

BRACKENRIDGE DEVELOPMENT AGREEMENT

AN

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AUSTIN

AND

THE BOARD OF REGENTS OF

THE UNIVERSITY OF TEXAS SYSTEM

TABLE OF CONTENTS

ARTICLE I	APPLICABILITY AND ADMINISTRATION OF AGREEMENT	
Section 1.1.	Purpose	4
Section 1.2.	Intent of the Parties	4
Section 1.3.	Property Description	5
Section 1.4.	Legal Lot Status	6
Section 1.5.	Annexation of Stratford Tract	7
Section 1.6.	City Approvals and Permits	8
Section 1.7.	Negotiated Development Regulations for Non-University Purposes	9
Section 1.8.	Negotiated Development Regulations Not Applicable to University Purposes	9
Section 1.9.	City Liaison	10
Section 1.10.	University Liaison	10
Section 1.11.	Land Sold by The University	10
Section 1.12.	Zoning at the Request of The University	12
Section 1.13.	Completion of Project	13
ARTICLE II	DEFINITIONS	
Section 2.1	Definitions	14
ARTICLE III	SITE DEVELOPMENT PLAN REVIEW	
Section 3.1.	University Review	44
Section 3.2.	Procedure for Submittal and Approval of Site Development Plans	44
Section 3.3.	No Waiver or Estoppel	44
Section 3.4.	Site Development Plans, Generally	45

Section 3.5.	Site Development Plans for Subdivisions and Infrastructure Construction	47
Section 3.6.	Reports Submitted with Site Development Plan	48
Section 3.7.	City and University Review and Evaluation Criteria	48
Section 3.8.	Findings	49
Section 3.9.	Notification of Approval	50
Section 3.10.	Approved Site Development Plan	50
Section 3.11.	Effect of Approved Site Development Plan	51
Section 3.12.	Minor Revisions to Approved Site Development Plans	52
Section 3.13.	Lapse of Approval	52
Section 3.14.	Water Quality Programs	53
Section 3.15.	Pre-Design Conference	54
 ARTICLE IV BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY		
Section 4.1.	Building Codes	55
Section 4.2.	Building Permit Required	55
Section 4.3.	Procedure for Submittal of Building Construction Plans	56
Section 4.4.	Building Construction Plan Review	56
Section 4.5.	University Rules	56
Section 4.6.	Designated Building Officials	56
Section 4.7.	Building Permit Application	57
Section 4.8.	Building Construction Plan Review and Building Permit Issuance	58
Section 4.9.	Approved Building Construction Plan Revision	59

Section 4.10.	Independent Certified Inspectors	60
Section 4.11.	Grading and Drainage Facilities	60
Section 4.12.	Building Permit Inspection	61
Section 4.13.	Audit of Independent Certified Inspectors	62
Section 4.14.	Layout and Foundation, Inspections	62
Section 4.15.	Certification by Independent Certified Inspectors	63
Section 4.16.	Final Inspections	63
Section 4.17.	Certificate of Occupancy	64
Section 4.18.	Expiration of Permits	64
Section 4.19.	Ratification of Previous Permits and Approvals	64
Section 4.20.	Alternate Materials and Methods of Construction	64
Section 4.21.	Signs	65
Section 4.22.	Resolution of Disputes Between the City and The University	65
Sec. 4.22.1	Three Step Dispute Resolution Process	66
Sec. 4.22.2	Four Step Dispute Resolution Process	67
Sec. 4.22.3	Dispute Resolution Panel	69
ARTICLE V	LAND USE	
Section 5.1.	North Tracts	71
Section 5.2.	Stratford Tract	78
ARTICLE VI	DEVELOPMENT STANDARDS AND OBJECTIVES	
Section 6.1.	Applicability	79

Section 6.2.	Amendment to The University Standards	79
Section 6.3.	Receipt of University Land Development Code and Manuals	80
Section 6.4.	Notice to City; Dispute Resolution	81
 ARTICLE VII TRACT SPECIFIC DEVELOPMENT REGULATIONS		
Section 7.1.	Boat Town Tract	82
Section 7.2.	Park Street Tract	84
Section 7.3.	Safeway Tract	85
Section 7.4.	Deep Eddy Tract	86
Section 7.5.	Town Lake Tracts	88
Section 7.6.	Stratford Tract	90
Section 7.7.	Schulle Branch Storm Water Pollution Mitigation	92
Section 7.8.	Overall Development Limitation	92
Section 7.9.	University Purpose Development on Tracts	93
 ARTICLE VIII SITE CONSTRUCTION STANDARDS		
Section 8.1.	Drainage and Grading	94
Section 8.2.	Temporary Erosion and Sedimentation Control	94
Section 8.3.	Permanent Erosion Control	95
Section 8.4.	Inspection of Temporary Erosion/Sedimentation Control Measures	95
Section 8.5.	Utility, Road and Driveway Construction	95
Section 8.6.	City Design and Construction Standards	96
Section 8.7.	Site Construction Issues	96

ARTICLE IX	SUBDIVISION	
Section 9.1.	Standards for Approval	97
Section 9.2.	Subdivision Standards	98
Section 9.3.	Financial Guarantee	100
Section 9.4.	No Subdivision Construction Agreement	101
Section 9.5.	Procedure for Plat Approval	101
Section 9.6.	Approval of Plat	102
Section 9.7.	Recordation of Plat	102
Section 9.8.	Replatting	103
Section 9.9	Amending Plat	103
Section 9.10.	Vacating Plat	103
Section 9.11.	Change of Ownership	103
Section 9.12.	Subdivision Construction Standards	105
ARTICLE X	WATER AND WASTEWATER FACILITIES	
Section 10.1.	Water Service Commitment	106
Section 10.2.	Water Supply	106
Section 10.3.	Water Usage Measurement	107
Section 10.4.	Wastewater Service Commitment	107
Section 10.5.	Wastewater Treatment Capacity	107
Section 10.6.	Water Conservation	107
Section 10.7.	Notice to City and Determination of Capacity	108
Section 10.8.	Site Specific Service Commitment	109
Section 10.9.	No City Capacity	109

Section 10.10.	Connection Fees	111
 ARTICLE XI ELECTRICITY		
Section 11.1.	Electricity	112
Section 11.2.	Electric Rates for Non- University Uses	112
Section 11.3.	No City Capacity	112
 ARTICLE XII TRANSPORTATION REQUIREMENTS FOR NORTH TRACTS		
Section 12.1.	T.A.R. Determination Report	113
Section 12.2.	Traffic Assessment	113
Section 12.3.	Transportation Improvements	114
Section 12.4.	Cost Participation	115
Section 12.5.	Implementation of Improvements	116
Section 12.6.	Construction Responsibilities	117
Section 12.7.	North Mopac Entry Ramp	117
 ARTICLE XIII PUBLIC IMPROVEMENTS		
Section 13.1.	City Standards and Specifications	119
Section 13.2.	Submission by Applicant to The University	119
Section 13.3.	Public Improvement Construction Plan Review	119
Section 13.4.	Public Improvement Construction Plans	119
Section 13.5.	Construction Plan Approval	120
Section 13.6.	Construction Plan Revision	121
Section 13.7.	Inspection by the City	121
Section 13.8.	Engineer's Concurrence Letter	122

Section 13.9.	Acceptance by City for Operation and Maintenance	122
Section 13.10.	Acquisition of Easements and Right-of-Ways	122
Section 13.11.	Credits	123
 ARTICLE XIV MODIFICATION		
Section 14.1.	Modification Procedure	124
Section 14.2.	Agent's Right to Modify	124
Section 14.3.	Method of Communicating	124
	Modification	
 ARTICLE XV DISPUTE RESOLUTION		
Section 15.1.	Informal Negotiations	125
Section 15.2.	Formal Negotiations/Review Panel	126
Section 15.3.	Commitment of Parties	130
Section 15.4.	Procedural Amendments	131
 ARTICLE XVI MISCELLANEOUS PROVISIONS		
Section 16.1.	Entire Agreement	132
Section 16.2.	Effective Date	132
Section 16.3.	Expiration of Agreement; Initial Term and Extension Period	132
Section 16.4.	Interpretation	133
Section 16.5.	Notice	133
Section 16.6.	Force Majeure	134
Section 16.7.	Invalid Provisions	135
Section 16.8.	Third Party Beneficiaries	136
Section 16.9.	Saturday, Sunday or Legal Holiday	136
Section 16.10.	Exhibits	136

Section 16.11. No Joint Venture, Partnership, Agency, Etc.	136
Section 16.12. Other Instruments	137
Section 16.13. No Waiver	137
Section 16.14. Applicable Law	137
Section 16.15. Headings	137
Section 16.16. Parties Bound	137
Section 16.17. Construction	137
Section 16.18. Counterparts	138
Section 16.19. Additional Regulations	138
Section 16.20. Adverse Ordinances	138
Section 16.21. Successor Entities	139
Section 16.22. Street Names	139
Section 16.23. Non-Discrimination	139
Section 16.24. Effect of Termination Prior to the Expiration Date	139

EXHIBITS:

A-1	Boat Town Tract
A-2	Park Street Tract
A-3	Safeway Tract
A-4	Deep Eddy Tract
A-5	Town Lake Tracts
A-6	Stratford Tract
B-1	Lions Municipal Golf Course
B-2	West Austin Youth Association
C	Stratford Tract Conservation Area

D

Water Facilities Improvements

E

Wastewater Facilities Improvements

BRACKENRIDGE DEVELOPMENT AGREEMENT
AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AUSTIN AND
THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

This Agreement (the "Agreement") is made and entered into by and between the City of Austin, Texas (the "City"), a home rule city, a municipal corporation and political subdivision of the State of Texas, situated in Travis and Williamson Counties, Texas, acting by and through its duly authorized City Manager pursuant to a duly adopted resolution of the City Council; and the Board of Regents of The University of Texas System ("The University") for and on behalf of The University of Texas at Austin.

W I T N E S S E T H:

WHEREAS, the City maintains that absent the provisions of this Agreement, the use or development of the Property for Non-University Purposes, is subject to zoning and all other police power regulations adopted by the City governing land use and development; and

WHEREAS, The University maintains it is a constitutionally mandated agency of the State of Texas, and as such it is not subject to ordinances, codes, regulations, or other laws or rules adopted and enforced by the City ("City ordinances and regulations"), as defined in Article II; and

WHEREAS, The University is the owner of that certain property commonly referred to as the "Brackenridge Tract" located in the City of Austin, Travis County, Texas, for purposes of this

Agreement being more fully described as eight separate tracts of land shown in Exhibits "A-1" through "A-6" and Exhibits "B-1" and "B-2" attached hereto and incorporated herein by reference; and

WHEREAS, The University seeks to utilize the Property for the best interests of The University and the State of Texas; and

WHEREAS, The University anticipates the possible development of the Property or portions thereof for "Non-University Purposes", as defined herein; and

WHEREAS, the development of the Property for Non-University Purposes will benefit the City by providing an additional property base for City tax revenues; and

WHEREAS, the parties seek to accommodate their mutual concerns related to future development of the Property for Non-University Purposes; and

WHEREAS, Article II of the October 1, 1987 Lease Agreement between The University and the City for the property described in Exhibit "B-1", commonly known as the Lions Municipal Golf Course (the "Golf Course"), provides for the automatic termination of said Lease Agreement on June 1, 1990 unless the Texas Legislature, during the Regular Session of the 71st Legislature, "...adopts a land use plan acceptable to..." the parties for the property therein described and commonly known as the Brackenridge Tract; and

WHEREAS, the purpose of this Agreement is to fulfill the lease provision referenced above and to establish mutually acceptable development regulations, validated by the Texas Legislature, which will be responsive to community needs and desires and will enhance

the environmental quality and economic value of the Property and surrounding land.

NOW, THEREFORE, in consideration of good and adequate consideration, the receipt of which is hereby acknowledged, The University and the City do hereby agree that the future development of the Property for Non-University Purposes shall be in accordance with the objectives, standards, use restrictions 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 agreed objectives, standards, restricted uses and procedures for the development and use of the Property for Non-University Purposes. This Agreement shall not in any way restrict the development or use of the Property for University Purposes. This Agreement also establishes the respective authorities, duties, and responsibilities of each party for the review and approval of development of the Property for Non-University purposes. Subject to the terms of this Agreement, The University shall retain exclusive control of the use of the Property, and the design and construction of Site Development features associated with the use of the Property for Non-University Purposes. In addition, this Agreement describes the utility needs for the Property and the City agrees to plan, fund and construct adequate utility capacities to serve the development of the Property in accordance with this Agreement.

Section 1.2. Intent of the Parties. It is the intent of the City and The University to promote high quality and environmentally responsible development of the Property for Non-University Purposes, which will respond to the needs and desires of the citizens of Austin as well as the best interests of The University and the State of Texas. It is the intent of The University to give the City as much advance notice as possible of the development of the Property for Non-University purposes. It is the intent of the

City to provide utilities, services and support to The University for development of the Property in accordance with this Agreement.

Section 1.3. Property Description. This Agreement applies to the real property described in the attached Exhibits "A-1" through "A-6" (the "Property"). Portions of the Property shall hereinafter be referred to as follows:

- a. "North Tracts" - all the real property described in Exhibits "A-1", "A-2", "A-3", "A-4" and "A-5";
- b. "Boat Town Tract" - all the real property described in Exhibit "A-1";
- c. "Park Street Tract" - all the real property described in Exhibit "A-2";
- d. "Safeway Tract" - all the real property described in Exhibit "A-3";
- e. "Deep Eddy Tract" - all the real property described in Exhibit "A-4";
- f. "Town Lake Tracts" - all the real property described in Exhibit "A-5", showing the location of the Biological Field Laboratory, The Brackenridge Apartments, and the Colorado Apartments; and
- g. "Stratford Tract" - all the real property described in Exhibit "A-6".

The Tracts described in the attached Exhibits "B-1" (the "Golf Course Tract" and "B-2", presently leased to the City and to The West Austin Youth Association, respectively, are not subject to this Agreement, except with respect to provisions specifically relating to these Tracts including but not limited to provisions appearing in Sections 1.4, 1.11, and 16.24.

The size and configuration of each Tract comprising the Property may be changed as a result of further agreements with the

City concerning land, including without limitation road vacations, land trades, or land purchases. Upon completion of an agreement with the City which alters the property description of a Tract, The University shall provide a metes and bounds description of the reconfigured Tract to the City Liaison. Unless otherwise agreed to, The University shall determine the Tract designation for any such new additions. The reconfigured Tract, including additions, shall be subject to the terms of this Agreement.

Section 1.4. Legal Lot Status. No later than ten days after the effective date of this Agreement ("Effective Date"), as defined in Section 16.2, the City shall deliver to the University Liaison a land status report for each of the Tracts identified in Exhibits "A-1" through "A-6" and "B-1" through "B-2". The land status reports shall certify each of the Tracts as a Legal Lot under City ordinances and regulations. If The University holds any ownership interest in a Tract or any portion of a Tract, that Tract or portion of a Tract shall remain a Legal Lot. The reconfiguration of a Tract pursuant to Section 1.3 shall not alter the Legal Lot status of the Tract. Each Legal Lot defined in this Agreement may be used for multiple building sites and multiple utility service connections without loss of its Legal Lot status. The sale of a portion of a Tract by The University shall not change the Legal Lot status of the portion of the Tract retained by The University. The sale of an entire Tract to a third party shall not change the Legal Lot status of the Tract and it shall be a Legal Lot in the hands of the third party. The sale of a portion of a Tract to a third

party shall create an additional Legal Lot containing the portion of the Tract sold, so long as prior to transfer of title The University completed the subdivision requirements of Article IX pertaining to the portion of the Tract sold to the third party.

