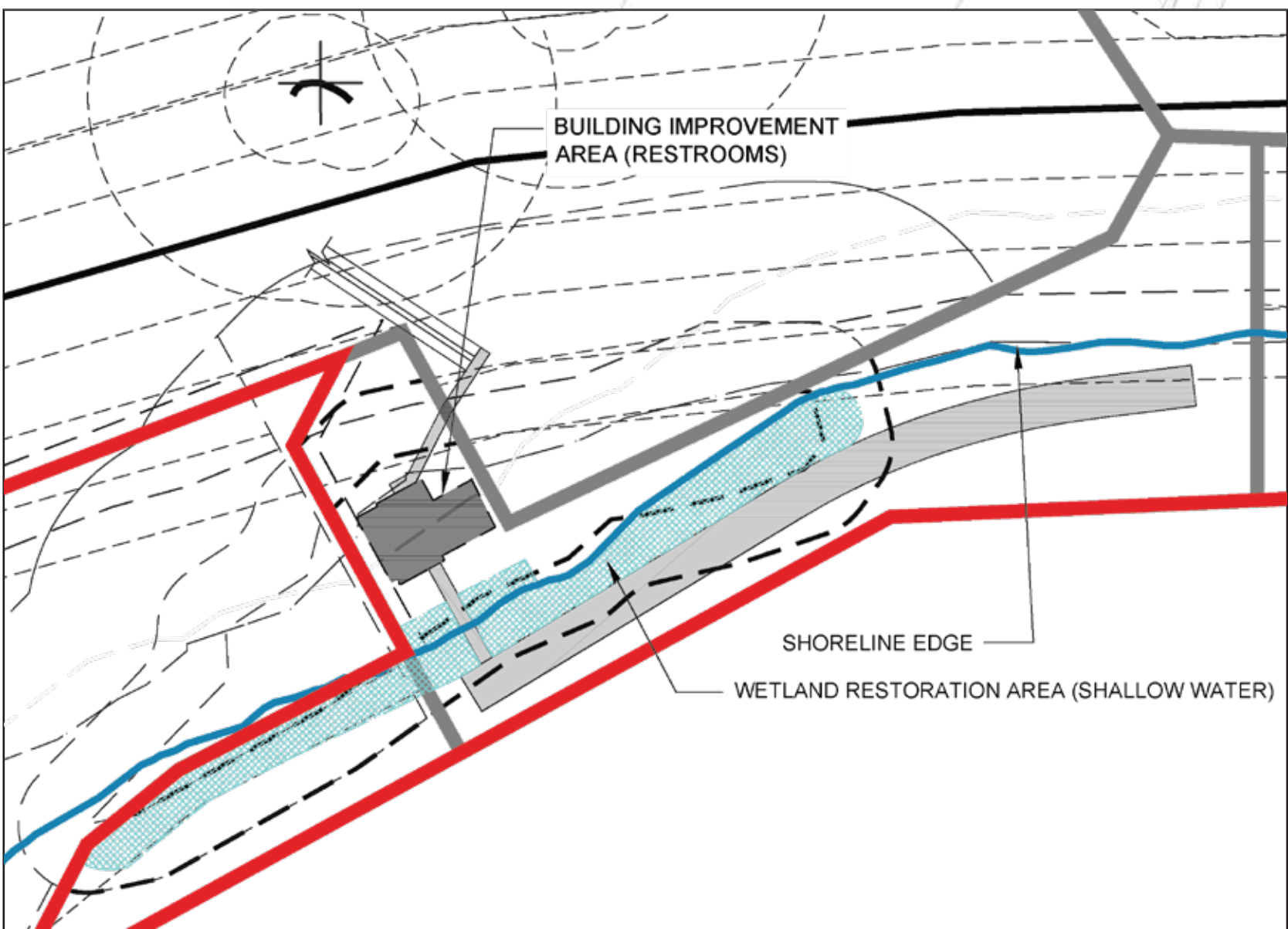
Environmental Resources



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



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



WETLAND RESTORATION AND ENHANCEMENT AREAS
The information shown above is conceptual in nature and subject to change.

