original

FIRST AMENDMENT TO THE SCHOOL DISTRICT LAND DEVELOPMENT STANDARDS AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE ROUND ROCK INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS &
&
COUNTY OF TRAVIS &

KNOW ALL BY THESE PRESENTS:

This First Amendment to the School District Land Development Standards Agreement ("First Amendment") is made and entered into by and between the City of Austin, Texas, a home-rule city and municipal corporation in Travis County, Texas ("City"), and the Round Rock Independent School District ("School District") under the provisions of the Local Government Code, Section 212.902.

RECITALS

WHEREAS, the City and the School District executed the School District Land Development Standards Agreement ("Original Agreement") on September 12, 1994, in accordance with Section 212.902 of the Texas Local Government Code; and

WHEREAS, the Agreement provides that it may be amended if the amendment is approved and signed by both parties; and

WHEREAS, the City and the School District desire to further amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the School District agree as follows:

ARTICLE I

Section 4.1 is hereby amended to add a new subsection f. to read as follows:

f. Building coverage for school sites listed in Exhibit "B" is limited to 50% of the gross site area.

ARTICLE 2 – GENERAL PROVISIONS

1. All provisions of the Agreement not specifically amended herein shall remain in effect.

2. This First Amendment is effective after execution by the authorized representatives of all parties.

IN WITNESS WHEREOF, this instrument is made and executed to be effective as of the last date signed by the parties.

CITY OF AUSTIN:

By: Sue Edwards
Sue Edwards
Assistant City Manager

Date: 11/10/09

ROUND ROCK INDEPENDENT SCHOOL DISTRICT:

By: Diane M. Cox
Diane Cox
President, Board of Trustees

Date: 11/19/09

By: Jesus H. Chavez
Jesus H. Chavez, Ph.D
Superintendent

Date: 11/19/09

APPROVED AS TO FORM:

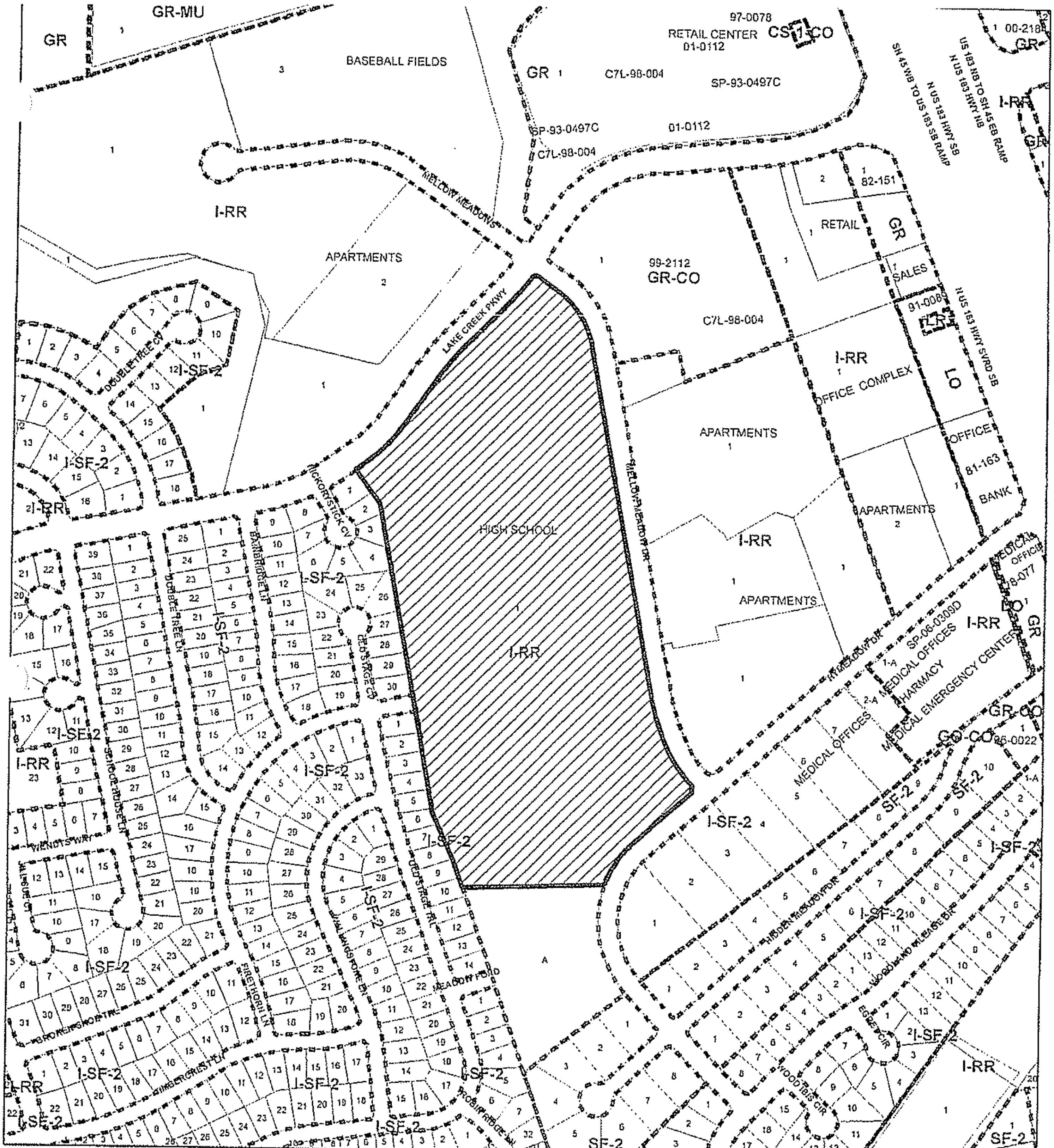
Assistant City Attorney

EXHIBIT "B"

SCHOOL SITE SUBJECT TO SECTION 4.1.f

School Site – know as Westwood High School, 12400 Mellow Meadow Drive

Tract of land consisting of 27.5 acres described as Tract One of Anderson Mill East, Section One, CAB. D, Slide 373, P.R.W.C.T. 27.5 acres.



N

SUBJECT TRACT

ZONING BOUNDARY

OPERATOR: N. HOELTER

CASE#: SP-2008-0305CX(R1)
ADDRESS: 12400 MELLOW MEADOW DR.
GRID: F38
MANAGER: NIKKI HOELTER
WESTWOOD HIGH SCHOOL
(MAIN SCHOOL SITE)

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

CITY OF AUSTIN
FOUNDED 1839

LAND DEVELOPMENT AGREEMENT

WHEREAS, the City of Austin through its ordinances and regulations maintains land use controls, site development regulations, and water quality controls for the protection of the public health, safety and welfare of the people of the City of Austin and for the preservation of water quality as required by the State and Federal governments;

WHEREAS, Round Rock Independent School District is a political subdivision of the State of Texas charged with the education of children which has its own funding source and elected governing body separate from the City of Austin;

WHEREAS, independent public school districts must meet certain construction standards and occupancy deadlines due to state mandated educational facility requirements and public fiduciary obligations;

WHEREAS, the City of Austin and the Round Rock Independent School District desire to establish mutually acceptable land development standards and procedures for the construction of Educational Facilities which will provide predictability and reduced costs and still protect the public health, safety and welfare.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to Section 212.902 of the Texas Local Government Code, the City of Austin ("City") and the Round Rock Independent School District ("the School District") hereby agree that the future construction and expansion of Educational Facilities within the regulatory jurisdiction of the City shall be in accordance with the objectives, standards and procedures set forth in this Agreement.

ARTICLE I
APPLICABILITY AND ADMINISTRATION OF AGREEMENT

Section 1.1. Purpose. The purpose of this Agreement is to establish consistent land development standards and review procedures and review periods for Educational Facilities constructed by the School District within the City's corporate limits, limited purpose jurisdiction, or extraterritorial jurisdiction, as appropriate. It is the intent of the governing bodies of the City and the School District to enable the School District to conduct long range funding and construction planning by relying on the development standards and terms set forth in this Agreement. In doing so, the goal is to provide cost-effective education as well as citizen and child safety to the tax payers of the School District and the City. Further, the standards and procedures should, to the greatest extent possible, minimize fees, review fees and review periods by the City and minimize, to the greatest extent possible, the associated operational costs to the City. By entering into this Agreement, the parties seek to establish regular communication and maintain a cooperative working relationship with the goal of enhancing public education through consistent development standards and reasonable charges for City services.

Section 1.2. City Liaison and Environmental Liaison. The City shall designate one upper-level, full-time city employee to act as City Liaison with the School District who will establish and maintain communication with the School District and who will review and, if possible, resolve all issues and disputes relating to this Agreement. The Environmental Officer of the City shall act as the Environmental Liaison. The City Liaison and the Environmental Liaison shall assist the City in providing timely and consistent review and interpretation of issues relating to this Agreement.

Section 1.3. School District Liaison. The School District shall designate one upper-level, full-time employee to act as School District Liaison with the City who will establish and

maintain communication with the City and who will review and, if possible, resolve all issues and disputes relating to this Agreement. The School District Liaison shall assist the School District and its consultants in complying with the terms and intent of this Agreement.

Section 1.4. Notification. The School District shall not be obligated to notify adjacent property owners of the School District's intent to initiate any reviews or approval by, or communications with the City, or any development addressed in this Agreement unless notification is required by state law. If the City chooses to notify any person of the School District's activity pursuant to this Agreement, such notification shall be at the City's cost.