Section 1.5. Annexation of Stratford Tract. By executing this Agreement, The University requests annexation of the Stratford Tract by the City for full purposes. The City agrees to complete the annexation of the Stratford Tract for full purposes no later than 90 days after the Effective Date of this Agreement. The parties agree that, simultaneously with annexation, the Stratford Tract shall be zoned "PUD" Planned Unit Development district under the City's zoning regulations. All variances, uses, site development regulations, and exceptions to City ordinances and regulations necessary to make development which conforms with the Agreement and The University Land Development Code and Manuals lawful under City ordinances and regulations shall be granted at the time of zoning. After zoning as a PUD the City further covenants and agrees not to change City ordinances and regulations applicable to the use or development of the Stratford Tract, including any zoning rollback or zoning change, without first obtaining the consent of the owner of the subject property and the University, so long as any portion of the Stratford Tract is subject to this Agreement. The City agrees to rezone any portion of the Stratford Tract in accordance with the actual use existing on the Property at the written request of the University. Compliance with the provisions of this Agreement shall be deemed to satisfy all requirements of the PUD

zoning and City ordinances and regulations. Any change to City ordinances and regulations, including zoning, affecting all or any portion of the Stratford Tract after no portion of the Stratford Tract is subject to this Agreement shall be in accordance with applicable requirements of state law and City ordinances and regulations.

Section 1.6. City Approvals and Permits. Any approval, permit, or Certificate of Occupancy issued by the City under this Agreement shall automatically transfer with the Property, or any part thereof, conveyed by The University to a third party and any subsequent transfer, so long as the property is subject to this Agreement; and such approval, permit, or Certificate of Occupancy shall be deemed to comply with all applicable City ordinances and regulations.

With respect to single family, two family and duplex residential development, a subdivision recorded, constructed, and accepted by the City, or any lot therein, shall satisfy and is hereby deemed to meet all City requirements and to have received all City approvals necessary for the purchase of water and wastewater taps and meters, and for the issuance of a Building Permit, at the time of such Building Permit application and upon compliance with the following requirements and approvals:

- a. Approved Building Construction Plans;
- b. Payment of applicable City fees;
- c. Purchase of appropriately sized water and wastewater taps and meters.

The right to purchase water and wastewater taps and meters and to obtain a Building Permit and to construct a building in compliance with the Building Permit shall automatically transfer with conveyance of a Lot.

Section 1.7. Negotiated Development Regulations for Non-University Purposes. All obligations of the parties for Site Development Plan review and approval, construction of improvements and utilities, the expansion of Public Improvements, and restrictions upon the use, occupancy, or development of the Property for Non-University Purposes are established by this Agreement and all such matters shall be determined solely by the terms of this Agreement. The parties agree that no existing or future City ordinances or regulations of any kind, except as specifically set forth herein, shall apply to the Property for so long as the Property is subject to this Agreement.

Section 1.8. Negotiated Development Regulations Not Applicable to University Purposes. None of the Negotiated Development Regulations of this Agreement relating to the development of the Property shall be applicable to the development and use of the Property for University Purposes and the execution of this Agreement by The University shall not be construed as a restriction of The University's right and authority to decide what is in the best interest of The University as to the use and development of the Property for University Purposes. No decision of The University as to use and development of its property for University Purposes is subject to or contestable under the terms of this

Agreement, including the dispute resolution procedures. It is not the intent or purpose of this Agreement to restrict nor control the use of Property for State Purposes, and any such uses shall be controlled by State law.

Section 1.9. City Liaison. The City shall, at all times, designate one upper level, full-time City employee to act as a general liaison with The University who will establish and maintain communication with The University and will handle and, if possible, resolve all issues and disputes relating to this Agreement ("City Liaison"). As set forth herein, communications to The University generally shall be transmitted to the University Liaison by the City Liaison.

Section 1.10. University Liaison. The University shall, at all times, designate one upper level, full-time University employee to act as a general liaison with the City who will establish and maintain communication with the City and will handle and, if possible, resolve all issues and disputes relating to this Agreement ("University Liaison"). As set forth herein, all University communication to the City shall generally be transmitted to the City Liaison by The University Liaison.

Section 1.11. Land Sold by The University. This Agreement shall remain in effect and continue to apply to any part of the Property sold by The University to a person or subsequent owners otherwise subject to City ordinances and regulations; and the respective obligations, rights, benefits, and duties of the City and The University under this Agreement shall continue to apply

during the term of this Agreement to the use and development of land sold by The University. The University may elect to terminate this Agreement with respect to property it conveys to a person otherwise subject to City ordinances and regulations by giving notice of its election to terminate to the City. The University must give no less than 30 day's advance notice to the City that the Agreement is to be terminated with respect to property which has been conveyed by The University and identified in the notice. Any portion of the Property sold to a third party and still subject to the terms of this Agreement shall be entitled to all the rights and benefits of this Agreement as if owned by the University except as set forth in Article IX pertaining to subdivisions.

At the request of The University any Tract or portion of a Tract sold by The University to a third party subject to City ordinances and regulations shall be zoned by the City under City zoning designations consistent with the provisions of this Agreement regulating the use and development of the designated Tract or portion of a Tract. Compliance with the City zoning process shall not be required. Any variances, approvals, and exceptions to City ordinances or regulations necessary to make development of the designated portion which conforms with this Agreement and The University Land Development Code and Manuals lawful under City ordinance and regulations, shall be granted. Any land so zoned shall not be subject to a zoning change without consent of The University and the owner so long as the land is subject to the Agreement.

Following the expiration or termination of this Agreement or the Agreement's application to any portion of the Property for any reason, an existing use, structure, or improvement on a portion of the Property, which use, structure or improvement complied with this Agreement, shall be a lawfully existing use and/or structure under City ordinances and regulations. The rebuilding of any said structure or improvement and the continuation of any said use shall be permitted after cessation of use, destruction, or damage from any cause. The owners of a destroyed or damaged structure or improvement shall have the right to reconstruct said structure or improvement in compliance with The University approved Site Development Plan for the Site or Lot and the building codes adopted by the City at the time of reconstruction. Any conflict between an approved Site Development Plan and the rules, regulations and ordinances of the City shall be resolved in favor of the Site Development Plan.

Section 1.12 Zoning at the Request of The University. At the request of the University any Tract or portion of a Tract shall be zoned by the City under City zoning designations consistent with the provisions of this Agreement and The University Land Development Code and Manuals regulating the use and development of the designated Tract or portion of a Tract. Compliance with the City zoning process shall not be required. Any variances, approvals, or exceptions to City ordinances and regulations necessary to make development which conforms with this Agreement lawful under City ordinances and regulations shall be granted. A request for zoning

by The University for any portion of the Property shall not waive or alter The University's position that it is not subject to zoning regulation by the City.

Section 1.13. Completion of Project. Development of land no longer subject to this Agreement may be completed in conformance with an approved and unexpired Site Development Plan and any permits issued under this Agreement, if the development is initiated no later than five years after the date the land was no longer subject to this Agreement and such development is diligently pursued to completion.

If, at the time the land is no longer subject to this Agreement, a Building Permit has been issued under this Agreement, the construction authorized by that Building Permit may proceed and a Certificate of Occupancy may be issued pursuant to the terms of this Agreement. If, at the time the land is no longer subject to this Agreement, a Building Permit has not been issued under this Agreement, development requiring a building permit shall proceed in accordance with the building codes and process adopted by the City. Any conflict between the approved Site Development Plan and the City's building codes shall be resolved in favor of the approved Site Development Plan.

**ARTICLE II
DEFINITIONS**

Section 2.1 Definitions. In this Agreement each of the following terms shall have the meaning assigned to it in this Article II:

Acceptable Level of Service. Acceptable level of service for a road or intersection means Level of Service "D" or better, as levels of service are defined by the Highway Capacity Manual.

Accessory Use. A use or activity which is incidental to and customarily associated with a specific principal use, and located on the same Site or Parcel unless otherwise specifically provided for by the Negotiated Development Regulations.

Agricultural Uses. Agricultural uses shall mean the on-site production of plant and animal products by agricultural methods for sale for profit.

Agricultural Sales and Services. An establishment engaged in sale from the premises of feed, grain, fertilizers, pesticides and similar goods or in the provision of agriculturally related services with incidental storage on lots other than where the service is rendered. Typical uses include nurseries, hay, feed and grain stores, and tree service firms.

Alteration. Any construction or physical change in the internal arrangement of rooms or the supporting members of a building or structure, or change in relative position of buildings or structure on a site, or substantial change in appearance of any building or structure.

Applicant. A Person, including The University applying for approval of a Site Development Plan, Building Construction Plans, Building Permit, or Certificate of Occupancy pursuant to this Agreement. Any Person so applying, other than The University, shall have a current written authorization from The University in order to act as an Applicant under this Agreement. An Applicant is not an assignee under the terms of Section 16.8. Nothing herein is intended to authorize or create any assignment of rights under the terms of this Agreement without the written agreement of the parties.

Art and Crafts Studio (Industrial). A use involving the production of works of art which require mechanical equipment exceeding two horsepower or a single kiln of eight kilowatts. This use may include the incidental sale to consumers of those works produced on site.

Automotive Rental. The rental of automobiles, non-commercial trucks, trailers, or recreational vehicles, including incidental parking and servicing of vehicles available for rent or lease. Typical uses include auto rental agencies, trailer rental agencies, and taxicab parking and dispatching.

Automotive Repair. The repair of automobiles, non-commercial trucks, motorcycles, motorhomes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include muffler shops, auto repair garages, tire sales and installation, wheel and brake shops,

body and fender shops, and similar repair and service activities, but excluding dismantling or salvage.

Automotive Sales. The sale or rental of automobiles, noncommercial trucks, motorcycles, motorhomes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, and boat, trailer, or recreational vehicle dealerships.

Automotive Washing. Washing and cleaning of passenger vehicles using automated equipment operated by one or more attendants.

Aviation Facilities. Runways, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair, storage, charter, sales, and rental of aircraft, and including activities directly associated with the operation and maintenance of airport facilities and the provision of safety and security.

Basic Industry. A use engaged in the basic processing and manufacturing of materials or products which are predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes utilizing flammable or explosive materials, or storage or manufacturing processes which potentially involve hazardous or commonly recognized offensive conditions. Poultry processing shall be included.

Beginning of Construction. The incorporation of labor and material within the foundation of a building or structure.

Best Management Practices. Innovative and practical urban management practices that can be used to mitigate development impacts, with a special emphasis on design considerations that maximize pollutant removal, reduce maintenance requirements and construction costs, and provide environmental amenities.

Bluff. An abrupt vertical change in topography of more than 40 feet with an average slope steeper than four feet of rise for one foot of horizontal travel.

Building. A structure having a roof supported by columns or walls for the shelter, support or enclosure of persons or property.

Building Codes. This term shall be specifically limited to the following identified codes and standards, including any subsequent editions and any amendments adopted pursuant to Article IV:

- a. Uniform Building Code. The 1988 Edition, published by the International Conference of Building Officials;
- b. Uniform Building Code Standards. 1988 Edition, published by the International Conference of Building Officials in conjunction with the Uniform Building Code;
- c. Uniform Mechanical Code. 1988 Edition published jointly by the International Conference of Building Officials and the International Association of Plumbing and Mechanical Officials;

- d. Uniform Plumbing Code. 1988 Edition, published by the International Association of Plumbing and Mechanical Officials;
- e. Uniform Fire Code. 1988 Edition published jointly by the Western Fire Chiefs Association and the International Conference of Building Officials;
- f. Uniform Fire Code Standards. 1988 Edition, a companion publication to the 1988 Uniform Fire Code containing standards of the American Society for Testing and Materials and of the National Fire Protection Association referenced by the 1988 Uniform Fire Code;
- g. National Electrical Code. 1987 Edition, published by the National Fire Protection Association;
- h. Uniform Building Code Supplements. Changes to Building Codes approved yearly between new editions of the Building Codes.
- i. Uniform Housing Code. 1988 Edition, published by the International Conference of Building Officials.
- j. Uniform Code For the Abatement of Dangerous Buildings Code. 1988 Edition, published by the International Conference of Building Officials.

Building Construction Plans. The drawings sealed by a licensed engineer or architect, or true reproductions thereof, showing the location, character, dimensions and details of a proposed building.

Building Coverage. The net horizontal area (expressed in square feet) of a Lot or Parcel covered by buildings or roofed areas, excluding incidental projecting eaves, balconies, and similar features and excluding ground level paving, landscaping, and open recreational facilities.

Building Maintenance Services. Establishments primarily engaged in the provision of maintenance and custodial services to firms rather than individuals. Typical uses include janitorial, landscape maintenance, or window cleaning services.

Building Permit. A permit issued by the City authorizing construction regulated by the Building Codes and issued on a form supplied by the City.

Building Setback Line. A line within a Lot parallel to and measured from a property boundary, public right of way, bluff line, or other designated line or geographic feature, establishing the boundary of a required yard and within this yard no building or portion of a building is to be constructed unless otherwise specifically authorized by this Agreement.

Campground. Campground facilities providing camping or parking areas and incidental services for travelers in recreational vehicles or tents. Typical uses include recreational vehicle parks.

Cemetery. Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematoriums, mausoleums and mortuaries when operated in conjunction with and within the boundaries of the cemetery.

Centerline. A line equidistant from the existing topographically defined channel boundaries of a creek or waterway. If not readily discernible, the channel boundaries shall be deemed to be, first, the low flow line; or, second, the boundaries of the two year flood plain.

Certificate of Occupancy. A certificate issued by the City after all final inspections have been completed and the building or structure complies with the Building Codes. A Certificate of Occupancy authorizes the occupancy of the building or structure in accordance with this Agreement and the Building Codes.

City Building Official. The director of the City's Building Safety Department or his or her designee whose duties are set forth in Article IV.

City Liaison. A City employee whose functions are described in Section 1.9.

City Ordinances and Regulations. All ordinances, codes, regulations, rules, review processes, fee schedules, or other development restrictions or laws of any kind enforced by the City, adopted by the City on or after the Effective Date.

Community Recreation. A recreational facility for use by the residents and guests of a particular residential development, planned unit development, church, private primary educational facility, private secondary educational facility, club or lodge, or limited residential neighborhood; including both indoor and outdoor facilities.

Compatible. Two or more different kinds of land uses existing together in harmony through the use of:

- a. Specific site development features, such as:
 1. building setback
 2. buffer landscaping
 3. open space
 4. height setback
 5. proximity and placement of vehicular and pedestrian access points
 6. lighting
 7. parking
 8. landscaping
- b. Various operating characteristics including without limitation to hours of operation, traffic generation, seating capacity, etc.

Condominium Residential. The use of a site for four or more dwelling units constructed with common or abutting walls and located on a commonly owned site together with common areas serving all dwelling units with the condominium group.

Conservation Area. Private or public land set aside to remain in a natural state to preserve wildlife habitat and open space.

Construction. The fabrication, enlargement, alteration, repair, or conversion of a building, structure, site development feature or public improvement.

Construction Sales and Services. Establishments or places of business primarily engaged in construction activities and incidental storage on Lots other than construction sites as well as the retail or wholesale sale, from the premises, of material used in the construction of buildings or other structures other than the retail sale of paint, fixtures and hardware.

Convenience Storage. Storage services primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding use as workshops, hobby-shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.

Cost of Improvements. The total expenses for a specific Public Improvement including, but not limited to, design and engineering fees, surveying fees, construction costs and inspection fees.

Detention Facilities. A privately owned and operated use providing housing and care for individuals legally confined.

Development. This term shall include buildings, roads and other structures, construction, excavation, mining, dredging, grading, filling, clearing or removing vegetation, and the deposit of refuse, waste or fill. The following activities are not "development", as that term is used in this Agreement: lawn and yard care, including mowing of tall weeds and grass; gardening; tree care and maintenance; removal of trees or other vegetation damaged by natural forces; utility, drainage, and street repair;

and maintenance and installation which does not require land disturbance or create additional impervious cover.

Discontinuance of Use. The intentional cessation or discontinuance of a use or activity, excluding temporary or short-term interruptions to a use or activity during periods of restoring, remodeling, maintaining, or otherwise improving a facility, or normal, seasonal cessation of a use, or other temporary cessation resulting from a change of use.

Disturbed Area. An area in which the natural vegetation or soil cover has been removed or altered, which is therefore susceptible to erosion.]

Drainage Facilities. The means by which a 25-year storm event is conveyed in an open channel or enclosed storm sewer pipe without adversely affecting upstream or downstream property. Also referred to as "drainage improvements".