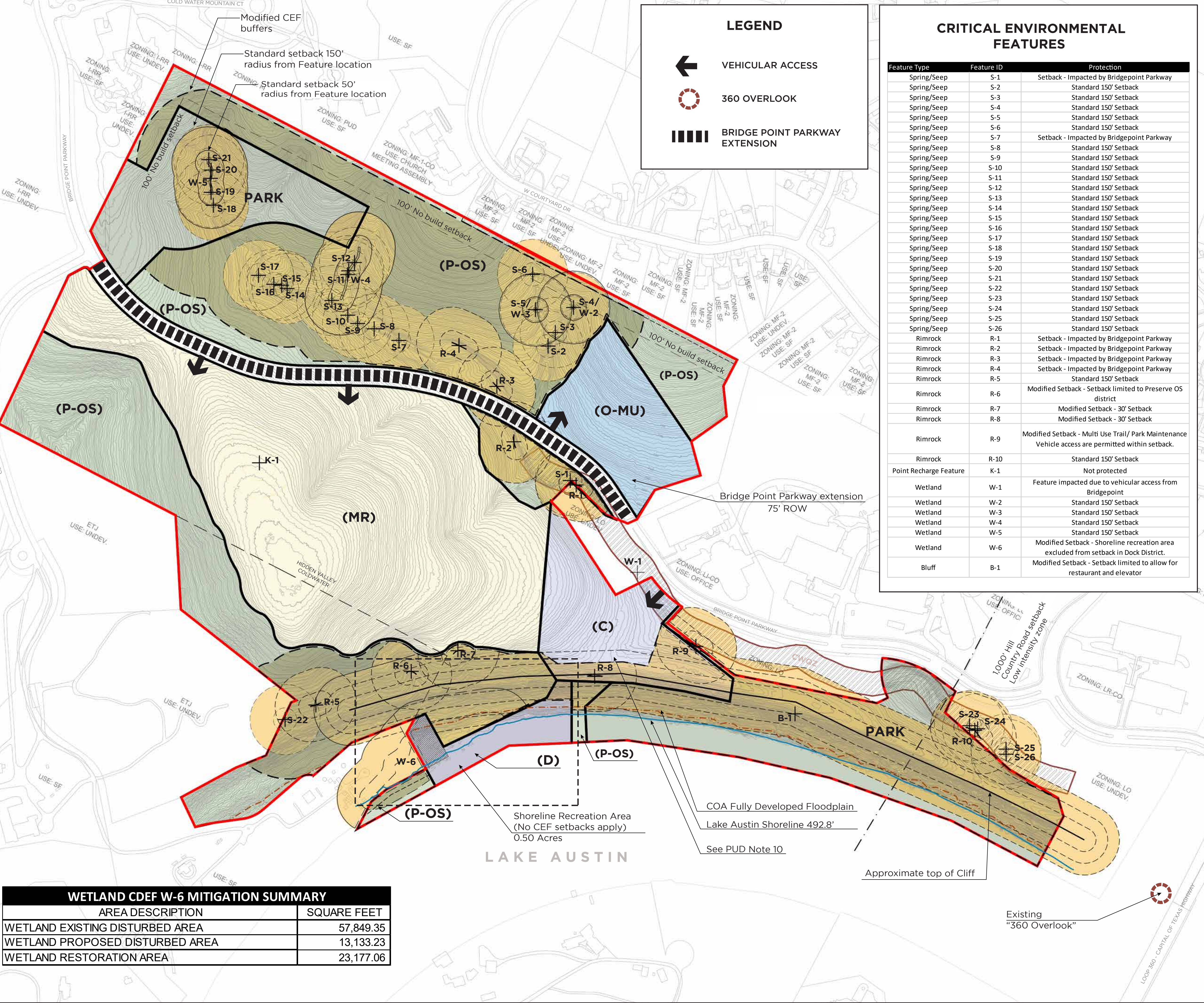