Section 1.5. State and Federal Regulations. The School District acknowledges its legal obligation to comply with all applicable state and federal regulations relating to land development and construction.

Section 1.6. Site Development Plan Required.

a. Unless otherwise authorized by this Agreement, no development shall be commenced, erected, or placed by the School District on property until a Site Development Plan has been approved in accordance with this Agreement. A Site Development Plan shall not be required for: (1) the placement, construction, maintenance or repair of Temporary Classrooms; (2) the installation of sidewalks providing access to Temporary Classrooms, (3) the placement, construction, maintenance or repair of utilities that serve a Temporary Classroom; or (4) Educational Facility repair and remodeling which does not require land disturbance or create additional Impervious Cover. A Site Development Plan shall not be required for any development that will disturb 5,000 square feet or less of land. A Site Development Plan shall only include those notes which reflect the requirements of this Agreement and applicable city ordinances and rules in effect at the time of submittal unless

mutually agreed otherwise. Development for which a Site Development Plan is not required must otherwise comply with the provisions of this Agreement.

b. Development may be phased to establish construction timing for the proposed development if each proposed phase is a genuine and separate part of the entire development. A phased Site Development Plan shall provide all the information required by Section 3.1 for the first phase and sufficient engineering, drainage and water quality information to demonstrate the feasibility of the future phases to comply with the requirements of this Agreement. If the phased Site Development Plan provides all the information required by this Agreement for each phase shown on an approved phased Site Development Plan, then the School District may initiate construction of each phase shown on the approved Site Development Plan so long as the approved Site Development Plan has not expired. If subsequent phases of a phased Site Development Plan do not contain all the information required by Section 3.1, then the requirements of this Agreement shall be met for each phase prior to construction of the phase. If a Traffic Impact Analysis is required by this Agreement for any phase of a Site Development Plan, the phasing plan shall adequately address the traffic related concerns associated with each phase and the entire Site Development Plan.

Section 1.7. Completion of Project. After the expiration of this Agreement, the School District may develop land, obtain a building permit (if required), and construct an Educational Facility in conformance with an approved and unexpired Site development Plan, this Agreement and any unexpired permits issued under this Agreement. If at the time of the expiration of this Agreement, an unexpired building permit has been issued under this Agreement, the construction authorized by that building permit may proceed for as long as the building permit remains valid, and all Certificates of Occupancy shall be issued pursuant to the terms of this Agreement. After the expiration of this Agreement, the detailed

engineering and drainage plans required for each phase of a phased Site Development Plan may be submitted by the School District and shall be reviewed and approved in accordance with the approved phased Site Development Plan and this Agreement. A Site Development Plan application shall expire one (1) year after submittal if not approved earlier.

Section 1.8. Existing Facilities and Sites. This Agreement shall apply to the remodeling, and expansion of any Educational Facility owned by the School District. Any site plan approved by the City prior to the effective date of this Agreement, may be resubmitted and modified or phased in accordance with the terms of this Agreement.

Section 1.9. Applicability. Nothing in this Agreement shall be construed to limit or prevent the School District from purchasing, leasing, or acquiring any building or structure that does not comply with the terms of this Agreement. Conversion or use of a building or structure as an Educational Facility must comply with this Agreement and applicable City ordinances and rules. The terms of this Agreement shall apply only in the event of a development permit application to the City.

Section 1.10. Site Selection. The development standards in this Agreement shall serve as a guideline for the selection and/or designation of land as a site for an Educational Facility to be built by the School District. The School District acknowledges that choosing a site, developing a site and expanding or changing an Educational Facility may have an adverse impact on the City's ability to provide related operational services, especially traffic and pedestrian safety controls. The School District will work jointly, through the City and School Liaisons, to make the site and/or expansion of an Educational Facility, operationally safe at reasonable cost. Prior to acquiring a site, the School District may conduct a development assessment as described herein. The School District may consult the City regarding the development capacity of a site prior to acquisition. The School District acknowledges that

if the City is not consulted prior to site acquisition or if a development assessment is not conducted, the School District assumes a substantial risk that the site may not be suitable for development, and that the City may not approve development proposals for the site. A development assessment report shall include, at a minimum, a slope category analysis, floodplain designation, identification of critical environmental features and calculation of water quality transition zones. At the time of a School District request for a development assessment from the City, the School District shall provide the City the School District's development assessment report. Upon a request for a development assessment by the School District, the City shall meet with the School District Liaison within ten (10) days unless otherwise mutually agreed upon. Based on the development assessment information provided by the School District, the City shall, within twenty (20) days of the meeting with the School District Liaison, provide the School District a written opinion of the development capacity of the site based on the requirements of this Agreement and applicable City ordinances and rules.

ARTICLE II
DEFINITIONS

Section 2.1. Definitions. Each term shall have the meaning assigned to it in the City ordinances and rules. In addition, each of the following terms shall have the meaning assigned to it in this Article II:

Activity Facility. An arena, building or structure used primarily for competitive and school activities and which is located on or is part of a school campus.

Certified Inspector. Certified Inspector means a person who has at least six (6) years of inspection and/or construction experience and is currently certified in the inspection discipline by at least one nationally recognized inspector certifying entity, including, without limitation, the International Conference of Building Officials ("ICBO"), for Facilities; and the

State of Texas, for plumbing. The City building official may require reasonable documentation to establish and verify the inspection/construction experience of an inspector.

Educational Facility. Any building, structure, or site used for educational purposes, including, without limitation, preschool, Primary, and Secondary schools, Activity Facilities, Temporary Classrooms as well as playing fields, and Accessory Uses, owned, constructed or operated by the School District.

Effective Date. The date this Agreement has been executed by both parties.

Preschool Facility. A facility used for offering instruction and/or a child development curriculum. This term includes nursery schools, preschools and day care centers.

Primary School. A facility for offering instruction or used in connection with the offering of instruction at the elementary school level in the branches of learning and study required to be taught in the public schools of the State of Texas.

Public Improvements. Facilities or structures, including, without limitation, electric transmission facilities, water and wastewater lines and facilities, streets and other transportation improvements and drainage facilities to be accepted for operation and maintenance by the City or any other public entity other than the School District, that are necessary for the operation or occupancy of an Educational Facility.

School District Purposes. The use and Development of property by the School District for the furtherance of any constitutional or statutory purpose of a School District, including, but not limited to, the construction of buildings and facilities for uses essential to or commonly associated with teaching, research, the preservation of knowledge, and all auxiliary enterprises, buildings, facilities and uses, but for purposes of this Agreement only, not administration, transportation, or operations and vehicle maintenance related facilities.

Secondary School. A facility for offering instruction or used in connection with the offering of instruction at the junior and senior high school levels in the branches of learning and study required to be taught in the public schools of the State of Texas.

Temporary Classroom. A movable or modular building used for School District purposes constructed on a chassis and designed to be towed over public roads, designed for year round occupancy, designed for use without a permanent foundation (but which may sit on a permanent foundation) and designed to be connected to one or more utilities. A temporary classroom may consist of one or more sections that can be telescoped when transported and expanded later for additional capacity, or if two or more sections, separately transportable but designed to be joined into one integral unit.

ARTICLE III
SITE DEVELOPMENT PLAN REVIEW

Section 3.1. Site Development Plans, Generally. Site Development Plans, except as set forth in Sections 3.2 and 3.3, shall include, but not be limited to, the following information:

a. the date, scale, north point, title, and name and address of the person preparing the Site Development Plan;

b. the location, bearings and distances of boundary lines, easements, and required setbacks of all existing and proposed buildings and land improvements;

c. a dimensional control plan of existing and proposed site improvements, including parking and loading areas, pedestrian and vehicular access, proposed fire lanes, utility or service areas, fencing and screening, and lighting;

d. the center line of existing water courses and drainage features; and the 100-year floodplain;

e. a table showing the number of existing and proposed off-street parking and loading spaces;

f. existing topography, clearing and grading; proposed drainage plans with temporary and permanent erosion control measures and limits of construction;

g. proposed elevation contours at a minimum of two-foot contour intervals, or best available topography;

h. the location and size of proposed signs; and the location and scientific identification of trees within the limits of construction or within twenty-five (25) feet of the limits of construction greater than eight (8) inches in diameter to be protected during construction;

i. Water Quality Controls, if applicable;

j. location and size of right-of-way of existing and proposed streets, alleys, and sidewalks immediately adjoining and within the site;

k. location of curb cuts for the site and adjacent lots or sites;

l. location of utility lines and fire hydrants within and adjacent to the site; and the location of septic drain fields within the site;

m. location of all building entrances, if known;

n. construction details and notes for all Site Development Plan improvements excluding Building Construction Plans, but including height of building and finished floor elevation; provided, however, that on phased Site Development Plans, subsequent phases need only meet the requirements of Section 1.6.b.

o. Impervious cover of the development expressed as square footage and as percentage of the Net Site Area;

p. location of Critical Environmental Features;

q. area map showing location of the site;

r. legal description by lot, block, subdivision, or metes and bounds, if applicable;

s. street address of the site verified by the City of Austin, if applicable;

t. areas of future building or structure expansion, and/or Temporary Classrooms;

u. a table showing square footage of each use within the building for estimating parking requirements;

v. location of trash pickup if a commercial trash dumpster is used;

w. traffic patterns, proposed school zones, and pedestrian crossing locations; and

x. landscaping plan for the site.