Drainage Facility Report. A written analysis prepared by a Professional Engineer that identifies on-site and off-site drainage requirements and other information required under terms contained in Article VIII.

Duplex Residential. The use of a site for two dwelling units, within a single building other than a mobile home.

Equipment Repair Services. Repair of trucks of one ton or greater capacity, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, tractor and farm implement repair services, and machine shops, but exclude dismantling or salvage.

Equipment Sales. Sale or rental of trucks of one ton or greater capacity, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.

Existing Right-of-Way. Right-of-way accepted by the City of Austin as of the Effective Date of this Agreement.

Exterminating Services. Services related to the eradication and control of rodents, insects, or other pests with incidental storage on lots other than where the service is rendered.

Family Home. A family-based facility providing 24 hour care in a protected living arrangement for not more than six residents with certain physical or mental impairments (listed in this definition) and not more than two supervisory personnel. This classification is limited to homes for the care of persons suffering from orthopedic, visual, speech, or hearing impairments, Alzheimer's disease, pre-senile dementia, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, autism, or emotional illness. This classification does not include homes for persons with the above listed physical or mental impairments that are located within one-half mile of a previously existing family home use.

Floor Area Ratio. The ratio of gross floor area to the gross area of a Tract. Also referred to as "F.A.R.".

Funeral Services. An establishment engaged in undertaking services such as preparing the human dead for burial and arranging and managing funerals. Typical uses include funeral home or mortuaries.

Future Non-Site Traffic. The daily and peak hour traffic levels forecasted to exist at the time of a development's normal occupancy. The forecasted traffic levels will be based on all existing pre-development traffic levels plus traffic from non-site development anticipated to use the specific street or intersection. The non-site traffic levels may be based on recent, natural increases in traffic levels on the street or at the intersection.

General Retail Sales. The sale or rental of commonly used goods and merchandise for personal or household use. Typical uses include apparel stores or establishments providing the following products or services: household cleaning and maintenance products; drugs, cards, stationary, notions, books, tobacco products, cosmetics, and specialty items; apparel, jewelry, fabrics and like items; cameras, photography services; household electronic equipment, records, sporting equipment, kitchen utensils, small home appliances, art supplies and framing, arts and antiques, paint, interior decorating services, office supplies; bicycles; department stores, furniture stores, and automotive parts and accessories.

Grade. The horizontal elevation of a finished surface of the ground, paving, or sidewalk at a point where height is to be measured.

Gross Floor Area. Unless otherwise specified herein, the total enclosed area, expressed in square feet, of all floors in a building, measured to the surface of the exterior walls, having a clear height of more than six feet. The following areas are not included in calculating gross floor area: parking facilities and driveways, airspace above the atria ground floor, utility and mechanical structures, chimneys, cooling towers, elevator bulkheads, fire towers, gas tanks, stage towers, monuments, cupolas, domes and spires located on the top of a building.

Guideline(s). A statement of characteristics or design criteria considered desirable, but which are not required.

Height. The vertical distance from "grade" to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable on a pitched or hipped roof, or if none of the preceding, then to the highest point of a structure except as described below. As applied to a building, height is measured from an elevation derived from the average of the highest and lowest grade adjacent to the building. Utility and mechanical structures, chimneys, cooling towers, elevator bulkheads, fire towers, gas tanks, stage towers, monuments, cupolas, domes and spires located on top of a building are not included in the calculation or measurement of the height of the building.

Height Setback Area. A defined area in which building or structure height is limited or restricted for purposes of transition or compatibility.

Hospital Services (General). A facility providing medical, psychiatric, or surgical services for sick or injured persons primarily on an in-patient basis, and including ancillary facilities for out-patient and emergency treatment, diagnostic services, training, research, administration, and services to patients, employees, or visitors.

Hospital Services (Limited). A facility providing medical, psychiatric, or surgical services for sick or injured persons exclusively on an out-patient basis, including emergency treatment diagnostic services, training, administration, and services to out-patients, employees or visitors.

Independent Certified Inspector. Independent Certified Inspector means a person who has a least six 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 ("CABO"), for one and two family dwellings only; 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 applicant.

Impervious Cover. Impervious cover shall include the total horizontal area of all buildings, roofed or covered spaces, paved surface areas, walkways driveways and new streets within a Tract. Existing roadways, and pools, including without limitation

swimming pools, reflecting ponds, and fountains are excluded from this calculation.

Kennels. Boarding and care services for dogs, cats and similar small animals. Typical uses include boarding kennels, pet clinics, dog or cat hospitals, or dog training centers.

Landscaped Area. An area which is devoted to and consists of plant material, including but not limited to grass, trees, shrubs, flowers, vines and other groundcover, planters, brick, stone, natural forms, water forms, aggregate and other landscape features, but not including the use of smooth concrete or asphalt; provided, however, that the use of brick, stone, aggregate or other inorganic materials shall not predominate over the use of organic plant material.

Laundry Services. Establishments primarily engaged in the provision of laundering, dry cleaning or dyeing services. Typical uses include bulk laundry and cleaning plants, diaper services, or linen supply services.

Limits of Construction. The outer limits of the area which will be disturbed by a development activity including the area of all cuts, fills, regrading, structures, ancillary facilities, temporary utilities, temporary or permanent spoil storage areas, access roads, storage areas, staging areas and any other activities or facilities which may cause temporary or permanent loss of or damage to vegetation or disruption of the soil surface.

Lodging House Residential. The use of an owner-occupied

single-family residential structure to provide rooms for temporary lodging for overnight guests on a paying basis.

Lot. Lot means a lot shown on a subdivision plat created and recorded in the Travis County Plat Records in compliance with applicable City ordinances and regulations and state law; a lot shown on a subdivision plat created and recorded in the Travis County Plat Records in compliance with Article IX of this Agreement; a Tract or portion of a Tract deemed to be or certified as being a "Legal Lot" under Section 1.4, City ordinances and regulations, or state law; or a separate and distinct building site or Parcel of real property within a Tract. A Lot may also be a Parcel, a Site, or a portion of a Parcel or Site.

Lot Area. The gross horizontal area within a Lot expressed in square feet.

Lot Line. A line or series of connected line segments bounding a Lot as herein defined.

Maintenance and Service Facilities. A facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities, including an equipment service center, and similar uses having characteristics of commercial services or contracting or industrial activities.

Major Utility Facilities. Generating plants, electrical switching facilities and primary substations, refuse collection or disposal facilities, water and wastewater treatment plants, and similar facilities.

Manual. The City's Standards and Specification Manual, further identified in Section 13.1.

Manufacturing. A use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing.

Marina. The wet or dry storage and docking of seaworthy watercraft, including ramps and hoists for boats, for commercial purposes. Marinas also include docks, wharves, piers, floats, or any other similar structure erected, installed, placed, or maintained along a shoreline for the purpose of providing a stationary landing for the anchoring, monitoring, housing, or storing of more than three watercraft.

Mirrored Glass. Mirrored glass is any glass with a reflectivity index of greater than twenty percent (20%).

Mobile Home Residential. The use of a site for residential occupancy of mobile homes by families on a weekly or longer basis. Typical uses include mobile home parks or mobile home subdivisions.

Monitored Intersection. Any of the following intersections that may be impacted from a proposed development within the Property, to the extent the intersection is under the jurisdiction of the City for maintenance and control:

- a. Lake Austin Boulevard and Enfield;

- b. Lake Austin Boulevard and Exposition;
- c. Lake Austin Boulevard and W. 7th Street;
- d. Lake Austin Boulevard and Hearn Street;
- e. Lake Austin Boulevard and Atlanta;
- f. Exposition Boulevard and Enfield Road;
- g. Exposition Boulevard and Windsor Road;
- h. Enfield Road and Pecos Street;
- i. Enfield Road and Winsted Lane;
- j. Enfield Road and Newfield Lane;
- k. Northbound Mopac exit ramp and 5th Street;
- l. Northbound Mopac entrance ramp and 6th Street;
- m. Lake Austin Boulevard and Redbud Trail subject to the Capital Improvements Project condition; and
- n. Campbell and West 6th Street.
- o. Any driveway or any new street serving the proposed development intersecting Lake Austin Boulevard, Enfield Road, or Exposition.

Monitored Roadways. Either one or all of the following roads that may be impacted by traffic from a development within the property:

- a. Enfield Road, from the existing eastright-of-way line of Lake Austin Boulevard to the existing west right-of-way line of Winsted Lane;
- b. Exposition Boulevard from Lake Austin Boulevard to the existing north right-of-way line of Enfield Road;

- c. Lake Austin Boulevard from the existing north right-of-way line of Enfield Road to the existing west right-of-way line of Atlanta Street;
- d. Hearn Street from Lake Austin Boulevard to the existing north right-of-way of W. 7th Street;
- e. W. 7th Street from Lake Austin Boulevard to the existing east right-of-way of Hearn Street;
- f. Redbud Trail westerly from its intersection with the west right-of-way of Lake Austin Boulevard for a distance of 700 feet;
- g. Any new street intersecting with either Lake Austin Boulevard, Enfield Road; or Exposition Blvd within or serving the proposed development; and
- h. Any other streets, which The University may designate, that would be impacted by any proposed development.

Monument Retail Sales. An establishment primarily engaged in retail sales of monuments for placement on graves. Typical uses include sales, indoor or outdoor storage, and delivery of headstones, footstones, markers, statues, obelisks, cornerstones, and ledgers.

Multifamily. Occupancies or structures in which the primary use is the housing of three (3) or more families in a single structure.

Negotiated Development Regulations. Use and development standards established in this Agreement and, pursuant to this

Agreement, promulgated by The University in the University Land Development Code and Manuals.

Non-University Purpose. A use which is not a University or State Purpose as defined herein.

Offices. Offices or private firms or organizations which are primarily used for the provision of medical, professional, executive, management, or administrative services. Typical uses include administrative offices, and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, photocopy and reproduction, and business offices of public utilities, organizations and associations.

100-Year Flood. A flood which might be expected to be equaled or exceeded once in 100 years on the average, or has a 1% chance of occurring in any given year. Usually associated with the 100-year storm.

100-Year Floodplain. The land area adjacent to a waterway necessary to contain a 100 year flood under fully developed conditions.

100-Year Storm. A storm equaled or exceeded on the average once in 100 years (with given duration), or that storm having a 1% chance of occurring in any given year.

Parcel. A parcel shall mean a portion of a Tract.

Parking Facility. An area on a Lot or site or within a building, or both, which is elevated or below grade including one or more parking spaces together with driveways, aisles, turning and

maneuvering areas, clearances, and similar features meeting the requirements of The University Land Development Code and Manuals. The term "parking facility" shall also include accessory parking lots, parking garages, and parking structures, elevated parking structures, and parking structures for accessory parking or parking spaces, but shall not include private garages for four or fewer vehicles.

Pawn Shop Services. A use engaged in the loaning of money on the security of property pledged in the keeping of the pawnbroker, and the incidental sale of such property.

Person. Any individual, association, non-profit corporation, professional association, joint stock company, corporation, proprietorship, partnership, or joint venture or any agency or subdivision of the State of Texas.

Pet Services. Retail sales, veterinary services, grooming, and boarding of (when totally within a building) dogs, cats, birds, fish, or similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bathing and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.

Post-Development Traffic. The traffic levels forecasted to occur in conjunction with the normal occupancy of a development (described in the T.A.R.) and Future Non-Site Traffic .

Pre-Development Traffic. The existing traffic levels in vehicles per hour (vph) or vehicles per day (vpd) at specific

intersections or along specific streets at the time of the submittal of a Site Development Plan.

Principal Use. A use which fulfills a primary function of a household, establishment, institution, or other entity.

Private Primary Education Facilities. A private parochial school offering 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.

Private Secondary Education Facilities. A private or parochial school offering 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.

Professional Engineer. A person who has been duly licensed and registered by the Texas State Board of Registration for Professional Engineers to engage in the practice of engineering in Texas.

Property. Property subject to this Agreement as defined in Section 1.3 above.

Public Improvement. Any land, facilities or structures including, without limitation parks, 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 public agency or entity other than The University.

Public Primary Education Facilities. A public school offering 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 Secondary Education Facilities. A public school offering 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.

Railroad Facilities. Railroad yards, equipment servicing facilities, and terminal facilities.

Recreational Equipment Maintenance and Storage. The maintenance, service, or storage of sports equipment, watercraft, watercraft motors, trailers, motorcycles, and motorhomes.

Reflective Roofs. A Reflective Roof is a roof constructed with material having a reflectivity index of greater than twenty percent (20%).

Residence. Premises occupied as the abiding place of one or more persons in which the use and management of sleeping quarters and all appliances for cooking, ventilating, heating, or lighting are under one control, including without limitation one-family and two-family dwellings, duplexes, townhomes and condominiums, apartment houses, and boarding houses.

Resource Extraction. A use involving the on-site extraction of surface or sub-surface mineral products or natural resources. Typical extractive uses are quarries, burrow pits, sand and gravel operations, oil and gas extraction, and mining operations but does not include water wells.

Revegetation. The installation of trees, shrubs, grasses and wildflowers in an area after its disturbance, along with subsequent maintenance, intended to restore the area to a natural state.

Scrap and Salvage Services. Places of business primarily engaged in the storage, sale, dismantling, or other processing of used or waste materials which are not intended for re-use in their original forms. Typical uses include automotive wrecking yards, junk yards or paper salvage yards.

Screened or Screening. Shielded, concealed, and effectively hidden from the view of a person standing at ground level on an abutting site, or outside the area or feature so screened, by a fence, wall, hedge, berm, or similar architectural or landscape feature which is, or will grow to, at least six feet in height.

Sedimentation. Solid material, both mineral and organic, that is in suspension, is being transported or has been moved from its site of origin by air, water, gravity or ice and has come to rest on the earth's surface either above or below sea level.

Service Station. An establishment providing fuel, lubricants (including oil change facilities), parts and accessories, or and incidental services to motor vehicles.

Signs. Any device or surface on which letters, illustrations, designs, figures, or symbols are painted, printed, stamped, raised, projected, or in any manner outlined or attached and used for location and advertising purposes.

Single-Family Residential. The use of a site for only one dwelling unit, other than a mobile home.

Site. A site shall mean one or more subsections of the Property (which may also be referred to as a Tract, or Lot) described by metes and bounds and designated by The University in a Site Development Plan or set aside by The University for University or State Purposes.

Site Area. The calculated area within the Site.

Site Development. The construction and maintenance of any or all features shown on the Site Development Plan excluding the construction of buildings, and structures. Also referred to as Site Construction.

Site Development Plan. A plan, prepared to scale, showing accurately and with complete dimensioning, Public Improvements, buildings, structures and principal site development features, including parking, access, signs, landscaping and screening proposed for a specific Site. Site Development Plan shall include Site Development Plans for Subdivisions and Infrastructure Construction pursuant to Section 3.5.

Site Specific Service Commitment. The written response of the City to the Utility Facility Report transmitted by The University Liaison to the City Liaison pursuant to a Site Development Plan review as further defined in Article X.

Site Traffic. The net increase in daily and peak hour (traffic) trips estimated to be generated by a specific development in accordance with the latest edition of the Institute of

Transportation Engineer's (ITE) Trip Generation Manual or in accordance with data obtained from other traffic studies, acceptable to the City. The Site Traffic shall be the traffic attributable to a development, less any traffic from existing uses on the site, as calculated by the Trip Generation Manual.

Stables. An establishment for the boarding, breeding or raising of horses not owned by the occupants of the premises or rental of horses for riding by other than the occupants of the premises or their non-paying guests. Typical uses include boarding stables or public stables.

State Purposes. Any use of the Property by the State of Texas or any agency or subdivision thereof for a public purpose, including any uses or services incidental to said public purpose.

Stockyards. Stockyard services involving the temporary keeping of livestock for slaughter, market or shipping. Typical uses include stockyards, animal sales or auction yards.

Street. A public or private street which affords a primary means of access to abutting property, including all land within the right-of-way thereof.

Structural Alteration. Any change in the supporting members of a building such as bearing walls, columns, girders or beams more than eight feet long.

Structure. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

T.A.R. Determination Report. A traffic study and analysis as defined in Section 12.1.