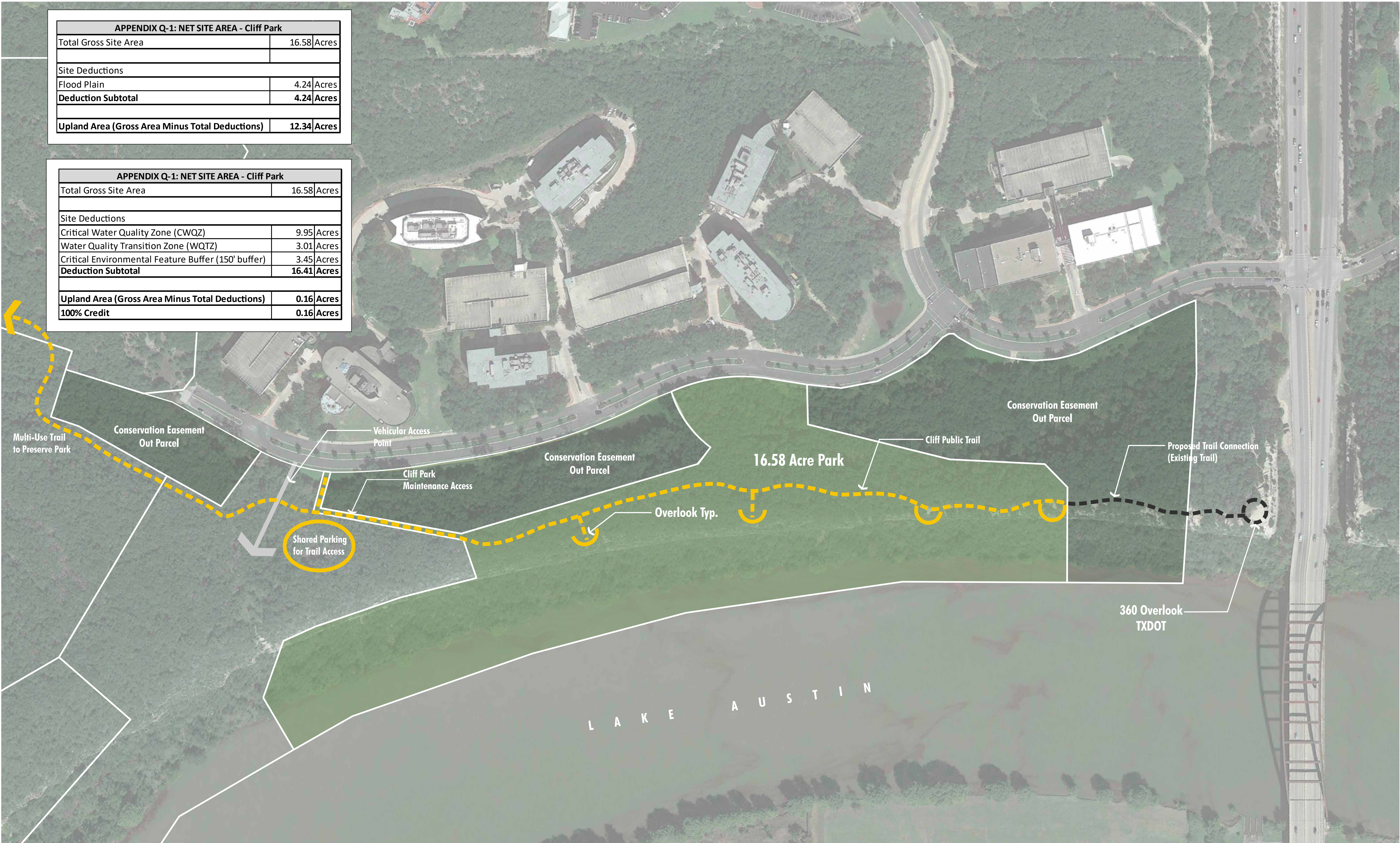