Section 3.2. Site Development Plans for Public Improvements. A Site Development Plan for Public Improvements shall include, but not be limited to, the following:

a. the date, scale north point, title and name and address of the person preparing the Site Development Plan;

b. the location, bearings and distances of boundary lines, easements, existing utilities, and required setbacks of all existing and proposed buildings and land improvements;

c. the center line of existing water courses and drainage features; the location and size of existing and proposed streets and alleys, and the 100-year floodplain;

d. a plan showing existing and proposed topography, Limits of Construction, and proposed drainage plans with temporary and permanent erosion control measures;

e. right-of-way and paving dimensions and locations of existing and proposed public streets and sidewalks immediately adjoining and within the site;

f. a plan showing location and size of any proposed water and wastewater mains; and profiles if required by the City's Utility Criteria Manual;

g. location of curb cuts for adjacent lots or sites;

h. location and scientific name of trees greater than eight (8) inches in diameter to be protected during construction;

i. location of Critical Environmental Features; and

j. area map showing location of site.

Section 3.3. Small Project Site Development Plan. A Small Project Site Development Plan shall include, but not be limited to, the following:

a. the date, scale, north point, title, and name and address of the person preparing the Site Development Plan;

b. map of the area of construction showing the existing drainage patterns, existing and proposed 100-year floodplains using fully developed conditions and drainage conveyance features and the relationship to existing development within fifty (50) feet of the area of construction. Areas that drain through and onto the area of construction shall be shown. For small projects the "area of construction" is defined as that area within twenty (20) feet of the proposed Limits of Construction;

c. topographic map showing the proposed Site grading and drainage layout with two-foot contour intervals and directional drainage flow arrows;

d. location of Critical Environmental Feature within one hundred fifty (150) feet of the Limits of Construction and proposed drainage patterns surrounding the Critical Environmental Feature;

e. an erosion/sedimentation control plan for both during and after construction with phasing, if necessary. Show areas for construction staging vehicular use areas and temporary spoil disposal areas in addition to the overall limits of disturbance. Revegetation criteria shall be provided, including seed or hydro-mulch type, watering intervals prior to established grass growth and fertilizer application rates;

f. type of structure to be constructed or type of construction; and

g. area map showing location of site containing the area of construction.

Notwithstanding Section 3.1, Small Project Site Development Plan shall be used for permanent spoil disposal.

Section 3.4. Small Projects. The following are defined as small projects and, except as provided in Section 3.1, shall require a Small Project Site Development Plan:

a. Construction of storm sewers less than or equal to thirty (30) inches in diameter located entirely within a public right-of-way or an easement;

b. Construction of utility lines equal or less than eight (8) inches in diameter located totally within a public right-of-way;

c. Construction of turning lanes from each side of a median on a divided arterial;

d. Construction of intersection improvements;

e. Widening a public street to provide a deceleration lane where no additional right-of-way is required;

f. Depositing less than two (2) feet of earth fill on sites not located in the 100-year floodplain, and where no fill will be deposited within the dripline of a protected tree;

g. Construction or reconstruction of a retaining wall less than one hundred (100) feet in length and eight (8) feet in height, with back fill which does not reclaim substantial land, except that which has eroded due to failure of an existing retaining wall;

h. Development that disturbs between 5,000 and 10,000 square feet of land;

i. Any other minor site activities similar to those listed in subsections (a) through (g), as determined by the Director of the City Planning and Development Department;

Section 3.5. Drainage and Water Quality Report. A Drainage and Water Quality Report shall be submitted with each Site Development Plan application and shall include the following:

a. map of the area showing the existing drainage patterns, existing and proposed 100-year floodplains. Off-site drainage areas that drain through and onto the Site or area of construction should also be shown. Field notes and sketches describing all drainage easements and 100-year floodplain areas;

b. Topographic map showing the proposed site grading and drainage layout with two-foot contour intervals and directional drainage flow arrows;

c. location of Critical Environmental Features within three hundred (300) feet in any direction from the Limits of Construction and proposed drainage patterns surrounding the Critical Environmental Features;

d. method and location of capturing stormwater run-off from buildings, parking lots and driveways, if applicable;

e. calculations showing the amount of stormwater leaving the site in both pre-development and post-development conditions and adequacy of downstream

property adjacent to the site to convey the post-development flows for the 2, 25, and 100-year storm events;

f. the location of proposed Water Quality Controls and calculations for same, if applicable; and

g. an erosion/sedimentation control plan for both during and after construction with phasing, if necessary. Show areas for construction staging, vehicular use areas and temporary spoil disposal areas in addition to the overall limits of disturbance. Revegetation criteria shall also be addressed, including seed or hydro-mulch type, watering intervals prior to established grass growth and fertilizer application rates.

Section 3.6. Environmental Site Assessment Conference. School District design professionals, including engineers, shall meet with the Environmental Liaison or designee prior to the initiation of Site Development Plan preparation in order to review site development environmental issues which shall include, but not be limited to, the following: (a) the environmental assessment for the site, if applicable; (b) water quality protection requirements of this Agreement; and (c) the characteristics of the site.

Section 3.7. Predesign Conference. School District professionals, including engineers, shall meet with the City Liaison and the Environmental Liaison or designees prior to Site Development Plan preparation in order to review Site Development issues which shall include, but not be limited to: (a) driveway locations; (b) school zone limits; (c) potential deviations from the standards of this Agreement and applicable city ordinances and rules; (d) number of plan and document copies to be submitted to the City; and (e) such other additional topics as agreed upon between the School District, City, and Environmental Liaisons. A predesign conference shall take place within fourteen (14) days of a request by the School District.

Section 3.8. Site Development Plan Submittal.

a. The submittal of a Site Development Plan by the School District to the City for review shall constitute a representation that to the best knowledge of the School District, the Site Development Plan complies with this Agreement.

b. Upon submittal of a Site Development Plan, the School District shall deliver to the City the number of copies of the Site Development Plan requested by the City, a completed City application form, all required reports, and all required fees which have not been waived.

c. All site development plans, including those described in sections 3.1, 3.2, 3.3, and 3.4, shall be signed by and contain the seal of a professional engineer on legible and reproducible mylar, 24 inches by 36 inches in size, drawn to scale and sufficiently dimensioned.

d. The City Liaison may waive any initial submittal requirement for a project which, in the City Liaison's opinion, does not appear essential in a particular application for the School District to demonstrate compliance with this Agreement.

Section 3.9. City Review and Comment Criteria.

a. The City Liaison shall notify the School District Liaison by telephone or facsimile transmission within two (2) working days of Site Development Plan submittal if the submitted Site Development Plan and reports do not meet the minimum submittal requirements of this Agreement and applicable City ordinances and rules. If the Site Development Plan is insufficient for review, then the City Liaison shall provide a written explanation of the application's deficiencies. After the submittal of a sufficient and complete application, the City shall have twenty-eight (28) days to review a Site Development Plan, each subsequent phase of an approved phased Site Development Plan, and accompanying reports, if any, and

respond with complete comments from all reviewing City departments to the School District Liaison regarding the Site Development Plan's compliance with this Agreement. Should complete comments not be returned within said twenty-eight (28) days, then the City Liaison shall give a written response to the School District with a copy to the City Manager. Said response shall contain a detailed explanation of the reasons for the delay and an accurate timetable for when complete comments regarding the Site Development Plan will be issued.

b. After submittal of a sufficient and complete application, the City shall have nine (9) days to review a Small Project Site Development Plan and respond to the School District Liaison with written comments from all reviewing City departments regarding compliance with this Agreement and applicable City ordinances and rules.

c. The City shall have fourteen (14) days to review submitted updates to a Site Development Plan.

d. The School District shall give the City Liaison at least two (2) working days prior notice of the School District's intent to submit a Site Development Plan for initial review or a Site Development Plan update based on prior City review.

e. The School District shall include with all update submittals a summary sheet listing each comment issued by the City and a brief description of how the comment was addressed.

f. If, after the City has issued comments to the second update to the Site Development Plan and the City has not approved the Site Development Plan, the School District and City Liaisons shall meet to resolve the remaining issues preventing Site Development Plan approval. Unless otherwise agreed upon by the Liaisons, the above described meeting shall occur within ten (10) days of the City issuing comments to the second Site Development Plan update.

g. Site Development Plans for Educational Facilities shall have priority review by the City.

Section 3.10. Final Approval. The Site Development Plan shall be approved if the Site Development Plan complies with this Agreement and all applicable City ordinances and rules.

Section 3.11. Effect of Approved Site Development Plan. A Site Development Plan approved pursuant to this Agreement shall satisfy all City requirements necessary for the School District to begin site construction of all development features shown on the Site Development Plan. If required, a Building Permit shall thereafter be issued by the City to the School District when the Building Construction Plans are approved as complying with the applicable Building Code and the approved Site Development Plan. The School District may begin site construction and utility construction in accordance with the Site Development Plan after: (a) the approval of the Site Development Plan, (b) a preconstruction conference, and (c) installation of required environmental controls. If applicable, water and wastewater tap(s) from the City may be purchased after approval of the Site Development Plan.