Townhouse Residential. The use of a site for two or more townhouse dwelling units constructed with common or abutting walls, each dwelling unit being located on a separate Lot within the total development site, together with common area serving all dwelling units within the townhouse group.

Traffic Assessment Report (T.A.R.). A transportation planning and traffic engineering study prepared by a Professional Engineer under the direction of The University which presents information on existing traffic conditions; estimates and distributes Site Traffic; forecasts Future Non-Site Traffic; analyzes the capacities of Monitored Roadways and Monitored Intersections; and recommends necessary traffic and transportation improvements, if necessary, to maintain an acceptable level of service. Trip generation shall be based on the proposed land uses and densities according to the trip generation rates and procedures of the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. Levels of service for streets and intersections shall be calculated for Pre-Development and Post-Development traffic levels based on the latest Operational Analysis procedures from the Transportation Research Board report, Highway Capacity Manual.

Transitional Housing. A facility providing supervision or detention, or both, for more than 15 residents making the transition from institutional to community living. This classi-

fication includes pre-parole detention facilities and halfway houses for juvenile delinquents and adult offenders. This classification also includes overnight shelters for the homeless.

Two Family Residential. The use of a site for two dwelling units, each in a separate building, other than a mobile home.

University Building Official. A person, designated by The University, to perform the duties of The University Building Official described in Section 4.6.

University Design Professional. A person or persons, designated by The University to assist in discharging The University's obligation under this Agreement and who shall be authorized and responsible for reviewing and, when applicable, approving proposals, plans and construction for technical compliance with the Agreement and The University Land Development Code and Manuals.

University Purposes. The use and development of the Property, as determined by The University, for the furtherance of any constitutional or statutory purpose of The University, 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.

University Land Development Code and Manuals ("University Code and Manuals"). Regulations promulgated by The University pursuant to Section 6.1 and updated as needed pursuant to Section 6.2

containing development standards, building codes and other development requirements and construction specifications and procedures for development of the Property for Non-University Purposes under this Agreement.

University Liaison. An employee of The University designated by The University to perform the duties described in Section 1.9.

Use. The conduct or approval of an activity, or the performance of a function or operation, on a site or in a building.

Utility Facility Report. A written analysis prepared by a Professional Engineer which conforms with the requirements of Article X, and which identifies the water and wastewater facility requirements of a given development. The Utility Facility Report shall include, without limitation, projected meter sizings, line sizes, points of connection into the City's water and wastewater system, and the availability of such services to the site.

Vehicle Storage. Long term storage of operating or non-operating vehicles. Typical uses include storage of private parking tow-aways or impound yards, but exclude dismantling or salvage.

Veterinary Services. Veterinary services and hospitals for livestock and large animals, but does not include pet clinics, or dog and cat hospitals.

Warehousing and Distribution. Establishments or places of business primarily engaged in wholesaling, storage, distribution and handling of materials and equipment other than live animals and

plants. The following are wholesaling, storage and distribution use types:

- a. Limited Warehousing and Distribution. Wholesaling, storage and warehousing services within enclosed structures. Typical uses include wholesale distributors, storage warehouses or moving and storage firms.
- b. General Warehousing and Distribution. Open-air storage, distribution and handling of materials and equipment. Typical uses include monument or stone yards, grain elevators or open storage yards.

Water. "Water" as used in Article X, shall mean potable water meeting the requirements of the Texas Department of Health for human consumption and other domestic uses.

Working Day. Any day of the regular work week in which the offices of the City of Austin are open to the public. Any other reference to "day" shall mean a calendar day.

**ARTICLE III
SITE DEVELOPMENT PLAN REVIEW**

Section 3.1. University Review. Except for single family, two family, and duplex residential development and any use or structure existing on the Effective Date, no development for Non-University purposes shall be commenced, erected, placed, maintained or permitted to remain on any portion of the Property until a Site Development Plan has been approved by The University. The University may employ such professional consultants as it deems necessary to assist in discharging its duties under this Agreement.

Section 3.2. Procedure for Submittal and Approval of Site Development Plans. Submittal of a Site Development Plan for review and approval by The University shall be in accordance with the procedural rules promulgated by The University pursuant to Article VI and stated in The University Land Development Code and Manuals. The University may promulgate a shorter procedure for site developments consisting of five thousand or fewer square feet of floor space, and may revise the requirements of Sections 3.4, 3.5, and 3.6 as appropriate.

Section 3.3. No Waiver or Estoppel. Approval by The University of any Site Development Plan, specifications, drawings, or any accompanying materials or any other matters requiring approval by The University shall not constitute a waiver of, or create any right of estoppel against The University's right to withhold approval of any similar Site Development Plan, specifica-

tions, drawings, or any accompanying materials or any other matters requiring approval by The University.

Section 3.4. Site Development Plans, Generally. Site Development Plans, except for Site Development Plans for subdivision and infrastructure construction, 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; and
- b. the location, bearings and distances of boundary lines, easements, and required setbacks of all existing and proposed buildings and land improvements; and
- c. the location, height, and use of existing and proposed buildings on the site, and the approximate location of existing buildings within 50 feet of the building site; and
- d. building elevations with architectural elements; architectural elements such as windows, roofs, doors, exterior materials, or other design elements which will demonstrate that the proposed building(s) as designed is sympathetic to adjoining uses; and
- e. a dimensional control plan of existing and proposed site improvements including parking and loading areas, pedestrian and vehicular access, utility or service areas, fencing and screening, and lighting;

- f. 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; and
- g. the number of existing and proposed off-street parking and loading spaces; and
- h. a plan showing existing and proposed topography, clearing and grading, proposed drainage plans with erosion control measures and limits of construction; and
- i. proposed elevation contours with a two foot contour interval to be shown on the plans; and
- j. the location and size of proposed signs and the existing and proposed landscaped areas; and
- k. right-of-way lines of existing and proposed public streets and sidewalks immediately adjoining and within the site; and
- l. location of curb cuts for the site; and
- m. location of curb cuts for adjacent Lots or sites; and
- n. type of roof construction and where sprinklers and smoke domes are to be provided; and
- o. location of all building entrances; and
- p. construction details for all Site Development Plan improvements excluding Building Construction Plans.
- q. location of all fire zones.
- r. the Gross Floor Area of proposed development.
- s. impervious cover of the development expressed as square footage and as percentage of the Site and the Tract.

The Site Development Plan shall be signed, contain the seal of a Professional Engineer, and submitted on mylar or mylar sepia, 24 by 36 inches, drawn in ink to scale and sufficiently dimensioned.

Section 3.5. Site Development Plans for Subdivisions and Infrastructure Construction. A Site Development Plan for subdivision and infrastructure construction 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; and
- b. the location, bearings and distances of boundary lines, easements, and required setbacks of all existing and proposed buildings and land improvements; and
- 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 fully developed floodplain; and
- d. a plan showing existing and proposed topography, Limits of Construction, and proposed drainage patterns with erosion control measures; and
- e. right-of-way and paving dimensions and locations of existing and proposed public streets and sidewalks immediately adjoining and within the site; and
- f. a plan showing proposed location and size of any proposed water and wastewater mains; and
- g. location of curb cuts for adjacent Lots or sites.

The Site Development Plan shall be signed, contain the seal of a Professional Engineer registered in the State of Texas and be submitted on mylar, 24 by 36 inches in size, drawn to scale and sufficiently dimensioned.

Section 3.6. Reports Submitted With Site Development Plan.

If a proposed development will require shared parking, permanent water and wastewater service, drainage facilities, or on-site/off-site Public Improvements, the Applicant shall submit a shared parking report, a Utility Facility Report, or a Drainage Facility Report, as applicable, with the Site Development Plan. If a proposed development has access onto a Monitored Roadway the Applicant shall submit the T.A.R. Determination Report required by Section 12.1, and, if also required by Section 12.1, a Traffic Analysis Report with the Site Development Plan. Any deviations requested by the Applicant from The University's Land Development Code and Manuals shall be specifically identified in a separate report submitted with the Site Development Plan. The term "deviation" means a variance from an existing standard in the University Land Development Code and Manuals for a particular development. An approved deviation does not change the standard set forth in the University Code and Manuals as it applies to other Developments.

Section 3.7. City and University Review and Evaluation Criteria. Upon receipt of a Site Development Plan application or revision, The University shall transmit a copy of the Site Development Plan and all reports required pursuant to Section 3.6

to the City Liaison. The City shall have 21 days to review the Site Development Plan and reports and respond to the University Liaison with comments regarding compliance with this Agreement and The University Land Development Code and Manuals. The City shall distribute a copy of the Site Development Plan to the Austin Fire Department for its review and comment. The Fire Department review shall be in lieu of any fire safety reviews required by City ordinances and regulations. The University shall not be required to implement or enforce any comment from the City unless the comment accurately pertains to the requirements of this Agreement and The University Land Development Code and Manuals. The Site Development Plan shall be reviewed by The University for compliance with this Agreement and The University Land Development Code and Manuals. The University may, in its sole discretion, require compliance with or approve deviations from The University Land Development Code and Manuals.

Section 3.8. Findings. In addition to any other requirements imposed by The University, The University shall make the following findings before approving a Site Development Plan:

- a. that the proposed use and site development is compatible with existing or permitted uses;
- b. that the architectural elements of the proposed building or structure are sympathetic to buildings on adjoining
Parcels;

- c. that the Site Development Plan complies with this Agreement and The University Land Development Code and Manuals;
- d. that any required modifications to the Site Development Plan or deviations from The University Land Development Code and Manuals are reasonable and are the minimum necessary to limit potentially unfavorable impacts on adjoining Parcels; and
- e. that the City has committed to reserve within the City's water and wastewater system sufficient water and wastewater service capacity for the use and occupancy of the proposed Development as evidenced by a Site Specific Service Commitment issued by the City, which is acceptable to The University, or that another source for the required utility service has been secured and committed.

Section 3.9. Notification of Approval. After approval of a Site Development Plan pursuant to Section 3.8, The University shall transmit a copy of the approved Site Development Plan to the City Liaison along with a list of approved deviations and the expiration date of the Site Development Plan. Nothing in this Agreement shall be construed to require The University to reveal the identity of any person negotiating with The University with respect to the Property or the existence of any contract negotiation regarding the Property.

Section 3.10. Approved Site Development Plan. The Applicant may rely upon the approval of a Site Development Plan to prepare

Building Construction Plans. The Building Construction Plans shall conform to the approved Site Development Plan and the Building Codes.

Section 3.11. Effect of Approved Site Development Plan.

Except for the approval of Building Construction Plans and the purchase of appropriately sized water and wastewater taps, an approved Site Development Plan shall satisfy and is deemed to be the equivalent of meeting all City requirements and obtaining all approvals necessary for the issuance of a Building Permit at the time of an application for a Building Permit, including without limitation requirements for a City approved site plan, land use plan, planned unit development land use plan, driveway permit, site development permit, rough cut permit, clearing permit, conditional use permit, special permit, condominium or townhome site plan, waterway development permit, and any similar or corresponding provisions or approvals of any City ordinances and regulations. A Building Permit shall thereafter be issued by the City to the Applicant when the Building Construction Plans are approved as complying with the applicable Building Codes and the approved Site Development Plans and the applicant has purchased appropriately sized water and waste water taps. A Certificate of Occupancy shall thereafter be issued by the City to the Applicant upon the certification of completion of construction of improvements under the provisions of Section 4.16. The Applicant may begin site preparation work and utility construction in accordance with the Site Development Plan after the approval of the Site



Development Plan and specific written consent from The University that such work may begin. Subject to the conditions set forth in the Utility Facility Report, water and wastewater tap(s) may be purchased after approval of the Site Development Plan.

Section 3.12. Minor Revisions to Approved Site Development Plans. The University may approve minor revisions to an approved Site Development Plan in accordance with the procedural rules adopted by The University pursuant to Article VI. The notice requirements of Section 3.7 do not apply to minor revisions to an approved Site Development Plan. The University shall transmit to the City Liaison a copy of any approved revisions to the Site Development Plan. "Minor revisions" under this section are alterations to the approved Site Development Plan that:

- a. do not generate additional Site Traffic;
- b. do not increase Gross Floor Area;
- c. do not increase impervious cover; and
- d. do not create adverse impacts on adjoining parcels.

Section 3.13. Lapse of Approval. Unless a shorter time is specifically established as a condition of approval, an approved Site Development Plan shall lapse and become void three years following the date on which such approval became effective. Except as provided in Section 1.13, neither the expiration nor the termination of this Agreement shall alter in any way an approved Site Development Plan or the right to construct the Development described therein in accordance with the terms of this Agreement. 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 an approved use, or the Site, or any portion thereof, is occupied by an approved use (when no Building Permit or Certificate of Occupancy is required). 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. No sooner than six months before the expiration of an approved Site Development Plan, the Site Development Plan may be extended by The University for an additional period of one year, if before its expiration a written request for the extension is filed with The University and the City reissues or extends the Site Specific Service Commitment for the Development. The Site Specific Service Commitment described in Section 10.8 shall be extended by the City for an additional year if The University submits a written request for extension of Site Specific Service Commitment to the City within three months after receiving a request for extension of a Site Development Plan. A Site Development Plan that expires under this section must be resubmitted and approved by The University pursuant to this Article.

Section 3.14. Water Quality Programs. A proposed Site Development Plan for sites shall include a water quality program to mitigate non-point source pollution. The water quality program

shall be based on a Best Management Practices analysis of available methodologies. In developing the water quality program, the Applicant shall consider mitigation of the following pollutant categories: physical, chemical, pesticides, metals, sediments and biological.

Section 3.15. Pre-Design Conference. Before developing the water quality program required by Section 3.14, the Applicant shall meet with the designated University Design Professional to discuss and determine design parameters. The University shall provide at least fourteen days advance written notice of the date, time, and place of the meeting to the City Liaison. Appropriate representatives from the City shall be entitled to attend the meeting, provide information and data, and comment on the water quality design parameters for the Site. If the City does not attend the meeting, the University may proceed with the design of the non-point source pollution mitigation plan. Comments from the City representatives are not binding.

**ARTICLE IV
BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY**

Section 4.1. Building Codes. The Building Codes shall regulate the construction, renovation, occupancy, equipment, and maintenance of all buildings or structures used for a Non-University purpose. Except as specifically provided in this Agreement, any provision of the Building Codes incorporating by reference City ordinances and regulations or authorizing the building official (as defined within the Building Codes) to enforce any City ordinance and regulation, shall be non-operative and without force and effect as the Building Codes are applied to the Property. Pursuant to the procedures established by Section 6.2 the University may modify the Building Codes by adopting verbatim any amendments to the Building Codes adopted by the City, by further amendments that generally equal or exceed City Standards, and by adopting new editions of any of the individual codes collectively referred to as the Building Codes. The University shall notify the City Building Official in writing of any Building Code amendments adopted by The University. Any conflict between a provision of this Agreement and the Building Codes, shall be resolved in favor of the provision of this Agreement.

Section 4.2. Building Permit Required. Except as provided in Section 4.21 for signs, construction on the Property of a building or structure to be used for Non-University purposes, or the structural alteration or finish-out of an existing structure on the Property to be used for Non-University purposes, shall not

begin until after the Building Construction Plans required by this Agreement have been reviewed by The University and approved by the City, and after the City has issued a Building Permit for the construction.

Section 4.3. Procedure for Submittal of Building Construction Plans. An Applicant shall submit Building Construction Plans and an application for a Building Permit to The University for its review of both. Building Construction Plans, and all revisions thereto, submitted under this section shall be signed and sealed, as applicable, by an architect licensed in the State of Texas or a Professional Engineer, or both, certifying that the Building Construction Plans comply with the requirements of the approved Site Development Plan and the Building Codes.

Section 4.4. Building Construction Plan Review. The University shall review all Building Construction Plans for compliance with the approved Site Development Plan and Building Codes. The University may employ such professional consultants as it deems necessary to assist The University in this review.

Section 4.5. University Rules. Pursuant to Article VI, The University shall adopt and amend procedural rules for the submittal and review of Building Construction Plans.