EXHIBIT H:
Cliff Park Improvements Plan

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

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



CAMELBACK PLANNED UNIT DEVELOPMENT
CLIFF PARK IMPROVEMENT PLAN
OCTOBER 11, 2018

EXHIBIT I:

Preserve Park Improvements Plan

APPENDIX Q-1: NET SITE AREA - Preserve Park		
Total Gross Site Area	9.95	Acres
Site Deductions		
Flood Plain	0	Acres
Deduction Subtotal	0	Acres
Upland Area (Gross Area Minus Total Deductions)		
APPENDIX Q-1: NET SITE AREA - Preserve Park		
Total Gross Site Area	9.95	Acres
Site Deductions		
Critical Water Quality Zone CWQZ	0	Acres
Water Quality Transition Zone	0	Acres
Critical Environmental Feature Buffer (150' buffer)	3.28	Acres
Deduction Subtotal	3.28	Acres
Upland Area (Gross Area Minus Total Deductions)		
100% Credit		
6.67 Acres		



EXHIBIT J:
Parkland Improvement Agreement

**CITY PARKLAND IMPROVEMENT AND OPERATIONS AGREEMENT
(Camelback Parks)**

RECITALS

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Parks Operation Manager means Loop 360 and its successors and assigns, the Association, or such other entity appointed by Loop 360 or the Association and approved

by the Director (such approval not to be unreasonably withheld, conditioned or delayed) to perform the duties set forth in Articles VII, VIII and X of this Agreement.

Party means either City or Loop 360, and its successors and assigns, including without limitation the Association, as the context requires; collectively, referred to as “**Parties.**”

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

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

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

II. TERM

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

III. DESIGNATION OF REPRESENTATIVES

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

IV. DESIGN, PERMITTING, AND CONSTRUCTION RESPONSIBILITIES

A. Park Development Plans. Within 180 days of the Effective Date of this Agreement, Loop 360 shall submit development plans for Preserve Park and Cliff Park to the City for approval (collectively, “**Park Development Plans**”). The Park Development Plans shall include, but not be limited to, the locations of the Park Improvements described below.

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

1. Cliff Park

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

2. Preserve Park

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

shall conform to the applicable Park Rules for signage in public parks.

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

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

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

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

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

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

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

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

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

V. DEDICATION OF CITY PARKLAND

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

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

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

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

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

VI. CERTIFICATE OF OCCUPANCY

All requirements of the PUD Ordinance relating to the Park Improvements and the Public Access Improvements must be satisfied and City Acceptance must occur prior to the issuance of a Certificate of Occupancy for any non-park building.

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

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

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

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

D. Fees. Loop 360, its successors and assigns, including the Association, and the Park Manager shall not charge admission fees, concession fees, rent, or other charges for use of any of the following: the Parks, the City Parkland Improvements, the 25 off-site parking spaces for access

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

E. Reservations for Use of Parks and/or Park Improvements. Reservation by the public for use of the Parks and/or the Park Improvements, including the fees, if any, to be charged and collected, shall be governed by Chapter 8-1 of the Austin City Code, or any successor law, relating to the administration of public parks. As specified in Section IV.B of this Agreement, Loop 360 shall post signs in prominent locations near the entrances to the Parks providing information, including the appropriate PARD phone number and website, regarding how to reserve the Parks. Loop 360 shall also promptly respond to any public inquiry regarding reserving the Parks by providing the appropriate PARD phone number and website.

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

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

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

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

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

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

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

L. Inspections. The City retains the right to inspect construction and to exercise its rights or duties in order to ensure compliance with applicable laws in the Parks. The City shall conduct periodic and regular inspections as may be required of the Parks and the Park Improvements to 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.

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

N. Concessions. The Parks Operation Manager shall comply with the Park Rules 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.

O. Rules and Regulations. Except as otherwise may be provided this Agreement or in PUD Ordinance, the Parks Operation Manager shall (i) comply and conform with the Park Rules, (ii) comply with all applicable laws and all applicable governmental regulations, rules and orders that may from time to time be put into effect relating to the use and operation of the Parks and/or the Park Improvements, and (iii) secure, or cooperate with the City in its securing, all applicable permits and licenses specifically required for the operation of the Parks and the Park Improvements.