Section 3.12. Minor Revisions to Approved Site Development Plans Prior to or During Construction. The School District shall transmit to the City Liaison copies of proposed minor revisions to an approved Site Development Plan. Within four working days of the School District's request for a minor revision, the City shall approve the request if, subject to modifications required by the City, the minor revision is consistent with this Agreement and applicable City ordinances and rules. Minor field revisions involving temporary erosion controls may be approved by City environmental field inspectors. "Minor revisions" under this Section are alterations to an approved Site Development Plan which comply with this Agreement and applicable City ordinances and rules and the City Liaisons determine that the revisions generally:

a. do not generate more than ten percent (10%) additional site traffic above the overall approved Site Development Plan, or significantly affect traffic or pedestrian patterns in an adverse manner;

b. do not increase impervious cover by more than 1,000 square feet (this 1000 square foot increase may be used one time only);

c. do not lessen overall water quality (any modification required for a water quality control may be approved under this section); and

d. do not move a building more than fifty (50) feet, if the building is not moved to within a setback area.

All revisions that are not minor revisions will be reviewed by the City as a new submittal.

Section 3.13. Lapse of Approval. An approved Site Development Plan shall lapse and become void three (3) years following the date on which such approval became effective unless construction has begun and is diligently pursued to completion. An approved phased Site Development Plan shall lapse and become void five (5) years following the date on which such approval became effective unless construction has begun and is diligently pursued to completion. A Site Development Plan shall not lapse, if on its expiration date, a Building Permit is in effect; a Certificate of Occupancy has been issued for any portion of the Site Development Plan; the site, or any portion thereof, is occupied (when no Building Permit or Certificate of Occupancy is required); or any portion of the Site is under construction in compliance with the Site Development Plan. When an approved Site Development Plan remains in effect beyond its scheduled expiration date as a result of the issuance of a Building Permit, the approved Site Development Plan shall remain in effect only so long as the Building Permit is in effect, unless a Certificate of Occupancy is issued for the construction subject to

the Building Permit in which case the previous sentence controls. A Site Development Plan that expires under this section must be resubmitted to and re-approved by the City pursuant to this Agreement and applicable City ordinances and rules.

Section 3.14. Review Fees. The School District shall not pay to the City any fees for the review of a Site Development Plan; however, inspection fees, site assessment fees and other City fees shall be paid at the time required by the City's ordinances and rules.

ARTICLE IV
DEVELOPMENT STANDARDS AND OBJECTIVES

Section 4.1. Educational Facilities.

a. Building setback from residential uses shall be not less than twenty-five (25) feet and for intensive recreational uses (e.g. swimming pool, tennis court, ball court or playground), the setback shall be at least fifty (50) feet.

b. No building height limitation; however, within the zoning jurisdiction of the City, no building shall exceed two (2) stories (or thirty (30) feet) in height within fifty (50) feet or three (3) stories (or forty (40) feet) within one hundred (100) feet of a property used or zoned for single family residential use.

c. No Traffic Impact Analysis shall be required unless the site is within the corporate limits of the City and located on a street smaller than a neighborhood collector.

d. No floor-to-area ratio limitation shall apply.

e. This section does not apply to Activity Facilities.

Section 4.2. Activity Facilities.

a. Building setback from residential use shall be not less than fifty (50) feet.

b. No building height limitation; however, within the zoning jurisdiction of the City, no building shall exceed two (2) stories (or thirty (30) feet) in height within fifty (50) feet or

three (3) stories (or forty (40) feet) within one hundred (100) feet of a property used or zoned for single family residential use.

c. No floor-to-area ratio limitation shall apply.

d. No Traffic Impact Analysis shall be required unless the site is within the corporate limits of the City and located on a street smaller than a neighborhood collector.

Section 4.3. Parking.

Parking for each facility constructed within the corporate limits of the City, shall be as follows:

Primary:	1.5 spaces per faculty or staff.
Secondary:	1.5 spaces per faculty or staff and 1 space for every 3 students in 11th or 12th grade.
Activity Facilities:	To be mutually determined by the School District and the City on case by case basis; shared parking will be utilized whenever possible.
Bicycle Parking:	Will be provided as the School District deems appropriate.

The layout of parking lots, except for landscaping requirements, shall be in compliance with the City's Transportation Criteria Manual.

Section 4.4. Driveways. The number of driveways per Educational Facility shall not exceed four (4) per street, and no more than six (6) driveways per Educational Facility; provided, however, that driveway access to a Hill County Roadway shall not exceed two (2) driveways. If a site contains two or more Educational Facilities with different and distinct educational functions, then each Educational Facility may have no more than four (4) driveways per street. If possible, multiple Educational Facilities on a single site should be processed as one Site Development Plan.

Section 4.5. Landscaping. The School District shall, whenever practicable, save significant trees and vegetation and utilize xeriscape. Within the zoning jurisdiction of the City, landscaping shall be provided for each facility and at a minimum shall be designed and installed to the standards established in Exhibit "A". Alternatives should be identified and may be approved administratively by the Environmental Liaison at the pre-design conference if special circumstances exist and the minimum standards are not diminished. Grasses and vegetation required for permanent erosion control shall be provided in all cases, but the School District shall not be required to plant shrubs for the purposes of screening. The School District shall complete the required landscaping within eighteen months of the issuance of a certificate of occupancy for the facility.

Section 4.6. Drainage. On-site drainage patterns should be designed to prevent erosion, maintain infiltration and recharge of local seeps and springs, and attenuate the harm of contaminants collected and transported by stormwater. In the Water Supply Watersheds and Barton Springs Zone, overland sheet flow and natural drainage features and patterns shall be maintained whenever practicable and the dispersion of runoff back to sheet flow shall be a primary objective of drainage design where possible, depending on volumes and velocities of runoff for the site, as opposed to concentrating flows in storm sewers and drainage ditches. Drainage design, including detention ponds, shall be controlled by the City's Drainage Criteria Manual.

Section 4.7. Floodplain. If required by the City or other authorized government entities, the 100-year floodplain and drainageways shall be dedicated to the City or other appropriate government entity as a drainage easement.

Section 4.8. City Ordinances and Rules. The terms of this Agreement and the exhibits attached hereto shall supersede any conflicting requirements of the City's land development

ordinances and rules. Otherwise, the City's ordinances and rules shall apply to School District development. Except for Chapter 13-8 of City's Land Development Code, the City's land development ordinances and rules as they existed on January 1, 1994 shall apply throughout the term of this Agreement. Chapter 13-8 of the City's Land Development Code contains the Building Code (Building Code, Fire Code, Energy Code, Electrical Code, Mechanical Code, Plumbing Code, and Dangerous Buildings Code) and shall apply as amended from time to time. Notwithstanding any provision in this Agreement to the contrary, if State or Federal law or regulations require that City ordinances or rules be modified or updated to implement State or Federal law or regulations, the School District shall comply with the modified or updated City ordinances or rules.

Section 4.9. Option To Develop Under Current Ordinances. The School District may, at its option, choose to develop a site in accordance with current City ordinances and rules. If this option is chosen, the provisions of this Agreement shall not apply to the development of that site, and the development shall be in accordance with the City ordinances and rules in effect on the date that the complete development application is submitted to the City. In such event, the entire site must be developed under the current City ordinances and regulations.

Section 4.10. Lighting. Within the zoning jurisdiction of the City, exterior lighting for Educational Facilities constructed in accordance with this Agreement shall be directed away from existing residential uses and shielded or hooded away from residential uses; provided, however, if the site is surrounded by residential uses, then exterior lighting shall be directed away from existing residential use to the greatest extent practicable.

Section 4.11. Underground Storage Tanks. Underground gasoline, heating and diesel storage tanks shall comply with City regulations; provided, however, that no City registration

fee shall be required if the School District pays a state registration fee. Documentary evidence of payment to the State shall be provided to the City in order to obtain the waiver of the City registration fee.

Section 4.12. Endangered Species. The Environmental Liaison may, for good cause, waive the endangered species survey requirement of Land Development Code Chapter 13-7, Article IV, for any species which are hereafter included in a Regional Habitat Conservation Plan but which are not listed as endangered species by the United States Fish and Wildlife Service.

ARTICLE V
WATER QUALITY

Section 5.1. Impervious Cover.

a. In all watersheds except the Barton Springs Zone, impervious cover in the Uplands Zone shall not exceed fifty percent (50%) of the net site area, or sixty percent (60%) of net site area if transfer of impervious cover is available and utilized. For any site (except in the Barton Springs Zone) owned by the School District before May 18, 1986, the impervious cover limits of this subsection shall not apply in the Uplands Zone. For those sites, the impervious cover limits established by the applicable watershed ordinance in effect on May 18, 1986 shall apply if less restrictive than the limits of this section.

b. In all watersheds except the Barton Springs Zone, impervious cover in the Water Quality Transition Zone shall not exceed eighteen percent (18%) of net site area.

c. No impervious cover shall be permitted in the Critical Water Quality Zone.

d. Impervious cover in the Barton Springs Zone is limited to twenty-five percent (25%) of net site area when a no discharge water quality control or an alternative approved by the Environmental and Conservation Services Department is utilized. No transfers of impervious cover are permitted to increase the impervious cover above the 25% limit. In the

Barton Springs Zone, no development is allowed in the Critical Water Quality Zone or the Water Quality Transition Zone, except that which is permitted by Section 13-7-23 of the Land Development Code.