Section 4.6. Designated Building Officials. Upon execution of this Agreement, the City shall designate in writing to The University Liaison, a person within the Building Safety Department or any succeeding City or governmental department having comparable authority, who shall be responsible for the receipt of Building

Construction Plans and Building Permit applications ("City Building Official"). Said City Building Official shall assist and coordinate issuance of Building Permits and Certificates of Occupancy by the City and the City's inspection of the project, if applicable. Upon execution of this Agreement, The University shall designate in writing to the City Liaison a person who shall assist and coordinate The University's efforts to transmit approved plans and notices to the City pursuant to the terms of this Agreement ("University Building Official"). Each of the parties hereto shall, at all times, have a designated Building Official and said Building Officials shall maintain open communication between The University and the City and shall attempt to resolve disputes and issues which are related to the Building Codes, Building Construction Plans, inspection, issuance of Building Permits, or Certificate of Occupancy issuance.

Section 4.7. Building Permit Application. An application for a Building Permit submitted pursuant to Section 4.3 shall be transmitted by The University Building Official to the City Building Official on behalf of the Applicant listed on the application. The application shall be accompanied by the Building Construction Plans reviewed by The University and a letter from The University stating that, after its review, The University found the Building Construction Plans to comply with the Site Development Plan and further stating if The University has decided to retain Independent Certified Inspectors pursuant to Section 4.10. The

application shall also include the certification by the architect or Professional Engineer required by Section 4.3.

Section 4.8. Building Construction Plan Review and Building Permit Issuance. After the City has received the information required by Section 4.7, all applicable City review fees, and water and wastewater taps (or adequate evidence of the future availability of water and wastewater taps), the City shall have 21 days to review the application and issue to the Applicant either a Building Permit or a complete written list of changes needed to bring the Building Construction Plans into compliance with the Building Codes. After making the changes necessary to bring the Building Construction Plans into compliance with the Building Codes, noted in the written list of changes, the Applicant shall resubmit the Building Construction Plans to the City. The City shall have ten days to review the resubmitted Building Construction Plans and issue to the Applicant either a Building Permit or a second written list of changes needed to bring the Building Construction Plans into compliance with the Building Codes. The ten day review period by the City shall apply to each additional resubmittal of the Building Construction Plans; provided, however, that after the City has reviewed and issued a correction list for two resubmittals of Building Construction Plans, any future changes to the Building Construction Plans requested by the City shall be limited to health and safety features only. If City inspectors are to be used, the City's full Building Permit fee shall be paid.

If Independent Certified Inspectors are to be used, the fee for a Building Permit shall be 60% of the normal Building Permit fee.

Section 4.9. Approved Building Construction Plan Revision.

Revisions to the Building Construction Plans shall comply with the Site Development Plan and the Building Codes. After issuance of a Building Permit, any revision to the approved Building Construction Plans shall be submitted by the Applicant to the University Building Official for review. After The University has reviewed the revision, it shall be submitted by the University Building Official to the City Building Official with a letter indicating The University's finding that the revision complies with the Site Development Plan. The City shall have ten days to review the revision and shall approve the revision no later than ten days after the City Building Official received the revision if it complies with the Site Development Plan and the Building Codes. 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 Codes. After making the changes necessary to bring the revision into compliance, the Applicant shall resubmit the revision to the City. The City shall have five 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 Codes. The five day review period by the City shall apply to each additional resubmittal of a revision to Building Construction Plans; provided, however, that after the City has reviewed and issued a correction list for two resubmittals

of a revision to Building Construction Plans, any future changes to the revision requested by the City shall be limited to health and safety features only.

Section 4.10. Independent Certified Inspectors. The University may, in its sole discretion, retain the services of Independent Certified Inspectors to carry out the duties outlined in this section pertaining to inspection of building construction. The University shall maintain an independent contractor relationship with all Independent Certified Inspectors and shall be solely responsible for retaining and paying for Independent Certified Inspectors. Agreed qualifications of an Independent Certified Inspector are described in Article II. After the City Building Official has verified the qualifications of the Independent Certified Inspector the City Building Official shall issue to the Independent Certified Inspector a written authorization to perform inspections and shall assign an inspector identification number to the Independent Certified Inspector. The specific inspections to be performed by an Independent Certified Inspector shall be the applicable inspections set forth in the Building Codes, except as provided in this Agreement.

Section 4.11. Grading and Drainage Facilities. When construction of all grading and drainage improvements to the Site is complete, a Professional Engineer shall submit a letter to The University stating that, in his or her opinion, the grading and drainage improvements have been constructed in compliance with the Site Development Plan (the "concurrence letter"). Upon receipt of

the concurrence letter, The University shall inspect the improvements and, if it so finds, shall issue a letter to the Applicant and the City Liaison stating that the grading and drainage improvements have been constructed and completed in compliance with the approved Site Development Plan and shall include with the letter a copy of the concurrence letter. If The University finds otherwise, The University shall provide a written report of changes necessary to complete the construction in compliance with the Site Development Plan. The report required by the previous sentence shall be provided to the Applicant and the City Liaison no later than ten days after receipt of the concurrence letter.

Section 4.12. Building Permit Inspection. After beginning construction pursuant to a Building Permit, inspections to confirm that the construction complies with the Building Codes and the approved Building Construction Plans will be performed by either an Independent Certified Inspector or a City inspector. The Applicant shall retain a copy of the approved Building Construction Plans, with approved revisions, at the site at all times when construction is occurring or inspections are requested. The University Building Official and the inspectors shall confer as to any dispute arising during construction regarding compliance with Building Construction Plans or Building Codes. While a dispute is pending, work may be stopped in the area of construction directly involved in the dispute only at the request of The University. Records of inspections shall be kept on City forms and the Independent Certified Inspectors shall report the results of all

inspections to the City pursuant to Section 4.15. In addition to the audits of the Independent Certified Inspectors authorized by Section 4.13, the City shall perform each final inspection required pursuant to an individual Building Code for a structure where the City will issue a Certificate of Occupancy.

Section 4.13. Audit of Independent Certified Inspectors.

During any construction project where Independent Certified Inspectors are used, the City Building Official may audit any of the inspections performed, except for the inspections subject to Section 4.14. The University and the City agree that the timing of the City Building Official's audit inspection shall not be revealed to The University or the Independent 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 University Building Official.

Section 4.14. Layout and Foundation, Inspections. Layout and foundation inspections and the documentation of such inspections shall be performed by a registered professional surveyor or a Professional Engineer. The layout inspection shall verify that the foundation slabs do not encroach upon any easements, building lines, or setback areas. The survey shall also certify that the slab elevations for one and two family dwellings meet HUD requirements. 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

University shall pay for the cost of the layout and foundation inspections.

Section 4.15. Certification by Independent Certified Inspectors. After the completion of an inspection required by the Building Codes and authorized by this Agreement, an Independent Certified Inspector performing the inspection shall execute and deliver to The University Building Official a certification which states (for example):

"This structure has been inspected according to the Building Codes; and based on the inspection has been found to comply with the requirements of the Building Codes, as adopted under this Agreement."

The certification required by this section shall be delivered to the University Building Official, and the University Building Official shall forward the certification to the City Building Official for notation of an approved inspection in the City's records.

Section 4.16. Final Inspections. Within ten (10) calendar days of The University's and the City Building Official's receipt of the written verification that the building has passed all inspections required by the Building Codes except final inspection a City inspector shall perform all final inspections required by the Building Codes. If the City inspector finds that the building, structure, or construction has not been completed in compliance with the Building Construction Plans and the Building Codes, the City inspector shall deliver to the contractor and the University

Building Official, no later than five days after a final inspection, a written list of changes necessary to achieve compliance. After the City inspector has certified the Applicant's compliance with the changes required by the City inspector, the construction shall have passed the final inspection and a Certificate of Occupancy shall be issued pursuant to Section 4.17.

Section 4.17. Certificate of Occupancy. The City shall issue a Certificate of Occupancy no later than seven days after certification by the City Inspector that all final inspections have been completed and the structure complies with the Building Codes.

Section 4.18. Expiration of Permits. The Building Codes shall control the expiration of Building Permits and Certificates of Occupancy.

Section 4.19. Ratification of Previous Permits and Approvals. The City hereby ratifies and acknowledges that all permits issued by the City for development of the Property before the Effective Date, including without limitation Building Permits, site development permits, and Certificates of Occupancy, were issued in accordance with all applicable requirements of City ordinances and regulations.

Section 4.20. Alternate Materials and Methods of Construction. The City Building Official shall approve any alternate materials and methods of construction not specifically prohibited by the Building Codes if, in the opinion of the City Building Official, the proposed material or method of construction is at least the equivalent of that authorized or required by the ap-

plicable Building Code in terms of suitability, strength, effectiveness, fire resistance, durability, safety, or sanitation.

Section 4.21. Signs. Before beginning the construction of a sign not attached to a building, plans demonstrating compliance with the National Electric Code, as adopted and/or amended by The University under Section 4.1, shall be approved by the City. 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 National Electric Code, as adopted and/or amended by The University under Section 4.1, the City shall issue a Certificate of Compliance for the sign.

Section 4.22. Resolution of Disputes Between the City and The University. Disputes between the City and The University (including an Applicant or Applicant's contractor) regarding approval of Building Construction Plans or revisions to Building Construction Plans, the interpretation of the Building Codes, issuance of a Building Permit, inspections, issuance of Certificates of Occupancy, building construction, and site construction shall be subject to the dispute resolution processes described in this Section and not the process described in Article XV. This dispute resolution process shall be followed in lieu of any process involving a City Board of Appeal or any board of appeal described in the Building Codes. During building construction, and pending the completion of the dispute resolution process, work may be stopped only in the area of building construction directly involved in the complaint and only at the request of the University. Any

dispute involving content of The University Land Development Code and Manuals shall be subject to the dispute resolution provisions of Article XV. It is agreed by the parties that the dispute resolution process set out in this Section shall be binding on the parties as binding arbitration under Texas and Federal Law.

The Three Step Dispute Resolution Process established by Section 4.22.1 shall be followed for all construction related disputes except disputes pertaining to the approval of Building Construction Plans or revisions, and the interpretation of the Building Codes, occurring before the issuance of a Building Permit and the beginning of building construction which disputes shall be subject to the Four Step Dispute Resolution Process established in Section 4.22.2. Disputes pertaining to revisions of Building Plans during building construction shall be subject to the Three Step Process of Section 4.22.1 along with the other construction related disputes.

Section 4.22.1. Three Step Dispute Resolution Process.

- a. Step One. Written notice of a dispute shall be given by the complaining party to the City Building Official and The University Building Official, except for site construction issues, in which case the notice of a dispute shall be given to the City Liaison and the University Liaison.
- b. Step Two. The City Building Official and The University Building Official or the City Liaison and the University Liaison, as applicable, shall negotiate and/or mediate

as appropriate in an attempt to resolve the dispute no later than two working days after receipt of the notice required by Step One. If the dispute is resolved within these two working days, a written notice signed by both Building Officials shall be sent to The University (including any Applicant or contractor) and to the City and any inspector involved. If the dispute is not resolved within two working days, the dispute shall be referred in writing by either or both Building Officials or Liaisons as applicable to the Dispute Resolution Panel established under Section 4.22.3.

- c. Step Three. The Dispute Resolution Panel selected under Section 4.22.3 shall establish its own rules and procedures and shall engage in whatever investigation it considers necessary to give a timely written decision regarding the disputed issues. The parties shall cooperate with the Panel in producing evidence, testimony, and other information as requested. The decision shall be made and signed by at least two of the three Panel members no later than three working days after receipt of the notice of referral required by Step Two. Expenses incurred in this dispute resolution process shall be shared equally by the parties.

Section 4.22.2. Four Step Dispute Resolution Process.

- a. Step One. Written notice of a dispute shall be given by the complaining party to the City Building Official and The University Building Official.
- b. Step Two. The City Building Official and The University Building Official shall negotiate and/or mediate as appropriate and attempt to resolve the dispute no later than two working days after the date the notice required by Step One is received. If the dispute is resolved, then a written notice signed by both the City Building Official and the University Building Official shall be sent to The University, the City, the Applicant, the contractor and any City inspector involved. If the dispute is not resolved, the matter shall be referred in writing by the City Building Official to the appropriate City technical board of appeal established by the City as a part of the City's equivalent building code.
- c. Step Three. The City's board of appeal shall convene and render its decision regarding the dispute no later than five working days after the date of the notice required by Step Two. The City Building Official shall give the University Building Official at least three days prior written notice of the time and place of the hearing by the City's board of appeal. If either the City Building Official or the University Building Official wishes to appeal the decision of the City's board of appeal, then said Building Official shall provide written notice of

that appeal to the other Building Official and to the Dispute Resolution Panel Members.

- d. Step Four. The Dispute Resolution Panel selected under Section 4.22.3 shall establish its own rules and procedures and shall engage in whatever investigation it deems necessary to give a timely written decision regarding the disputed issues to the Building Officials. The parties shall cooperate with the Panel in producing evidence, testimony and other information as requested. The decision shall be made and signed by at least two of the three Panel members no later than three working days after the notice of referral required by Step Three. Expenses incurred in this dispute resolution process shall be shared equally by the parties.

Section 4.22.3. Dispute Resolution Panel. A Dispute Resolution Panel shall be chosen for each Development project at the time The University notifies the City of its approval of a Site Development Plan pursuant to Section 3.9. The same Panel may serve for more than one Development project. The University shall select a panel member and an alternate. The University shall inform the City Building Official of the identity, address, and telephone number of the University's selected panel member and alternate as part of the notice of approval of a Site Development Plan pursuant to Section 3.9. No later than seven days after receiving this notice, the City shall provide written notice to the University Building Official and the panel member selected by The University

of the identity, address, and telephone number of the panel member and alternate selected by the City. The two panel members shall select a third panel member and an alternate and shall send notice of their selection to the City Building Official and the University Building Official no later than seven days after selection of the City's panel member. Any time the panel is needed and a panel member is unable to participate for any reason, that panel member's alternate may participate instead. Each member and alternate for the panel selected under this section shall be knowledgeable and experienced with construction issues in Austin and shall not be currently employed or under contract with the City or The University. This arbitration process shall be binding on the parties to this Agreement.