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

VIII. REVENUE; CAPITAL INVESTMENT; RESERVE FUNDS; REPORTS

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

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

IX. WARRANTIES

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

X. DISCLAIMER OF WARRANTY; DAMAGES

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

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

C. Repair, Reconstruction, Replacement. If the Park Improvements are damaged or destroyed by fire or any other casualty, Loop 360, its successors or assigns, including the Association, or the Parks Operation Manager shall within ninety (90) calendar days from the date

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

XI. LIABILITY AND INDEMNIFICATION

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

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

C. Indemnification by Successors and Assigns. Maintenance of the insurance required under this Agreement shall not limit Loop 360's obligations under this Article. Loop 360 shall require all successors and assigns, including the Association, to indemnify City as provided in this Article. Loop 360 agrees that for any work performed by a volunteer with respect to the Park

Improvements within the City Parkland under this Agreement, Loop 360 will secure a Volunteer Release Form.

XII. TERMINATION, DEFAULT AND REMEDIES

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

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

C. Default In Event of Material Breach. A material breach of this Agreement shall constitute an event of default.

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

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

XIII. INSURANCE

A. Insurance Requirements. During the Term, Loop 360, its successors and assigns,

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

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

XIV. COMPLIANCE WITH LAWS

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

XV. FORCE MAJEURE

A. Event of Force Majeure. Each party to this Agreement agrees to excuse the failure of another party to perform its obligations under this Agreement to the extent that failure is caused

by an event of Force Majeure. Force Majeure means acts and events not within the control of the party, and which the party could not use due diligence to avoid or prevent. Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions which affect a party's cost but not its ability to perform.

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

XVI. ASSIGNMENT

Loop 360 may assign this Agreement with respect to all or part of the Parks and/or the Park Improvements to the Association, to an affiliate of Loop 360, or to a third party, so long as such affiliate or third party has demonstrated to the City's satisfaction that the third party has the financial and managerial capacity, experience, and expertise to perform the duties or obligations so assigned. Loop 360 may not fully or partially assign this Agreement to an affiliate or third party without City approval, such approval not to be unreasonably withheld. Upon an assignment or partial assignment, Loop 360, but not its successors and assigns, shall be fully released from any and all assigned obligations under this Agreement. A full or partial assignment of this Agreement shall not relieve Loop 360 of liability with respect to this Agreement. Loop 360 shall provide written and complete copies of both this Agreement and the PUD Ordinance, including all exhibits and attachments, to any such assignee prior to such assignment.

XVII. SEVERABILITY

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

XVIII. NO WAIVER

If at any time either Party or their successors or assign, fail to enforce the Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

XIX. NO RECOURSE

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

XX. AUTHORITY TO EXECUTE

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

XXI. AMENDMENT OF AGREEMENT

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. Notwithstanding any other provision of this Agreement to the contrary, no amendment may be deemed to be a termination of this Agreement.

XXII. NAMING OF CITY PARKLANDS AND PARK IMPROVEMENTS

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

XXIII. MISCELLANEOUS PROVISIONS

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

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

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

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

If to the City, to:

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

If to Loop 360, to:

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

with a copy to:

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

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

F. Multiple Counterparts. The Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile signatures appearing on the Agreement shall be as valid and binding as original signatures.

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

LOOP 360 LAND, LP

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

By: _____
Jonathan Coon, Manager

Date: _____

CITY OF AUSTIN, TEXAS

By: _____
Spencer Cronk, City Manager

Date: _____

REVIEWED AS TO CONTENT:
PARKS AND RECREATION DEPARTMENT

By: _____
Kimberly McNeely, Director

Date: _____

APPROVED AS TO FORM:
CITY LAW DEPARTMENT

By: _____
Mary Searcy Marrero
Assistant City Attorney

Date: _____

Attachments:

- Exhibit A - Legal Description
- Exhibit B - Cliff Park Maintenance Requirements
- Exhibit C - Insurance Requirements
- Exhibit D - Preserve Park Maintenance Requirements

EXHIBIT A
Legal Description

DRAFT

Exhibit B
Cliff Park Maintenance Requirements

DRAFT

Exhibit C
Insurance Requirements

DRAFT

Exhibit D
Preserve Park Maintenance Requirements

DRAFT

PART 12. This ordinance takes effect on _____, 2018.

PASSED AND APPROVED

_____, 2018 §
 §
 § _____

Steve Adler
Mayor

APPROVED: _____

Anne L. Morgan
City Attorney

ATTEST: _____

Jannette S. Goodall
City Clerk