Section 5.2. Transfer of Impervious Cover.

a. For every one acre of land in the Critical Water Quality Zone dedicated to the City in fee simple and accepted by the City, the School District is entitled to an additional 20,000 square feet of impervious cover on lands in Uplands Zones.

b. For every one acre of land in the Water Quality Transition Zone left undeveloped and undisturbed and not included in impervious cover calculations elsewhere, the School District is entitled to an additional 20,000 square feet of impervious cover on lands in Uplands Zones.

c. For every one acre of land or portion thereof in the Uplands Zone located within a buffer of a Critical Environmental Feature and left natural and undisturbed, the School District is entitled to an additional 20,000 square feet of Impervious Cover on lands elsewhere in Uplands Zones. Such buffer area may also be included in the Net Site Area calculations for the Uplands Zone.

d. A maximum of eighty-five percent (85%) of the transfer credit otherwise available under subsection b is permitted for grass play field within the Water Quality Transition Zone if restored using predominantly native plants and grasses and if the School District provides and implements a plan for minimizing the use and impact of pesticides, herbicides and fertilizers. A maximum of fifty percent (50%) of the transfer credit otherwise available under subsection b is permitted for land use for wastewater disposal.

e. Impervious cover may only be transferred to another site or tract owned by the School District and may only be used in conjunction with an Educational Facility constructed

pursuant to this Agreement. Impervious cover may only be transferred within the same watershed classification. Impervious cover may not be transferred unless the transferring tract has an approved Site Development Plan or Small Project Site Development Plan which covers the area from which impervious cover is transferred. The School District must file in the County Deed Records restrictive covenants, in a form and substance approved by the City, running with both the transferring and receiving tracts and noting the transfer of impervious cover. The City shall be a party to the restrictive covenant. If a change to a restrictive covenant complies with this Agreement, the City shall approve the change to the restrictive covenant. City approval shall be granted administratively.

Section 5.3. Impervious Cover Calculations. Impervious cover shall be calculated in accordance with the provisions of the City's ordinances and rules, except the calculation of impervious cover for Educational Facilities adjacent to roadways shall not include the abutting roadway's impervious cover. Temporary classrooms and natural material tracks or trails shall not be counted as impervious cover.

Section 5.4. Optional Payment in Lieu of Structural Controls in Urban Watersheds. In lieu of the structural controls, in the Urban Watersheds, a School District may, at its option, request authorization to deposit with the City a nonrefundable cash payment, the amount of which shall be calculated based on the formula established by City Council. A deposit made in accordance with this section shall constitute compliance with Section 13-7-19 of the Land Development Code. The request for authorization shall be reviewed by the Director of the Environmental and Conservation Services Department and shall be accepted or denied no later than fifteen (15) working days after receipt of the request.

Section 5.5. Environmental Assessment. No environmental assessment is required except in the Barton Springs Zone and the Water Supply Watersheds.

Section 5.6. Critical Environmental Features.

a. Critical Environmental Feature setbacks are required only for springs, wetlands, canyon rimrocks, caves, sinkholes, and bluffs. Development shall be undertaken no closer than one hundred fifty (150) feet from a Critical Environmental Feature, except as provided in this section, and the natural vegetative cover shall be retained in this buffer zone to the maximum extent practicable. No clearing, alteration, or development of any kind is permitted within fifty (50) feet of a Critical Environmental Feature, except hiking trails for educational purposes. No wastewater disposal and irrigation area is permitted within one hundred fifty (150) feet of a Critical Environmental Feature.

b. Drainage patterns shall be designed to protect Critical Environmental Features from runoff from developed areas, or to maintain the catchment areas of recharge features in a natural state. Special erosion controls shall be utilized where necessary to avoid impacts of erosion or sedimentation.

c. Point recharge features with topographically defined catchment basins extending beyond the setbacks required in this section shall have a construction setback coinciding with the limit of the upslope extent of the catchment, not to exceed a total of three hundred (300) feet, subject to subsection (e).

d. For recharge features with a catchment area of less than one and one-half (1.5) acres, the one hundred fifty (150) foot buffers required by subsection a may be administratively reduced to the limits of the catchment, subject to subsection f, but shall not be reduced to less than fifty (50) feet from a Critical Environmental Feature.

e. Where buffer zones around Critical Environmental Features are proposed to be less than those required by subsection a, the burden of proof shall be on the School District to demonstrate to the Environmental Liaison that:

(1) the proposed measures protect and preserve all characteristics of the feature which define it as a Critical Environmental Feature; or

(2) the feature is not a significant recharge feature; provided, however, that in no instance shall setbacks be less than fifty (50) feet from the feature.

f. No provision herein shall prohibit the Director of the Environmental and Conservation Services Department from requiring reasonable additional or alternative measures to ensure the protection of a specific environmental feature which is subject to a request for a setback reduction.

Section 5.7. Permanent Spoil Disposal.

a. No temporary or permanent spoil disposal sites shall be located within the Critical Water Quality Zone, or on slopes greater than fifteen percent (15%) gradient. Spoil may be incorporated into building sites, roadways, or stormwater detention facilities.

b. Access routes shall utilize existing roadways wherever possible and shall not be located within waterways. Site Development Plans shall address the restoration of such access roads.

c. Restoration and revegetation shall be carried out in conformance with the City's Environmental Criteria Manual.

Section 5.8. Cut and Fill.

a. No cut and fill limits shall apply to the building footprint area, roadway right-of-ways or the construction and maintenance of Water Quality Controls and detention ponds.

b. No cut and fill in excess of four (4) feet shall be allowed in the Critical Water Quality Zone or the Water Quality Transition Zone.

c. Cut and fill in excess of four (4) feet must be structurally contained in accordance with the City's Environmental Criteria Manual.

d. In the Uplands Zone, cut or fill between four (4) and eight (8) feet may be administratively approved. Cut or fill in excess of eight (8) feet must be approved by the Planning Commission.

e. Criteria for allowing cut or fill between four (4) and eight (8) feet shall include, but not be limited to:

(1) No adverse impact on a Critical Environmental Feature;

(2) No adverse impact on water quality;

(3) The site has been previously disturbed by manmade activities.

f. The fill limitation shall not apply to:

(1) Fill placed under foundations and containment walls perpendicular to the ground, or with pier and beam construction if the fill is structurally contained;

(2) Back fill for utility construction or wastewater drainfields.

g. Cut and fill for roadways shall be contained within the right-of-way.

Section 5.9. Construction on Slopes.

a. The construction of buildings or parking areas is prohibited on slopes in excess of fifteen percent (15%), except for buildings and parking structures located on slopes of 15% - 25% when the following criteria are met:

(1) Impervious cover on the 15% - 25% slopes shall not exceed 10% of the total area of the 15% - 25% slope. This amount is included in the total impervious cover based on net site area.

(2) Structures located upslope or downslope of the areas containing slopes of 15% - 25% are to be constructed using terracing techniques outlined in the Environmental Criteria Manual.

(3) Cuts and fills are to be revegetated and restored to a slope no steeper than a 3 to 1 ratio.

(4) Slopes exceeding 3 to 1, other than cut face slopes which have been determined to be stable, must be stabilized by permanent structural means (e.g., dry stack walls or concrete retaining walls).

b. Notwithstanding subsection a(1) above, areas of isolated slopes in excess of 15% located in the interior portion of a site and either not part of a larger slope feature or created by previous disturbance or manmade alteration of land shall be excluded from the requirements of this section if located outside the Water Quality Transition Zone and Critical Water Quality Zone. Determination of whether a specific area qualifies under this section shall be made at the Environmental Assessment Conference.

c. The construction of roadways or driveways is prohibited on slopes in excess of 15% except where necessary to provide primary access to areas of flatter slopes constituting a minimum area of two contiguous acres.

d. On sites owned by the School District on January 1, 1994, buildings and parking structures may be built on slopes of 25% to 35% when mutually agreed upon by the City Environmental Liaison and the School District.

Section 5.10. Water Quality Controls.

a. Water Quality Controls shall be required when the imperious cover of the Site exceeds twenty percent (20%) of the Net Site Area. No structural controls other than vegetative buffers shall be allowed within fifty (50) feet of a Critical Environmental Feature.

b. Sites having impervious cover greater than twenty percent (20%), Water Quality Controls shall be situated and constructed to capture, isolate, and treat at least the equivalent of the first one-half (.50) inch of runoff from all contributing areas. The capture volume of Water Quality Controls shall increase by one-tenth (.10) of an inch of runoff above the required one-half (.50) inch capture volume for each ten percent (10%) increment of Impervious Cover above twenty percent (20%) within the area draining to the control.

c. Except in the Barton Springs Zone, Water Quality Controls shall be designed in accordance with the specifications set forth in the Environmental Criteria Manual. In the Barton Springs Zone, no discharge water quality controls or an alternative approved by the Environmental and Conservation Services Department must be utilized.

d. Water Quality Controls are not required for greenbelts, open spaces, playing fields, and other similar uses if the School District adopts and implements a plan for minimizing the use and impact of pesticides, herbicides and fertilizers that is approved by the City.

e. The School District shall operate and maintain all on-site Water Quality Controls. The School District shall not be required to monitor stormwater leaving the Site. The School District shall not post any fiscal surety with the City for maintenance or monitoring of any Water Quality Controls.

ARTICLE VI
SITE CONSTRUCTION STANDARDS

Section 6.1. Preconstruction Conference. Prior to the beginning of construction, a preconstruction conference between the Environmental Liaison, the School District, and the contractor shall be held at the site for the purpose of establishing the respective responsibilities of the City, the School District, the contractors and subcontractors. Erosion control construction sequencing and inspection schedules shall be reviewed and established.