**ARTICLE V
LAND USE**

Section 5.1. North Tracts. When developing for Non-University Purposes, the following uses shall be prohibited as principal but not accessory uses on the North Tracts:

A. Deep Eddy Tract

1. Agricultural Uses
2. Agriculture Sales and Services
3. Art and Crafts Studio (Industrial)
4. Automotive Sales
5. Automotive Repair
6. Automotive Rental
7. Aviation Facilities
8. Basic Industry
9. Building Maintenance Service
10. Campground
11. Cemetery
12. Construction Sales and Service
13. Convenience Storage
14. Detention Facilities
15. Equipment Sales
16. Equipment Repair Service
17. Exterminating Services
18. Funeral Services
19. Kennels
20. Laundry Services

21. Maintenance and Service Facility
22. Marina
23. Mobile Home Residential
24. Monument Retail Sales
25. Pawn Shop Services
26. Railroad Facilities
27. Recreational Equipment Maintenance and Storage
28. Resource Extraction
29. Scrap and Salvage Services
30. Stables
31. Stockyards
32. Transitional Housing
33. Vehicle Storage
34. Warehouse and Distribution (General)
35. Warehouse and Distribution (Limited)

B. Park Street Tract

1. Agricultural Uses
2. Agriculture Sales and Services
3. Art and Crafts Studio (Industrial)
4. Automotive Rental
5. Automotive Repair
6. Automotive Washing
7. Aviation Facilities
8. Basic Industry
9. Building Maintenance Service

10. Campground
11. Cemetery
12. Construction Sales & Service
13. Detention Facilities
14. Equipment Sales
15. Equipment Repair Service
16. Exterminating Services
17. Funeral Services
18. Hospital Services (General)
19. Kennels
20. Laundry Services
21. Maintenance and Service Facility
22. Mobile Home Residential
23. Monument Retail Sales
24. Pawn Shop Services
25. Pet Services
26. Railroad Facilities
27. Resource Extraction
28. Scrap & Salvage Services
29. Service Station
30. Stables
31. Stockyards
32. Transitional Housing
33. Warehouse and Distribution (General)
34. Warehouse and Distribution (Limited)

C. Town Lake Tracts

1. Agricultural Uses
2. Agriculture Sales and Services
3. Art and Crafts Studio (Industrial)
4. Aviation Facilities
5. Basic Industry
6. Building Maintenance Service
7. Campground
8. Cemetery
9. Construction Sales and Service
10. Convenience Storage
11. Detention Facilities
12. Equipment Sales
13. Equipment Repair Service
14. Exterminating Services
15. Funeral Services
16. Hospital Services (General)
17. Kennels
18. Laundry Services
19. Maintenance and Service Facility
20. Mobile Home Residential
21. Monument Retail Sales
22. Pawn Shop Services
23. Pet Services
24. Railroad Facilities
25. Resource Extraction

26. Scrap and Salvage Services
27. Service Station
28. Stables
29. Stockyards
30. Transitional Housing
31. Warehouse and Distribution (General)
32. Warehouse and Distribution (Limited)

D. Boat Town Tract

1. Agricultural Uses
2. Agriculture Sales and Services
3. Art and Crafts Studio (Industrial)
4. Automotive Repair
5. Automotive Sales
6. Aviation Facilities
7. Basic Industry
8. Building Maintenance Service
9. Campground
10. Cemetery
11. Construction Sales and Service
12. Convenience Storage
13. Detention Facilities
14. Equipment Sales
15. Equipment Repair Service
16. Exterminating Services
17. Funeral Services
18. Hospital Services (General)

19. Kennels
20. Laundry Services
21. Lodging House Residential
22. Maintenance and Service Facilities
23. Major Utility Facilities
24. Mobile Home Residential
25. Monument Retail Sales
26. Pawn Shop Services
27. Private Secondary Education Facilities
28. Private Primary Education Facilities
29. Public Primary Education Facilities
30. Public Secondary Education Facilities
31. Railroad Facilities
32. Resource Extraction
33. Scrap & Salvage Services
34. Stables
35. Stockyards
36. Transitional Housing
37. Warehouse and Distribution (General)
38. Warehouse and Distribution (Limited)

E. Safeway Tract

1. Agricultural Uses
2. Agriculture Sales and Services
3. Art and Crafts Studio (Industrial)
4. Automotive Rental
5. Aviation Facilities

6. Basic Industry
7. Building Maintenance Service
8. Campground
9. Cemetery
10. Construction Sales and Service
11. Convenience Storage
12. Detention Facilities
13. Equipment Sales
14. Equipment Repair Service
15. Exterminating Services
16. Family Home
17. Funeral Services
18. Hospital Services (General)
19. Kennels
20. Laundry Services
21. Maintenance and Service Facilities
22. Major Utility Facilities
23. Marina
24. Mobile Home Residential
25. Monument Retail Sales
26. Pawn Shop Services
27. Public Secondary Education Facilities
28. Railroad Facilities
29. Recreational Equipment Maintenance & Storage
30. Resource Extraction
31. Scrap & Salvage Services

32. Stables
33. Stockyards
34. Transitional Housing
35. Vehicle Storage
36. Warehouse and Distribution (General)
37. Warehouse and Distribution (Limited)

Uses not expressly prohibited by this section are permitted as uses on the North Tracts. All existing uses are permitted uses on Tracts where they are presently located.

Section 5.2. Stratford Tract. Permitted uses for the Stratford Tract, when developed for Non-University Purposes, shall be restricted to the following:

- a. Single Family Residential
- b. Duplex
- c. Two Family Residential
- d. Townhouse Residential
- e. Condominiums
- f. Community Recreation

All uses not specifically permitted by this Section are prohibited uses on the Stratford Tract.

**ARTICLE VI
DEVELOPMENT STANDARDS AND OBJECTIVES**

Section 6.1. Applicability. For Non-University Purpose development, The University shall promulgate, and update as needed, development manuals ("University Land Development Code and Manuals"), which may include, without limitation standards and requirements relating to signs; landscaping; parking; driveways; Building Codes; performance standards; drainage and grading; erosion and sediment flow control; utility, road and driveway construction; blasting; soil disposal and stock piling; and tree protection and replacement. These development standards shall not be applicable to construction of single family, two family, and duplex residences, except for the Building Codes and temporary and permanent erosion control standards.

Section 6.2. Amendment to The University Standards. After notice to the City pursuant to Section 6.4, The University may from time to time amend, vary, replace, or rescind The University Land Development Code and Manuals. The University Land Development Code and Manuals shall be amended, varied, replaced, rescinded, or updated as needed for the Development of the Property under this Agreement, and the standards or requirements adopted by The University under this section shall generally equal or exceed City standards and requirements for construction quality, safety and environmental concerns, but each separate standard or requirement adopted by the University need not equal or exceed in detail the

City's standard so long as the overall effect generally equals or exceeds City standards and requirements.

Section 6.3. Receipt of University Land Development Code and Manuals. By execution of this Agreement, the City acknowledges receipt of one complete set of The University Land Development Code and Manuals which The University hereby adopts. The City further acknowledges that The University Land Development Code and Manuals received by the City fully comply with the requirements of this Agreement on the Effective Date. A list of the separate codes and manuals follows:

The University Land Development Code and Manuals.

I. Codes Comprising The University Land Development Code:

1. Drainage Code
2. Environmental Code
3. Building Codes
4. Transportation Code

II. Manuals Accompanying The University Development Code:

1. Administrative
2. Drainage
3. Environmental
4. Transportation
5. Utilities
6. Standards
7. Fire Protection
8. Building
9. Standards and Specifications

Section 6.4. Notice to City; Dispute Resolution. The University shall provide written notice to the City Liaison of a proposed amendment to The University Land Development Code and Manuals under Section 6.2, and shall state in its notice the date the proposed amendment is to become effective. The notice shall be provided no later than 30 days before the effective date of the amendment. The City may comment on the proposed amendment by delivering written comments to the University Liaison before the effective date of the amendment. If the City does not deliver a written comment, the effective date shall be the date as set out in the notice. If the City has no objection to a proposed amendment, the effective date of the amendment shall be the date the City provides written notice of no objection. Disputes concerning amendments to The University's Land Development Code and Manuals pursuant to this section and Section 6.2 shall be subject to the dispute resolution process established by Article XV.

ARTICLE VII
TRACT SPECIFIC DEVELOPMENT REGULATIONS

Section 7.1. Boat Town Tract. The following Negotiated Development Regulations apply to the Boat Town Tract:

- a. F.A.R. shall not exceed 0.4:1.0.
- b. The Height of any Structure shall not exceed 40 feet.
- c. The Building Setback Line is 10 feet from Lake Austin Boulevard . There is no Building Setback Line along Lake Austin.
- d. Building Coverage shall not exceed 50% of the gross area of the Tract.
- e. The Impervious Cover for the Boat Town Tract shall not exceed 80% of the gross area of the Tract.
- f. A maximum of 3 driveways shall be permitted along Lake Austin Boulevard.
- g. Special Provisions:
 - 1. Off-site parking shall be permitted on the Park Street Tract in conjunction with either a grade-separated pedestrian link or improvements to the Enfield Road - Lake Austin Boulevard intersection or Lake Austin Boulevard.
 - 2. Public access to Lake Austin shall be preserved in the Development of the Boat Town Tract and public access shall be provided simultaneously with substantial upgrading or expansion of the marina facilities.
 - 3. No reflective roofs shall be permitted within the Tract or on Marina facilities.
 - 4. The University shall give the City not less than 180 days notice should Development of the Boat Town Tract require removal or relocation of the City of Austin Lake Patrol facility which is located on the Tract.
- h. Provisions Regarding Marinas:
 - 1. Upgrading and/or expansion of the Boat Town Marina and docks shall be permitted; and such upgrading and/or expansion shall be controlled and regulated

by this Agreement. The extension of docks, lake surface boat storage and fishing piers shall not extend into the lake beyond a line 400 feet parallel to the western boundary line of this Tract; nor shall it extend more than 325 feet along the western boundary line of this Tract. Such 325 foot extension may begin at any point along the western boundary of the Tract.

2. The extension of patios, decks, and balconies shall not extend more than 125 feet over Lake Austin from the westerly boundary of the Tract. Patios, decks, and balconies over Lake Austin shall be constructed as extensions from structures within the Tract or on the roof of the Marina.
3. No wastewater facilities shall be built on or over the water.
4. No roof of the Marina, or deck built on top of the Marina, which covers both dock and water may extend more than 125 feet onto Lake Austin from the western boundary of the Tract.
5. Docks which extend more than 125 feet onto Lake Austin from the western boundary of the Tract may be covered, but such roofs may cover only the docks and boat stalls and not open water or channels.
6. The University shall obtain appropriate permits or approvals from the Lower Colorado River Authority and/or the U.S. Corps of Engineers which may be required for upgrading or expanding the Marina. LCRA advice and concurrence as to navigation and flood control issues shall be sought by the University.
7. Public recreational and fishing piers may be constructed outside the perimeter defined in Section 7.1.h.1.
8. Public Service facilities shall be located on the northern and/or western perimeter of the Marina in order to minimize activity near Tom Miller Dam.
9. City ordinances and regulations regarding marina and dock construction and lighting shall be guidelines for the expansion of the Marina facilities unless other standards are adopted by The University LDC and Manuals.

10. For and in consideration of the agreement by The University under Section 7.1.g.2 to reserve public access to Lake Austin, and in further consideration of the mutual terms and conditions of this Agreement, the City agrees to grant and convey a perpetual, nonexclusive easement to The University (the "Lake Bed Easement") no later than 30 days after the Effective Date. The Lake Bed Easement shall authorize use and development of all inundated land owned by the City and abutting this Tract for use and development authorized and conforming to the provisions of this section, this Agreement, and The University Land Development Code and Manuals.

Section 7.2. Park Street Tract. The following Negotiated Development Regulations shall apply to the Park Street Tract:

- a. The F.A.R. shall not exceed 0.45:1.0.
- b. The maximum Height of any structure shall be 5 stories, not to exceed 65 feet.
- c. The Building Setback Line along Lake Austin Boulevard for all uses shall be 35 feet from the existing right-of-way line. The Building Setback Line along Enfield shall be 25 feet for residential uses and 50 feet for non-residential uses, from the existing right-of-way line. The Building Setback Line is 10 feet from the property line separating the Tract from the Golf Course Tract.
- d. As applicable only to a 50 foot Building Setback Line along Enfield Road, the first 25 feet from Enfield Road shall have landscape and screening; it may also contain sidewalks and privacy fences. The area between 25 feet and 50 feet from Enfield Road may contain surface parking. The entire 50 foot building setback area may be used for recreational purposes. The requirements of this Section 7.2.d. are not applicable to the area contained within a twenty-five foot Building Setback Line for residential uses.
- e. Building Coverage shall not exceed 50% of the gross area of the Tract.
- f. The Impervious Cover for the Park Street Tract shall not exceed 80% of the gross area of the Tract.
- g. Height Setback from Enfield Road shall be as follows for other than residential Development:

1. Structures between 50 feet and 200 feet from the right-of-way of Enfield Road shall not exceed two stories or 30 feet in height;
2. Over 200 feet from the right-of-way of Enfield Road structures shall not exceed five stories or 65 feet in height.

h. Driveways:

1. Three driveways shall be permitted along Lake Austin Boulevard;
2. One driveway shall be permitted along Enfield Road, if the driveway is required for safety purposes, provided, however, that single family and duplex lots may each have one driveway onto Enfield.

i. Special Provisions:

1. No direct street through the Tract connecting Enfield Road to Lake Austin Boulevard shall be allowed except for safety purposes. It is the intent of the parties to discourage traffic flows across the Tract and various methods, including without limitation, crash gates and circuitous routes, may be used for this purpose;
2. Non-residential development shall be oriented away from Enfield Road;
3. Development for multifamily use shall be limited to a maximum of 22 units per acre;
4. Upon the mutual written agreement of the parties, land within the Tract may be exchanged on a square foot for square foot basis for land within the Golf Course and the Golf Course Lease shall be amended to make any changes agreed to by the parties.
5. Park Street may be upgraded to a cul-de-sac from either Lake Austin Boulevard or Enfield Road and does not constitute a "driveway" as limited by Section 7.2.h. above.

Section 7.3. Safeway Tract. The following Negotiated Development Regulations shall apply to the Safeway Tract:

- a. F.A.R. shall not exceed 0.45:1.0.

- b. The maximum Height of any structures shall be three stories, not to exceed 40 feet.
- c. The Building Setback Line shall be a minimum of 35 feet from the existing right-of-way of Lake Austin Boulevard and 25 feet from West Eighth and Newman Streets and 15 feet from the Exposition Boulevard right-of-way.
- d. Building Coverage shall not exceed 50% of the gross area of the Tract.
- e. Impervious Cover for the Safeway Tract shall not exceed 90% of the gross area of the Tract.
- f. Driveways:
 - 1. Two driveways shall be permitted along Lake Austin Boulevard.
 - 2. One driveway shall be permitted along Newman Drive, except as provided in Section 7.3.f.3.
 - 3. Two driveways shall be permitted along Exposition Boulevard.
 - 4. The University shall join the West Austin Neighborhood Group in requesting the closing of West Seventh Street between Newman Drive and Lake Austin Boulevard if the abandoned right-of-way is vacated and conveyed to The University at no cost to The University.

Section 7.4. Deep Eddy Tract. The following Negotiated Development Regulations shall apply to the Deep Eddy Tract:

- a. F.A.R. shall not exceed 0.45:1.0.
- b. The maximum Height of any structure shall be three stories, not to exceed 40 feet.
- c. The Building Setback Line for all uses, including residential, is 35 feet from the existing right-of-way of Lake Austin Boulevard. The Building Setback Line for non-residential uses shall be 50 feet from West Seventh Street and from Hearn Street. The Building Setback Line along West Seventh Street and Hearn Street is 25 feet for residential uses.
- d. Building Coverage shall not exceed 50% of the gross area of the Tract.

- e. Impervious Cover for the Deep Eddy Tract shall not exceed 80% of the gross area of the Tract.
- f. Height Setback restrictions for uses other than residential from West Seventh Street and Hearn Street shall be as follows:
 - 1. No structures within the first 50 feet from the right-of-way;
 - 2. After 50 feet from the right-of-way, structures shall not exceed 40 feet or three stories in height;
- g. Driveways:
 - 1. Five driveways shall be permitted along Lake Austin Boulevard;
 - 2. Three driveways shall be permitted along West Seventh Street;
 - 3. One driveway shall be permitted along Hearn Street.
- h. Special Provisions:
 - 1. Landscaped screening shall be provided within the first 25 feet from the right-of-way along West Seventh Street and Hearn Streets;
 - 2. No direct roadway through the Tract connecting any two public streets shall be allowed, unless required for safety purposes. It is the intent of the parties to discourage traffic flow across the Tract and various methods, including, without limitation, crash gates and circuitous routes, may be used;
 - 3. Areas for stormwater detention, if required, shall be incorporated into the site plan for the Deep Eddy Tract;
 - 4. Non-residential Development will be oriented away from West Seventh Street unless prevailing future uses along West Seventh Street become non-residential;
 - 5. Development density for multifamily use shall not exceed 22 units per acre.

Section 7.5. Town Lake Tracts. The following Negotiated Development Regulations shall apply to the Town Lake Tracts:

- a. F.A.R. shall not exceed 0.45:1.0.
- b. The maximum Height of any structure shall be 5 stories not to exceed 65 feet in the Brackenridge Apartment Parcel (the area west of the Biological Field Laboratory and east of Red Bud Trail). The maximum height shall not exceed 570 feet above the mean sea level elevation for the Colorado Apartment Parcel, where the Colorado Apartments are currently located (between the Biological Field Laboratory and Hearn Street). For each square foot of additional gross floor area above five stories not to exceed sixty-five feet on the Colorado Apartment Parcel, there shall be a reduction of one square foot of allowable impervious cover on the Colorado Apartment Parcel.
- c. Building Setback Lines:
 1. The Building Setback Line is 50 feet from Lake Austin Boulevard ;
 2. The Building Setback Line is 25 feet from Red Bud Trail and from Hearn Street;
 3. Subject to the provisions of Section 7.5.g.5. and 7.5.g.6, the Building Setback Line from Town Lake is 200 feet from the normal water elevation of Town Lake;
 4. There shall be a Building Setback Line along Schulle Branch shall be the 100-Year Floodplain or 10 feet from the high bank, whichever is greater.
- d. Building Coverage shall not exceed 50% of the gross area of the Tract.
- e. The maximum impervious cover for the Brackenridge Apartment Parcel, excluding the Primary Setback Area (Section 7.5.g.5.) and the Secondary Setback Area (Section 7.5.g.6.), shall be 75%.