Section 6.2. Temporary Erosion and Sedimentation Control. Temporary erosion controls shall be required for all development. Temporary erosion controls shall be designed in accordance with City requirements and shown or referenced on the Site Development Plan and shall be installed and inspected prior to beginning construction and shall be maintained throughout all Site and building construction.

Section 6.3. Inspection of Temporary Erosion/Sedimentation Control Measures.

a. The City may enter a site during construction to inspect temporary erosion and sedimentation controls. Except as required by federal or state law, the School District shall not be required to monitor stormwater runoff from a site during construction.

b. When the temporary erosion controls do not comply with this Agreement, a City inspector may issue a written notice to the School District of such noncompliance. Site construction shall cease after written notice of noncompliance is delivered to the School District until the temporary erosion controls are brought into compliance with this Agreement; provided, however, that construction activity within a building or within the footprint of the building (if the foundation is completed) may continue. If the noncompliance is not corrected within three (3) working days of written notice of noncompliance to the School District, then all work at the site, including building construction, shall cease. Site work shall not be stopped in the event that building construction is stopped by a City or certified building inspector.

c. Minor modifications to approved erosion control and construction sequencing plans may be made in the field after two (2) working days written notice to the permit holder if the City inspector deems the controls or sequencing inappropriate or inadequate, and has confirmed those finding with and received written approval from the Environmental and Conservation Services Department. Minor changes which result in an upgrading of erosion

controls or simply reflect the progression of construction on a Site may be accomplished in the field without such written approval.

Section 6.4. Permanent Erosion Control. Permanent erosion controls shall be required for all development and installed in accordance with the City's ordinances and rules.

Section 6.5. Fiscal Surety. Notwithstanding any provision of the City ordinances and rules, no cash escrow, letter of credit, bond, or any other form of financial guarantee, associated with development by the School District pursuant to this Agreement, shall be required prior to or during construction or as a condition of any acceptance, approval, or issuance of any permit or certificate by the City. By execution of this Agreement, the School District agrees that the performance otherwise secured by a financial guarantee under the City ordinances and rules, will be made at School District cost. The School District shall include in construction bid documents, construction contracts and the bonding requirements of contractors, that the installation and maintenance of temporary erosion controls and revegetation of disturbed areas will be done in accordance with City standards. The School District will include provisions in construction contracts that require the Contractor to maintain erosion controls at all times and allows the School District to hold the cost of revegetating the site as retainage until the City issues a letter approving the revegetation of the site. The School District shall obtain the Contractor's signature on a City approved form which states that the contractor acknowledges its responsibilities for installing and maintaining erosion controls according to City standards. The School District shall hold the cost of revegetation as retainage until the City issues a letter approving the revegetation on the site. In this section, revegetation means permanent erosion controls and does not otherwise include landscaping.

Section 6.6. Utility, Road and Driveway Construction. All water, wastewater and electric utility lines and facilities, stormwater facilities, and all roads and driveways within or adjacent to a Site being developed by the School District and to be dedicated or conveyed to the City for ownership, operation, and maintenance shall be designed and constructed to City standards as specified in applicable City ordinances and rules. All other water quality facilities, driveways and structures shall be constructed in accordance with this Agreement and applicable City ordinances and rules. Driveways and private streets that connect to public streets shall be designed and constructed to City standards as specified in applicable City ordinances and rules for those portions of the driveway and private street within the public right-of-way within the corporate limits of the City.

Section 6.7. Site Construction Issues. Any questions, issues, or disputes raised by the City or the School District during Site construction shall be communicated to the Environmental Liaison and the School District Liaison who together shall attempt to resolve any such problems.

Section 6.8. City Inspection of Site Improvements. When construction of all grading, drainage, and water quality controls shown on the approved Site Development Plan is complete, the engineer for the project shall submit a letter to the City on behalf of the School District that states that in the opinion of the engineer, the grading, drainage, and water quality controls have been constructed in substantial compliance with the approved Site Development Plan (the "Concurrence Letter"). Upon receipt of the Concurrence Letter, the Environmental Liaison shall schedule a final inspection of the site within two working days. The City shall conduct its inspection of the Site within fourteen (14) days of receipt of the concurrence letter. If the City does not issue a statement of compliance, the City shall in writing specifically identify the components of the site development requirements that are not

complete and what action must be taken by the School District to comply. This letter shall be issued directly to the School District Liaison and the construction contractor acting on behalf of the School District. The City may issue a conditional release of the site improvements based upon an approved construction sequence plan.

Section 6.9. Fees. The School District shall pay no fees to the City for: (a) maintenance fees for Water Quality Controls; or (b) any annual permit fees for Water Quality Controls.

ARTICLE VII
BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

Section 7.1. Building Code City Jurisdiction. Where applicable, the Building Code (Building Code, Fire Code, Energy Code, Electrical Code, Mechanical Code, Plumbing Code and Dangerous Building Code) shall regulate the construction, reconstruction, renovation, occupancy, equipment, and maintenance of buildings or structures constructed by the School District. When the School District is making an addition to an existing building, Building Code Review shall be limited to the addition itself and where the addition connects to the existing building, and the accessible route from the Site to the addition.

Section 7.2. Designated Building Officials. The City building official shall be the liaison with the School District Liaison with regard to all Building Code issues. The City building official shall assist and coordinate issuance of Building Permits and Certificates of Occupancy by the City and the City's inspection of construction, if applicable. Each of the parties hereto shall, at all times, have a designated Building Official and said Building Officials shall maintain open communication between the School District and the City and shall attempt to resolve disputes and issues which are related to the Building Code, Building Construction Plans, building construction inspection, issuance of Building Permits, or Certificate of Occupancy issuance.

Section 7.3. Building Permit Application. An application for a Building Permit shall be delivered to the City building official or his or her designee. The application shall be accompanied by the Building Construction Plans and a letter stating whether the School District will retain Certified Inspectors pursuant to Section 7.6. A Building Permit application may be submitted to the City simultaneously with the submittal of a Site Development Plan.

Section 7.4. Building Construction Plan Review and Building Permit Issuance. After the City building official has received the information required by Section 7.3, all applicable City Building Permit review fees, and adequate evidence of the future availability of water and wastewater service, the City shall have twenty-one (21) days to review the building permit application for a new building and issue to the School District either a Building Permit or a complete written list of changes needed to bring the Building Construction Plans into compliance with the Building Code and this Agreement. After making the changes necessary to bring the Building Construction Plans into compliance with the Building Code and this Agreement as noted in the written list of changes provided by the City, the School District may resubmit the Building Construction Plans to the City. The City shall have ten (10) days to review the resubmitted Building Construction Plans and issue to the School District either a Building Permit or a second written list of changes needed to bring the Building Construction Plans into compliance with the Building Code and this Agreement. The ten (10) day review period by the City shall apply to each additional resubmittal of the Building Construction Plans. If the City fails to provide written comments to the School District Building Official within the required ten (10) days, or if more that two resubmittals have been required without a permit being issued, then the City and School District liaison shall meet or communicate as quickly as possible to resolve outstanding issues. The City and School District Building Official may mutually agree to extend any of the required ten (10) day review periods. The City shall

review and return comments on remodeling construction plans within seven (7) days unless such remodeling is subject to Section 7.19. If City inspectors are to be used, the City's full Building Permit fee shall be paid. If Certified Inspectors are to be used, the fee for a Building Permit shall be fifty percent (50%) of the applicable Building Permit fee.

The time deadlines set forth in this Section comply with the City Code as of the Effective Date. By setting forth these deadlines in this Agreement, it is the intent of the parties that the review of Building Construction Plans for Educational Facilities receive review priority from the City.

Section 7.5. Approved Building Construction Plan Revision. Revisions to approved Building Construction Plans shall comply with the Building Code and this Agreement. The City shall have ten (10) days to review the revision and shall approve the revision no later than ten (10) days after the City building official has received the revision if it complies with the Building Code and this Agreement. If it does not comply, the City shall provide a complete written list of changes needed to bring the revision into compliance with the Building Code and this Agreement. After making the changes necessary to bring the revision into compliance, the School District may resubmit the revision to the City. The City shall have five (5) days to approve the resubmitted revision to the Building Construction Plans or provide a second written list of changes needed to bring the revision into compliance with the Building Code. The five (5) day review period by the City shall apply to each additional resubmittal of a revision to Building Construction Plans. If the City fails to provide a written correction list within a time period specified in this Section 7.7, or if more than two resubmittals have been required without a permit being issued, then the City and School District Liaisons shall meet or communicate as quickly as possible to resolve outstanding issues.

Section 7.6. Certified Inspectors. The School District may, in its sole discretion, retain the services of Certified Inspectors to carry out the duties outlined in this Section pertaining to inspection of building construction. The School District shall be solely responsible for retaining and paying for Certified Inspectors. Agreed qualifications of an Certified Inspector are described in Article II. After the City building official has verified the qualifications of the Certified Inspector the City building official shall issue to the Certified Inspector a written authorization to perform inspections and shall assign an inspector identification number to the Certified Inspector. The specific inspections to be performed by an Certified Inspector shall be the applicable inspections set forth in the Building Code, except as provided in this Agreement. The City shall not assume any responsibility for any work or construction not inspected by a City inspector. The City shall assign each approved Certified Inspector an inspection identification number.