The maximum impervious cover for the Colorado Apartment Parcel, excluding the Primary Setback Area (Section 7.5.g.5.) and the Secondary Setback Area (Section 7.5.g.6.) shall be 75%.

- f. Driveways:

1. Driveways on Lake Austin Boulevard shall not exceed the maximum number allowed by the City's Principal Roadway Ordinance at the time of execution of this Agreement;
2. One driveway shall be permitted on Red Bud Trail for emergency access only.

g. Special Provisions:

1. The existing Red Bud Trail Capitol View Corridor shall be protected.
2. Development density for multifamily use shall not exceed 16 units per acre.
3. The University shall use the Town Lake Comprehensive Plan as adopted by the City Council on January 26, 1989 as a guideline for the development of walks, trails, parkways, and open spaces in the Development of the Tract.
4. Until Temporary Erosion Controls are in place there shall be no clearing pursuant to a Site Development Plan within the Setback areas described in Section 7.5.g.5., except clearing for survey purposes.
5. Within the first 150 feet from Town Lake ("Primary Setback") of the total 200 foot Town Lake Setback Line, no surface or above ground parking area, structure or portion of a structure may be located on any land. This subparagraph shall not however apply to park related facilities including, without limitation, picnic tables, observation decks, trails, gazebos, pavilions, facilities and boat-houses for rowing activities or similar amenities located on land dedicated or used for park purposes. Maximum impervious cover in the Primary Setback area shall be fifteen percent (15%).
6. Within the 200 feet Town Lake Setback Line, the 50 feet most distant from Town Lake shall be known as the Secondary Setback area. Within the Secondary Setback area transition uses, including without limitation, fountains, patios, terraces, outdoor restaurants or similar amenities shall be allowed. Impervious cover shall be limited to thirty percent (30%) of the area within the Secondary Setback area.
7. Surface parking should be oriented along Lake Austin Boulevard and shall be screened along Lake Austin Boulevard at street grade. This screening shall

include dense massing of trees or shrubs, other wall or vegetative screening or berms. Topographic changes shall be considered.

8. Underground parking structures, constructed totally below grade can occur anywhere within the Tract.
9. Parking and structures above grade shall be creatively integrated architecturally with the building.
10. All on site utilities shall be located underground unless otherwise required by the utility providing the service.
11. Exterior mirrored glass is prohibited.
12. Trash receptacles, air conditioning and heating equipment, utility meters, loading areas, and external storage shall be screened from public right-of-way and Town Lake.
13. The Biological Field Laboratory, as shown on Exhibit A-5, will not be developed for a Non-University Purpose during the initial term or any Extension Period as described in Section 16.3. of this Agreement. The Colorado Apartment Parcel as shown on Exhibit A-5 and described above in Section 7.5.b. will not be developed for a Non-University Purpose any earlier than ten years after the Effective Date of this Agreement. The Brackenridge Apartment Parcel as shown on Exhibit A-5 and described in Section 7.5.b. will not be developed for Non-University Purpose any earlier than twenty (20) years after the Effective Date of the Agreement.
14. No reflective roofs shall be permitted.
15. All equipment and mechanical facilities on roof tops will be screened.

Section 7.6. Stratford Tract. The following Negotiated Development Regulations shall apply to the Stratford Tract:

- a. A maximum of 105 residential units shall be allowed on the Tract of which not more than 60 residential units may be on cluster/townhouse lots.
- b. The Height of any structure shall not exceed 35 feet.

- c. Impervious Cover for single family Lots shall not exceed 30% of the Lot. Impervious cover shall not exceed 60% of cluster/townhouse sites.
- d. The Building Setbacks Line along the top of the bluff "(Town Lake Bluff") shall be a minimum of 75 feet from the top of the bluff.
- e. Special Provisions:
 - 1. The existing Red Bud Trail Capitol View Corridor shall be protected.
 - 2. Where possible vehicular access to the condominium/townhome lots will not be on to Stratford Drive.
 - 3. A 50 foot setback from the top of the Bluff shall be a no disturb area as illustrated on attached Exhibit C. Access from the Bluffs to Town Lake will not be permitted. The area between the shoreline and the top of the bluff shall be a no disturb area.
 - 4. In the event of the realignment of Red Bud Trail and/or Stratford Drive, all existing rights-of-way not necessary for the realignment shall be conveyed and/or released back to the University at no cost to The University.
 - 5. All exterior surface building materials on lots adjacent to Town Lake shall be Natural Building Materials.
 - 6. Notwithstanding any other provision of this Agreement, non-point storm water pollution mitigation facilities shall be required only within the Condominium/Townhome Lots and not on streets.
 - 7. Conservation Areas to remain in a natural state for purposes of wildlife habitat preservation and open space shall be established as shown on attached Exhibit C. There shall be no Development within these Conservation Areas except for the realignment and construction of Redbud Trail and/or Stratford Drive. Walkways or trails for pedestrian use shall be permitted in Conservation Areas.
 - 8. There shall be no clearing allowed except for survey purposes pursuant to Site Development Plans until temporary erosion controls are in place.

Section 7.7. Schulle Branch Storm Water Pollution Mitigation. The University, in cooperation with the City, shall make water pollution mitigation technologies and certain lands within the Golf Course Tract and in and along Schulle Branch, available for the construction of sedimentation/filtration ponds or other approved structures that mitigate non-point pollution generated by the golf course and the contributing Schulle Branch Watershed. Similar land may be available along Schulle Branch within the Field Laboratory Parcel near Lake Austin Boulevard so long as it does not disturb the Laboratory research projects. The City shall be fully responsible for the cost of constructing and maintaining any such water quality structure. Should the University ever develop the Golf Course Tract, the University shall retain the right to relocate or have access to these structures for mitigation of pollutants caused by the development of the golf course.

Section 7.8. Overall Development Limitation. Development for Non-University Purposes on the North Tracts shall be limited to a cumulative total of One Million Seven-Hundred Thousand Square Feet (1,700,000) of gross floor area, which may be used for any of the uses under the terms of this Agreement; provided, however, the following formula shall be used to determine the amount of gross floor area attributable to residential uses:

[No. of Residential Units in Development divided by the
Max. Units per acre allowed on Tract times 43560 square
feet times Tract F.A.R. = Gross Floor Area attributable
to Residential use]

For example, the Town Lake Tract has a limit of 16 units per acre and a maximum F.A.R. of 0.45:1.0. A development having 48 residential units would equal three acres of residential use. The gross floor area attributable to this development would be as follows:

$$48/16 = 3 \times 43,560 \text{ sq. ft.} = 130,680 \text{ sq. ft.} \times .45 = 58,806 \text{ sq. ft. of gross floor area.}$$

This square footage would then be subtracted from the overall limit of 1,700,000 square feet as the individual tract limits.

Section 7.9. University Purpose Development on Tracts. When a portion of a Tract is used for University or State purposes, the gross area of the Tract shall be deemed to be reduced by the area so used for the purposes of calculating allowable Gross Floor Area, allowable impervious cover and allowable building coverage for the Tract. The Overall Development Limitation for all North Tracts (1,700,000 square feet of gross floor area) shall not be reduced by any development for University or State Purposes.

**ARTICLE VIII
SITE CONSTRUCTION STANDARDS**

Section 8.1. Drainage and Grading. The University shall include in The University Land Development Code and Manuals specific standards for drainage and grading, paying particular attention to HUD Standards, access, runoff problems and the 100 year flood plain. The proposed drainage and grading plan for a Site shall be contained within the Drainage Facility Report submitted under Section 3.6.

The following shall be designed and constructed to City standards: (a) connections to City drainage facilities; (b) drainage discharge into public right-of-way; and (c) extensions of public or private drainage facilities within public right-of-way. Drainage facilities within the Property shall be considered private by the City and shall be maintained by The University unless drainage easements for the facility are dedicated to the City and the City accepts the drainage facilities for maintenance and operation.

Any development within the Property shall conform to applicable Federal Emergency Management Administration flood plain and drainage standards and applicable state regulations.

Section 8.2. Temporary Erosion and Sedimentation Control. Temporary erosion and sedimentation control requirements of the City ordinances and regulations shall be met on the Property for site and building construction and shall be shown on the Site Development Plan.

Section 8.3. Permanent Erosion Control. The University Land Development Code and Manuals shall require permanent erosion controls for each Site.

Section 8.4. Inspection of Temporary Erosion/Sedimentation Control Measures. The City may enter a Site during construction to inspect the effectiveness of temporary erosion and sedimentation controls. Such inspection shall be coordinated with the University Liaison. No inspection by the City shall take place unless the University Liaison or his or her designee is present. The City shall be entitled to two inspections per calendar month. Additional inspection may be allowed at the discretion of the University Liaison.

Section 8.5. Utility, Road and Driveway Construction. All water, wastewater and electric utility lines, storm water facilities, and all roads and driveways within or adjacent to the Property and dedicated or conveyed to the City for ownership, operation, and maintenance shall be constructed in accordance with an approved Site Development Plan and the City Design and Construction Standards. All other utility lines and storm water facilities shall be constructed in accordance with The University Land Development Code and Manuals. Driveways and private streets that connect to public streets shall be designed and constructed to City Design and Construction Standards for those portions of the driveway and private street within the public right-of-way. The location of driveways and private streets and their point of connection to public streets shall be determined by an approved Site Development Plan.

Section 8.6. City Design and Construction Standards.

Notwithstanding any other provision of this Agreement, whenever this Agreement requires compliance with the City Design and Construction Standards, such compliance shall be limited to the design and construction requirements for the facility itself and shall not include any requirements not specifically stated in the then current written City Design and Construction Standards adopted in accordance with City ordinances and regulations. City Design and Construction Standards are not intended to include and The University is not subject to regulations concerning the location of the facility, environmental protection devices to be used during and after construction, cut and fill limitations or any other requirements, processes and approvals which are addressed in the Site Development Plan.

Section 8.7. Site Construction Issues. Any questions or issues arising during site construction shall be communicated by the complaining party to the City Liaison and The University Liaison who together shall attempt to resolve any problems, issues or questions before submitting the dispute to the dispute resolution provisions in Section 4.22.

**ARTICLE IX
SUBDIVISION**

Section 9.1. Standards for Approval. If the University decides to plat a portion of the Property, the subdivision and platting standards established by this Article shall be the sole and only rules and regulations affecting platting and subdivision of the University's Property, or any part of the University's Property. Platting and subdivision of the Property or any portion thereof shall not be a requirement of the City's issuance of a Building Permit, a Certificate of Occupancy, utility connection, or determination of Legal Lot status. Portions of Tracts, which have been subdivided/platted as Lots by The University, in accordance with this Article IX, may be thereafter sold to third parties as Legal Lots. Any subdivision plat by The University of all or a portion of the Stratford Tract, and any amendments, replatting, or vacation of such plat, shall comply with this Article.

An approved Site Development Plan for subdivision and infrastructure construction shall be required before the submittal of a final plat that establishes a new street or widens an existing street. The final plat shall comply with the requirements of the approved Site Development Plan. No Site Development Plan for subdivision and infrastructure construction shall be required before approval of a final plat if the plat meets the following requirements:

1. each lot shown on the plat abuts an existing public street;
2. no new public street or extension of an existing public street is necessary to provide adequate traffic circulation; and
3. no additional drainage facilities are needed other than those which have previously been constructed, or adequate arrangements have been made to build any required drainage facilities.

Section 9.2. Subdivision Standards. A subdivision plat of the Property, or any portion thereof, shall include the following items:

- a. The date, north point, scale: 1" = 100', name of subdivision, location sketch showing subdivision in relation to public streets or alleys, Lot and block numbers, and acreage or square footage of subdivision;
- b. the names and property lines of adjoining owners with deed references, and adjoining subdivisions with Lot and block number and plat reference;
- c. the location of the centerline of existing and proposed water courses, drainage and transportation features; names, location, size (of both right-of-way and pavement width), and grades of existing and proposed streets, alleys, and easements bordering or within the subdivision;

- d. centerline radii, radii at all intersection corners, and tangents between proposed reverse curves for all proposed streets;
- e. data to readily determine and reproduce on the ground the location, bearing, and length of every street line, Lot line, boundary line, and block line. The data shall be established by a survey made on the ground by a registered public surveyor;
- f. a certification that all survey related items shown on the plat are correct, bearing the signature, seal, and date signed, of the registered public surveyor making the survey;
- g. the location of the 100-year flood plain of any watercourse, referencing the Federal Flood Insurance rate map, panel number, and date of study;
- h. a certification by a Professional Engineer that the flood plain information and other engineering related items on the plat are correct, bearing the signature, seal, and date signed by the Professional Engineer;
- i. a restriction prohibiting occupancy of any Lot until connection is made to a water and wastewater system approved by the Texas Department of Health;
- j. if the plat is a resubdivision, a note stating what restrictions from previous plat, if any, apply;

- k. signature block for presiding officer and secretary of the Planning Commission, attesting approval of the plat; and
- l. a recording certificate for county clerk's office with "Filed for Record" note;
- m. describe the subdivision by metes and bounds;
- n. locate the subdivision with respect to a corner of the survey or tract or an original corner of the original survey of which it is a part;
- o. state the dimensions of the subdivision and of each street, alley, square, park, or other part of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alley, square, park, or other part; and
- p. the owner or proprietor of the tract or the owner's or proprietor's agent must acknowledge the plat in the manner required for the acknowledgement of deeds.

Section 9.3. Financial Guarantee. So long as The University holds any ownership interest in the Parcel being subdivided, no cash escrow, letter of credit, or any other form of financial guarantee for the completion of any subdivision improvement on the Property, or any part thereof, or for restoration of disturbed area within the Parcel being subdivided, shall be required before: (i) the City's approval of the plat; (ii) recordation of the plat in the Travis County Plat Records; (iii) the City's approval of the subdivision construction plans; or (iv) acceptance of any of the

subdivision infrastructure by the City for ownership, operation, or maintenance.

Section 9.4. No Subdivision Construction Agreement. The University shall not be required to execute a subdivision construction agreement before filing a subdivision plat with the City, obtaining City approval of the plat or having the approved plat recorded.

Section 9.5. Procedure for Plat Approval. The University may request approval of a plat under this Article by transmitting a copy of the proposed plat to the City Liaison, accompanied by the applicable City review fee established by City ordinances and regulations. The fee for review of the plat shall not exceed the reasonable cost to the City for such review. City staff shall provide written comments to the City Liaison and the University Liaison no later than seven days after the date the request for plat approval was filed with the City Liaison. A plat that complies with this Article shall be considered and approved by the City Planning Commission no later than 30 days after the date the plat was filed with the City Liaison; and if the Planning Commission has not approved such a plat on or before the expiration of the 30 day period, the plat shall be deemed to be approved. If the City staff fails to deliver written comments regarding the proposed plat to the University Liaison no later than seven days before the date of the Planning Commission meeting at which the plat will be considered, the Planning Commission shall take no action in regard to the plat and the plat shall be deemed approved.

If the plat is approved under this section without Planning Commission action, the presiding officer of the City Planning Commission shall sign a certificate, attested by the Planning Commission's secretary, stating the date the plat was filed and that the Planning Commission failed to act on the plat within 30 days after the date the plat was filed with the City and that it is approved. The original of the plat along with the certificate shall be delivered to the University Liaison no later than 45 days after the date The University filed the plat with the City. The University may submit the plat and the affidavit to the Travis County Clerk for recordation.

Section 9.6. Approval of Plat. The parties agree that all state law requirements governing the approval of plats are satisfied by the terms of this Agreement and that the City Planning Commission shall approve any plat filed by The University if the plat complies with the standards set forth in this Article. The City's approval of a plat that is not recorded shall expire one year after the date of the City's approval.