Section 7.7. Building Permit Inspection. After beginning construction pursuant to a Building Permit, inspections to confirm that the construction complies with the approved Building Construction Plans will be performed by either a Certified Inspector or a City Inspector. See Section 7.12 regarding inspections by the City. The School District shall retain a copy of the approved Building Construction Plans, with approved revisions, at the Site at all time when construction is occurring or inspections are requested. The School District Building Official and the inspectors shall confer as to any dispute arising during construction regarding compliance with Building Construction Plans. While a dispute is pending, work may be stopped in the area of construction directly involved in the dispute. Records of inspections shall be kept on City forms and the Certified Inspectors shall report the results of all inspections to the City pursuant to Section 7.10. In addition to the audits of the Certified Inspectors authorized by Section 7.8, the City shall perform each final inspection required

pursuant to the Building Code for a structure where the City will issue a Certificate of Occupancy.

Section 7.8. Audit of Certified Inspectors. During any construction project where Certified Inspectors are used, the City building official may audit any of the inspections performed. The School District and the City agree that the timing of the City building official's audit inspection shall not be revealed to the School District or the Certified Inspectors until the audits are completed. Further details of the City's auditing shall be agreed upon by the City building official and the School District Building Official.

Section 7.9. Layout and Foundation Inspections. Layout and foundation inspections and the documentation of such inspections shall be arranged by the School District. The layout inspection shall be performed by a licensed Surveyor and verify that the foundation slabs do not encroach upon any easements, building lines, or setback areas. A Professional Engineer shall perform foundation inspections to verify that all foundation forms are properly erected and braced, beams have been excavated, reinforcements are in place, and all drops, blockouts or slab elevation changes are in place. The School District shall pay for the cost of the layout and foundation inspections.

Section 7.10. Certification by Certified Inspectors. After the completion of an inspection required by the Building Code and authorized by this Agreement, a Certified Inspector performing the inspection shall execute and deliver to the School District Building Official a certification which in substance states:

> "This structure has been inspected according to the Building Code; and, based on the inspection, has been found to comply with the requirements of the approved Building Construction Plans and the Building Code."

The certification required by this Section shall be delivered to the School District Building Official, and the School District Building Official shall forward the certification to the City building official for notation of an approved inspection in the City's records.

Section 7.11. Certified Inspectors, Final Inspections. Within two (2) working days of the School District and the City building official's receipt of the written verification that the building has passed all inspections required by the Building Code except final inspection, a City inspector shall perform final inspections required by the Building Code. If the City inspector finds that the building, structure, or construction has not been completed in compliance with the Building Construction Plans, the City inspector shall deliver to the contractor and the School District Building Official, no later than the end of the next business day following a final inspection, a written list of changes necessary to achieve compliance. After the City Inspector has certified compliance with the changes required by the City Inspector, the construction shall have passed the final inspection and the School District may occupy the building. No certificate of occupancy shall be issued by the City except in accordance with Section 7.14.

Section 7.12. Inspections by the City. When the City conducts all building construction inspections, the response periods in the Building Code shall apply. Except as provided below, all inspections routed through the City inspection coordinator shall be performed within two (2) working days of the inspection coordinator's receipt of the request for inspection. During the months of April through August, all inspection requests made through the City inspection coordinator shall be performed the next working day.

Section 7.13. After Hours City Inspections. After hours inspections shall be available year round with two (2) working days notice to the City inspection coordinator and payment of the City's after hours inspection fee.

Section 7.14. Certificate of Occupancy. The City will issue a Certificate of Occupancy only when the City has conducted all inspections on the building or construction. The City shall issue a Certificate of Occupancy no later than two (2) working days after certification by the City Inspector that all final inspections have been completed and the development complies with the approved plans; provided, however, that the School District may receive a Temporary Certificate of Occupancy to occupy and use all or parts of the building or area prior to full compliance if, in the opinion of the City, such noncompliances do not pertain to health and safety issues for the occupied area of the building, and Water Quality Controls are installed and operational and the revegetation provisions of this Agreement and applicable city ordinances and rules are met.

Section 7.15. Signs. Before beginning the construction of a sign not attached to a building, plans demonstrating compliance with the City Code shall be submitted to the City for review at least fourteen (14) days prior to construction. Inspection of signs shall be in accordance with the procedures set forth in this Article. If a sign has been constructed in accordance with the City Code, the City shall issue a Certificate of Compliance for the sign.

Section 7.16. Standard Building Plans.

a. The City of Austin will review standard building plans for substantially similar construction activity to be conducted on a number of Sites. Such standard building plans include, but are not limited to, Temporary Classrooms, bathroom remodeling for accessibility and ramp and entrance remodeling for accessibility.

b. The School District shall submit to the City building official two (2) copies of the standard building plans and pay normal review fees for the initial review. Once the City has approved the standard building plans, the City shall assign a stock identification number to the approved plans.

c. Thereafter, when the School District seeks a building permit based on stock building plans, the School District shall reference the stock identification number on the building permit application. No plan review fees shall be paid by the School District when utilizing previously approved stock building plans. All other applicable fees shall be paid by the School District.

d. Periodically, the City may review the standard building plans for compliance with the latest Building Code adopted by the City. Such review will be at the City's sole discretion and cost. When revisions to the building plans are required because of Building Code changes, then the School District shall bring the standard building plans into compliance if the School wants to utilize this Section. The City shall review the plans as revisions and not as a new submittal.

ARTICLE VIII
SUBDIVISION

Section 8.1. No Plat Required. The City acknowledges and agrees that the School District, by virtue of having eminent domain powers, is not required to plat property which is being used for school district purposes as a condition of any permit, approval or service provided by the City.

ARTICLE IX
TERM; DECLARATION OF PROPOSED DEVELOPMENT

Section 9.1. Term. All provisions of this Agreement shall be in full force and effect for the term of twenty-five (25) years from the Effective Date unless terminated sooner pursuant to this section. At any time after seven (7) years from the Effective Date, written notice of cancellation ("Notice of Cancellation") may be delivered by either party to the other party. This Agreement will terminate sixty (60) days after the date of the delivery of the Notice of Cancellation. A Notice of Cancellation must be authorized by majority vote of the

School Board or City Council, as appropriate. In the event that a Notice of Cancellation is delivered by one party to the other, during the intervening sixty (60) day period before the Agreement terminates, the parties agree to negotiate to resolve the issues which gave rise to the Notice of Cancellation. Before the date on which this Agreement terminates, the parties may, by majority vote of both the School Board and City Council, agree to extend the life of, or modify, this Agreement. The fact that negotiations are ongoing shall not affect the validity of the Notice of Cancellation or the termination date.

Section 9.2. Declaration of Proposed Development. For any site owned in fee simple by the School District which is to be developed for school district purposes, the School District may file with the City Liaison documentation identifying the site and declaring the intention of the School District to develop the site for school district purposes. The documentation shall also include proof of ownership of the site and state the general nature and extent of the proposed development. At any time within three (3) years of the filing of complete declaration documentation, the School District may submit a Site Development Plan for the site for review and approval under the terms of this Agreement. The development standards for the Site Development Plan shall be those which were in effect on the date that the complete declaration documentation was filed.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.1. Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters. No oral statements or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The parties agree that in entering into this Agreement they have relied solely upon the representations and agreements

contained in this Agreement and no others. Any consent, waiver, approval, or authorization under his Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization.

Section 10.2. Interpretation. The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof.

Section 10.3. Notice. All notices required to be in writing will be deemed to be delivered when (i) deposited in the U.S. Mail (postage prepaid); (ii) delivered to a courier delivery service for next working day delivery (delivery fee prepaid); (iii) delivered to a telegraph company for delivery as a telegram (delivery charges prepaid); or (iv) delivered to the offices named below at the addresses set forth below with a signed and dated receipt. **ANY NOTICE REQUIRING A RESPONSE IN LESS THAN FIVE (5) DAYS SHALL BE HAND DELIVERED**. When mailed, delivered by courier delivery service, or delivered to a telegraph company, the notice shall be addressed to the party at the address set forth below the party's respective names below, or at such other address or as may be specified from time to time by written notice delivered in accordance with this Section. Any notice delivered to the School District under this Section shall be addressed:

Round Rock Independent School District
Superintendent
1311 Round Rock Avenue
Round Rock, Texas 78681

with a copy hand-delivered to the School District Liaison at the School District Liaison's office.

Any notice delivered to the City under this Section shall be addressed:

City of Austin
City Manager
P. O. Box 1088
Austin, Texas 78767-1088

with a copy hand-delivered to the City Liaison's office and to the Office of City Attorney, City of Austin.

Section 10.4. Invalid Provisions. If any clause, sentence, provision, paragraph, section, or article of this Agreement is held by a court or competent jurisdiction to be invalid, illegal, or ineffective, that invalidity, illegality, or ineffectiveness shall not impair, invalidate, or nullify the remainder of this Agreement; and its effect shall be confined to the clause, sentence provisions, paragraph, section, or article held to be invalid, illegal, or ineffective.

Section 10.5. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies under or by reason of this Agreement upon any person other than the parties to this Agreement and their respective successor governmental entities. No assignment of this Agreement or of any right, duty, or obligation of performance under this Agreement, in whole or in part, shall be effective unless such assignment is approved in writing by both the School District and the City.

Section 10.6. Saturday, Sunday or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument should be a Saturday, Sunday, or legal holiday, compliance with such obligation or delivery shall be acceptable if performed on the next working day following the Saturday, Sunday, or legal holiday. For the purpose of this Section, a "legal holiday" means a state or federal holiday on which financial institutions or post offices in Travis County, Texas, are generally closed; and any holiday on which the business offices of the School District or the City are not open to the public.

Section 10.7. Exhibits. All recitals, schedules, or exhibits referred to in this Agreement are incorporated into this Agreement by reference for all purposes as if set forth at length and shall be deemed to be a part of this Agreement.

Section 10.8. No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the parties hereto.

Section 10.9. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

Section 10.10. No Waiver. No consent or waiver, express or implied, by a party to or of any default of any covenant or provision of this Agreement by the other party shall be construed as a consent to or a waiver of any other default of the same or any other covenant or provision of this Agreement.

Section 10.11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 10.12. Headings. The headings used in this Agreement are used for reference and shall not be used to interpret or limit the meaning of any provision of this Agreement.

Section 10.13. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives and successor governmental entities.

Section 10.14. Modification Procedure. Any modification, amendment or alteration of this Agreement shall only be effective and binding if the modification, amendment, or alteration is in writing and signed by the duly authorized representative of each party.

Section 10.15. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 10.16. Successor Entities. Any reference to any governmental entity, governmental department or governmental official or employee shall include any succeeding governmental entity, governmental department, or governmental official or employee assuming the responsible or function described by this Agreement.

Section 10.17. Dispute Resolution. Except when a party believes that a risk of irreparable harm exists, the City Manager and the School District Superintendent or their designees shall attempt to resolve disputes prior to the institution of litigation.

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF AUSTIN

Jesus Garza, City Manager — Date: 9-12-94

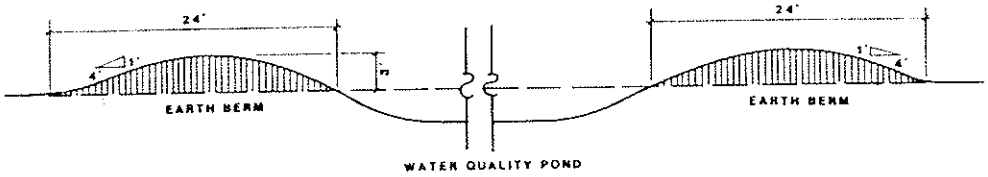
ROUND ROCK INDEPENDENT SCHOOL DISTRICT

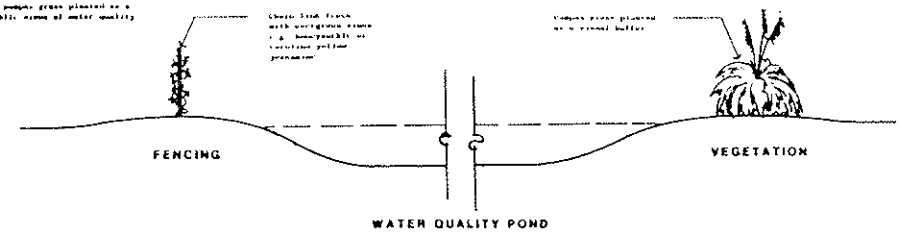
Tom Norris, Superintendent — Date: 9-26-94

WATER QUALITY POND REQUIREMENTS

Water Quality Pond requirements

Wherever possible a visual barrier in the form of earth berm(s), shrub line fencing planted with evergreen vines or pampas grass planted as a visual buffer shall be used to soften the public views of water quality ponds from adjacent streets





STREET YARD REQUIREMENTS

Plant trees in the street yard as defined by the Austin landscape ordinance at the following ratio

1 tree per 35 LNG S.F. or fraction thereof
Trees shall be minimum 2" caliper
This requirement shall be offset by preserving existing trees
Tree credit shall be given for each preserved tree over 4" caliper at the ratio of one credit for each four inch increment or fraction thereof of caliper inch of preserved tree

Trees greater than 19" in diameter remain protected according to the provisions of 13 - 7, article II

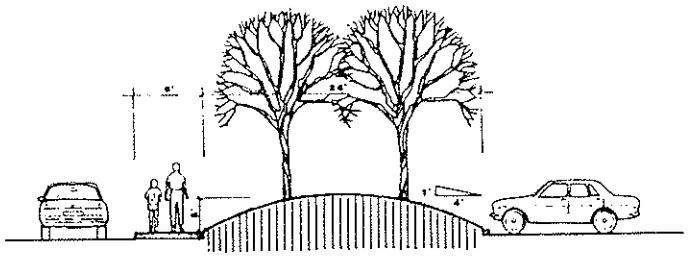
For existing trees other than those protected by City Ordinance the following provisions shall apply

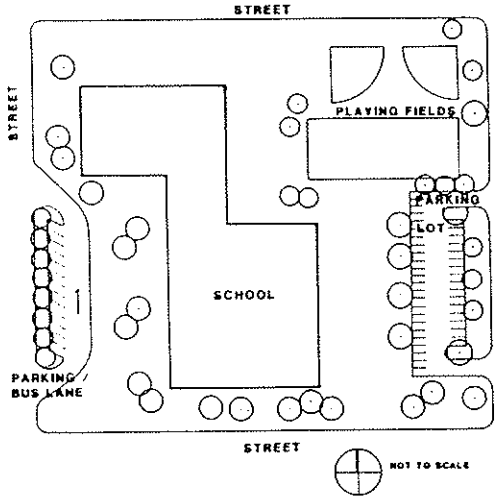
When an existing tree has to be removed due to lack of design alternatives which would otherwise result in the preservation of the tree in the judgement of the Owner it shall be replaced at the ratio of one (1) replacement caliper inch per one (1) removed caliper inch

When an existing tree is designated by the Owner to be removed and design alternatives may have resulted in the preservation of the tree; it shall be replaced at the ratio of one 2" caliper tree for each caliper inch of tree removed

Priority Placement

1. Beds and seat expanses for solar protection
2. Playing field vicinity for shade during warm months





IRRIGATION REQUIREMENTS

Provide water supplier valve set to control water use within 100' of every new tree

Irrigate playing field turf by means of underground sprinkler system

PARKING LOT TREE REQUIREMENTS

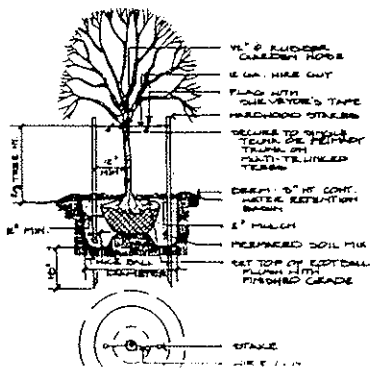
Plant trees in the vicinity of new or additions to existing parking lot(s) or use land(s) at the following ratios

1-30	spaces or less trees configuration	
		0 trees with minimum 2" caliper
31-60	spaces	10 trees with minimum 2" caliper
61-90	spaces	24 trees with minimum 2" caliper
91-120	spaces	32 trees with minimum 2" caliper
121-150	spaces	40 trees with minimum 2" caliper
151-180	spaces	48 trees with minimum 2" caliper
181-	spaces	0 trees with minimum 2" caliper per 60 parking spaces or fraction thereof

PARKING LOT SCREENING REQUIREMENTS

No landscaped parking lot islands or peninsulas required

No screen plantings around or in parking lots required. Grasses worth trees shall be used to buffer parking lots from adjacent streets where not Area site. (See diagram) Parking lots as defined for this ordinance shall mean paved surfaces used for parking facility, staff, student or visitor vehicles, and does not apply to fire, emergency or service access lanes



TREE LIST

Planted trees shall be selected from the table below

TABLE 2 - APPENDIX

Acacia farnesiana Huisache	Fraxinus pennsylvanica American Ash/Green Ash	Juglans microcarpa Texas Black Walnut	Pistacia chinensis Chinese Pistache	Quercus muhlenbergii Chinkapin Oak	Robinia pseudoacacia Black Locust
Acer grandidentatum Bigtooth Maple	Fraxinus greggii Arizona Cypress	Juglans nigra Black Walnut	Pistacia texana Texas Pistache	Quercus polymorpha Chinkapin Oak	Sapindus drummondii Western Soapberry
Acer rubrum Red Maple	Ilex vomitoria Yaupon	Juniperus ashei Juniper	Prunus caroliniana Cultivar/Compact/Espalier	Quercus shumardii Shumard Red Oak	Sophora affinis Eve's Necklace
Aesculus spp. Buckeye	Juniperus ashei Ashei	Juniperus virginiana, pendula Cedar Spire	Pterocarya stenoptera Wingnut	Quercus stellata Post Oak or Box Oak	Sophora secundiflora Texas Mountain Laurel
Bauhinia lanceolata Pink Orchid	Juniperus virginiana Texas Ash	Juniperus virginiana Eastern Red Cedar tree	Pyrus calleryana Cultivar Cherry Laurel	Quercus virginiana Live Oak	Taxodium distichum Bald Cypress
Carya illinoensis	Juniperus virginiana Eastern Red Cedar	Koelreuteria bipinnata Chinese Flame	Quercus fusiformis Escarpment Live Oak	Quercus virginiana Live Oak	Ulmus americana American Elm

AUSTIN INDEPENDENT SCHOOL DISTRICT

EXHIBIT "A"

LANDSCAPING STANDARDS

(The original Landscaping Standards document is on file with the City's Environmental and Conservation Services Department. A copy is attached as this Exhibit "A".)