Section 9.7. Recordation of Plat. The City shall submit an approved plat to the County Clerk of Travis County for recordation within ten days after the occurrence of the last of these three events: the approval of its plat as set forth in Section 9.5, The University's written request to the City Liaison for recordation of the approved plat, and The University's payment to the City of the recordation fees for the approved plat.

Section 9.8. Replatting. The replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:

1. is signed and acknowledged by only the owners of the property being replatted;
2. is approved, after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard, by the municipal authority responsible for approving plats; and
3. does not attempt to amend or remove any covenants or restrictions.

The City shall approve, within forty-five days from date of application, a replat that complies with the provisions of this Section 9.8 and the standards set forth in this Article IX.

Section 9.9. Amending Plat. With respect to any portion of the Property owned by The University, the City shall approve, within thirty (30) days from date of application, an amending plat that may be recorded and is controlling over the recorded plat without vacation of the recorded plat, if the amending plat is signed by an authorized agent of The University, is amended for one or more of the purposes authorized by state law and complies with the standards of Article IX.

Section 9.10. Vacating Plat. The University shall comply with requirements of state law when vacating a plat.

Section 9.11. Change of Ownership. If The University sells all of the Lots shown on a plat approved and recorded pursuant to

this Article to a single purchaser before the subdivision improvements, if any, have been completed and accepted, The University shall require, as a condition of closing, that the purchaser execute a Subdivision Construction Agreement required by City ordinances and regulations and post with the City the financial guarantee, if any, required by City ordinances and regulations.

If a Public Improvement to be built as part of subdivision not owned by The University is needed to provide utility, drainage, or road service to any portion of the Property, the City shall, at the written request from The University delivered to the City Liaison, make a demand upon the subdivider of the subdivision (or other responsible person) to begin construction of the Public Improvement within the time period requested by The University. The City shall determine no later than 120 days after the date the City Liaison receives The University's request whether the subdivider (or other responsible person) will not or cannot construct the needed Public Improvement within the time period requested by The University. If the City determines that the subdivider (or other responsible person) will not or cannot construct the Public Improvement as requested by The University, the City shall draw upon any financial guarantee posted for the Public Improvement an amount equal to the estimated cost of engineering and constructing said Public Improvement, if such draw by the City is authorized under the terms and conditions under which the financial guarantee is posted.

All funds drawn from the financial guarantee shall be held in escrow by the City. If The University constructs or contracts to

have the Public Improvement constructed, the City shall reimburse to The University out of the funds held in escrow the engineering, construction, and inspection costs of constructing the Public Improvement. The City shall reimburse funds equal to the authorized costs documented by The University no later than 30 days after The University's request for reimbursement. If the funds previously drawn by the City are insufficient to fully reimburse The University, the City shall draw additional funds from the financial guarantee, if such draw by the City is authorized under the terms and conditions under which the financial guarantee is posted.

Section 9.12. Subdivision Construction Standards. The subdivision construction standards for Public Improvements shall be the City's then current standard specifications adopted in accordance with City ordinances and regulations.

**ARTICLE X
WATER AND WASTEWATER FACILITIES**

Section 10.1. Water Service Commitment. The City hereby commits to provide levels of water service to the Property to meet the requirements of uses described in this Agreement. If The University has complied with the requirements of this Article X, the City shall issue such water meters as may be required by an Applicant. This commitment of water service to the Property shall not expire so long as this Agreement is in effect and shall not be restricted or modified by any City ordinances and regulations. In this Article, "water" means potable water meeting the requirements of the Texas Department of Health for human consumption and other domestic uses.

Section 10.2. Water Supply. The City agrees to sell and deliver water necessary for non-University purposes within the Property on a retail basis and on the same terms and conditions as water is sold to all other customers within the City, subject to the terms and conditions set forth below in Section 10.8 and Section 10.10. The sale of water to an Applicant shall be nondiscriminatory and uniform with the policy or policies of the City relating to utilities inside the City's utility service area.

The parties acknowledge that the water facilities identified in the attached Exhibit "D" are necessary to provide sufficient water capacity for the ultimate development of the Property. The University shall be responsible for the construction of the water facilities identified in Exhibit "D".

Section 10.3. Water Usage Measurement. The City, at its expense, shall operate and maintain metering equipment and related facilities.

Section 10.4. Wastewater Service Commitment. The City hereby commits to provide sufficient levels of wastewater service available at the Property to meet the requirements of development allowed by this Agreement, by wastewater lines and improvements constructed as needed to provide the committed level of service. Existing wastewater facilities improvements as needed from time to time are shown on the attached Exhibit "E". This commitment of wastewater service to the Property shall not expire so long as this Agreement is in effect and shall not be restricted or modified by any City ordinances and regulations.

Section 10.5. Wastewater Treatment Capacity. The City agrees to provide to The University wastewater treatment capacity necessary for Non-University purposes within the Property on a retail basis on the same terms and conditions as it would all other customers within the City and under terms and conditions set forth below in Section 10.8 and Section 10.10. In providing wastewater treatment capacity to an Applicant, the City shall be nondiscriminatory and uniform with the policy or policies of the City relating to utilities inside the City's utility service area.

Section 10.6. Water Conservation. The University agrees to comply with the City's Water Conservation Program established under City ordinances and regulations.

Section 10.7. Notice to City and Determination of Capacity.

Before The University's approval of a Site Development Plan, The University shall deliver to the City Liaison a Utility Facilities Report regarding the water and wastewater needs of the proposed development described in the Site Development Plan. No later than 30 days after the date the City Liaison receives the Utility Facilities Report, the City shall deliver a written response ("Site Specific Service Commitment") to The University Liaison, stating that: (a) there is sufficient capacity in the City's water and/or wastewater systems immediately available to the Site, and that the Applicant may purchase the requisite water and/or wastewater taps to serve the proposed Development; or (b) there is sufficient capacity in the City's water and/or wastewater system immediately available at or adjacent to the applicable Tract to provide service to the proposed Development; or (c) there is not sufficient capacity in the City's water and/or wastewater system at the Site or Tract to provide service to the proposed development. If sufficient capacity is not available at the Site, the City shall include in the Site Specific Service Commitment a list of the improvements necessary to provide the requested service to the applicable Site, a time specific commitment as to the date of completion of such improvements, the estimated cost of the improvements, and a statement as to whether the City has funds immediately available for the construction of the needed improvements. If funds are not available, or other impediments exist making service unavailable to the Site, the City shall include in

the Site Specific Service Commitment to The University a written time specific commitment as to when service will be provided.

Section 10.8. Site Specific Service Commitment. The City hereby commits under the terms of this Agreement to provide the water/wastewater capacity requested in the University's Utility Facilities Report so long as the uses therein referenced are consistent with the terms of this Agreement. The City agrees to reserve such capacity within its water and wastewater systems, subject only to completion and City acceptance for operation and maintenance of necessary improvements, if any. A Site Specific Service Commitment shall be effective for eighteen months from the date of its delivery to the University Liaison, unless a written request for extension is sent by The University to the City Liaison no later than three months before the date it expires, whereupon the Site Specific Service Commitment shall be extended by the City for one additional year from the date the Site Specific Service Commitment otherwise would expire under this Section.

Section 10.9. No City Capacity. If the City does not have sufficient water or wastewater service immediately available to serve the applicable Site, or cannot provide such service within a reasonable time, not to exceed one year, after the date such service is requested, The University or an Applicant may elect to: (i) construct all or part of the water or wastewater lines and facilities necessary to provide sufficient water and wastewater service from the City to the proposed development described in the Site Development Plan, in which case the City shall immediately

provide service; or (ii) seek, apply for, and obtain water or wastewater services from other providers; or (iii) provide its own water or wastewater service.

If The University or an Applicant funds the design and construction of oversized water or wastewater facilities to serve the Property, The University or the Applicant shall be entitled to reimbursement from the City for its pro-rata share of the reasonable expenses associated with the oversizing. If The University or an Applicant funds the design and construction of water or wastewater facilities that constitute a capital improvement as defined by the City at the time of construction plan approval, The University or the Applicant shall be entitled to reimbursement from the City for all reasonable expenses incurred in the design and construction of said facilities. The City's payment to The University or the Applicant of the reimbursement shall be made in accordance with the payment schedule set forth in City ordinance and regulations regarding City reimbursement or cost participation. Reasonable expenses incurred in the construction of water and wastewater lines and facilities shall include without limitation interest expenses, legal fees, bond fees, insurance, costs of engineering, design, surveying, easement acquisition, construction, inspection, and construction management. If The University or an Applicant applies for water or wastewater service to the Property, from any other provider, including itself, the City shall not oppose any such application for utility service to the Property or

for the issuance of a Certificate of Convenience and Necessity or any other such state approval.

If the City eliminates its cost participation and cost reimbursement programs and ordinances, and if any person obtains water or wastewater service from any facility constructed at The University's expense, the City shall require such persons to pay to The University a subsequent user fee in an amount to be agreed upon by the City and The University as a condition of providing such water and wastewater service. In determining the amount of a subsequent user fee, the City and The University shall consider the estimated cost per living unit equivalent (LUE) of constructing the particular facility and a reasonable interest charge.

Section 10.10. Connection Fees. An Applicant shall pay all capital recovery fees, tap fees, meter fees or other standard City charges for connection to the City's water and wastewater system established under City ordinances and regulations.

**ARTICLE XI
ELECTRICITY**

Section 11.1. Electricity. The City hereby commits to provide sufficient electrical service to meet the requirements of the proposed uses of the Property as stated in this Agreement.

Section 11.2. Electric Rates for Non-University Uses. Basic rates charged to The University for Non-University Use electric meters and service and customer classification shall be set by the City under City ordinances and regulations, shall not be unreasonably discriminatory, and shall be consistent with rates charged other users in the same rate class.

Section 11.3. No City Capacity. If the City is unable to provide service to the Property, as the provision of electric utility service is defined by state law at the time of the service request, The University or an Applicant shall have the right to apply for service from any other provider, including itself. The City shall not oppose any such application by The University or an Applicant for electric utility service to the Property.

**ARTICLE XII
TRANSPORTATION REQUIREMENTS FOR NORTH TRACTS**

Section 12.1. T.A.R. Determination Report. If a proposed Development has access onto a Monitored Roadway, the Applicant shall prepare a study to determine whether a Traffic Assessment Report ("T.A.R.") will need to be prepared and submitted with the Site Development Plan, based on the criteria set forth in Section 12.2. This study shall be referred to as the "T.A.R. Determination Report." If the T.A.R. Determination Report indicates that a T.A.R. is not necessary, a copy of the T.A.R. Determination Report will be forwarded to the City with the Site Development Plan.

Section 12.2. Traffic Assessment. A Traffic Assessment Report shall be prepared and submitted with a Site Development Plan, if 1) the Site Traffic from a proposed Development requiring a Site Development Plan, or 2) the cumulative total of the Site Traffic from a proposed Development requiring a Site Development Plan plus all previous site traffic from Developments having Site Development Plans, with direct access onto the same Monitored Roadway exceed:

- a) 650 vehicles per day on a Monitored Roadway with pavement width of less than 40 feet; or
- b) 1,000 vehicles per day on a Monitored Roadway with pavement width equal to or greater than 40 feet, but less than 44 feet; or
- c) 2,000 vehicles per day on a Monitored Roadway with pavement width equal to or greater than 44 feet.

The traffic levels above apply to new site traffic generated above the traffic level resulting from uses existing on the Effective Date. Traffic levels for uses on the Effective Date shall be determined by the latest generation rates and procedures of the latest edition of ITE Trip Generation Manual.

Section 12.3. Transportation Improvements. When appropriate, the T.A.R. shall recommend transportation measure(s) or project(s) (the "transportation improvements") that would allow a Monitored Roadway or a Monitored Intersection to operate at an acceptable level of service. The University shall be responsible, at its election, for either the implementation of the transportation improvements or for paying The University's pro-rata share of the cost of implementing the transportation improvements recommended in a T.A.R. The University's responsibilities, as described in this Section, shall only be for those physical or operational changes necessary as a result of Site Traffic. The transportation improvements may be any physical or operational changes that will improve the movements of vehicles and people to and from the development, including without limitation, any one or more of the following:

- a. operational changes such as traffic controls, lane assignments, or restrictions;
- b. transit services;
- c. pedestrian and/or bicycle paths or networks;
- d. parking strategies involving on-site and off-site facilities;

- e. intersection modifications such as turn lanes or channelization; or
- f. street modifications including without limitation street widening or closure.

Section 12.4. Cost Participation. The City and The University shall jointly participate in the costs of transportation improvements recommended in the T.A.R. The University's pro-rata share of the costs of transportation improvements to a Monitored Intersection or Monitored Roadway shall be determined for each improvement identified in the T.A.R. by multiplying the quotient resulting from dividing the projected P.M. weekday peak hour Site Traffic by the P.M. weekday peak hour Post Development Traffic, times the total projected cost of the required transportation improvements, as follows:

$$\frac{\text{Projected Site Traffic}}{\text{Projected Post Development Traffic}} \times \text{Total Cost of Improvements}$$

The City or other persons shall be responsible for the remaining expenses of the transportation improvements (the total cost minus The University pro-rata share of cost. The construction or implementation of the transportation improvements necessary to provide an acceptable level of service for existing traffic shall not be the responsibility of The University.

If a traffic signal is warranted or justified at the intersection of a public street and a driveway for a proposed Development, the total cost of the installation of the traffic signals and any traffic improvements related to the traffic signal within the site

or public street shall be borne by The University. The cost of any subsequent improvements on the public streets necessary for the public street to operate at an acceptable level of service as a result of traffic from a different development shall be determined as noted for a Monitored Roadway or Monitored Intersection.

Section 12.5. Implementation of Improvements. The City shall not withhold or refuse to issue a Certificate of Occupancy for any building or structure within a development described in the T.A.R. if The University has provided either the transportation measures recommended in the T.A.R. to allow an acceptable level of service at an impacted intersection, or has provided a letter stating that The University shall provide goods, services, and/or money to the City for its pro-rata share of such transportation improvements. The goods, services and/or money shall be provided by The University to the City no later than 60 days after the City gives written notice to the University Liaison that the award of a contract for traffic improvements will be made within 60 days after the date of the notice. If the contract is not awarded within sixty days, the City shall refund such goods, services, and/or money to The University no later than five days after written request by The University to the City Liaison. The construction of a development shall not be limited, stopped, or hindered in any way by the City's inability to fund or its decision not to fund the City's share of any transportation improvement recommended by the T.A.R.

Section 12.6. Construction Responsibilities. Based on the type of transportation improvements determined to be necessary, the City and The University shall determine which party will serve as the project manager for implementation of the traffic improvements. The University may elect to provide any improvements at its own expense and the City shall reimburse The University for the City's pro-rata share of the improvements through cash or in-kind payments on terms to be mutually agreed upon, but the payments shall be made by the City no later than 18 months after the date the traffic improvements are completed unless the City and The University agree to a different payment schedule. Neither the City nor The University shall be prohibited from using funds from other entities. Any disagreement on terms of reimbursement shall be resolved under the dispute resolution provisions of Article XV.

Section 12.7. North Mopac Entry Ramp. The University and the City agree the construction of a north bound entry ramp for east bound traffic on Lake Austin Boulevard is essential to improve the service level of the streets in the area. To this end, the City agrees to modify its Roadway Plan, Austinplan, and any other comprehensive plan or master planning document to call for such an entry ramp. The University agrees to assist the City in its application to the State Highway Department for the design and construction of this ramp. By the execution of this Agreement, both parties agree to diligently make any necessary applications and take such other actions as may be reasonably necessary to request of the State Highway Department that design and construc-

tion of this ramp proceed immediately.

**ARTICLE XII
TRANSPORTATION REQUIREMENTS FOR NORTH TRACTS**

Section 12.1. T.A.R. Determination Report. If a proposed Development has access onto a Monitored Roadway, the Applicant shall prepare a study to determine whether a Traffic Assessment Report ("T.A.R.") will need to be prepared and submitted with the Site Development Plan, based on the criteria set forth in Section 12.2. This study shall be referred to as the "T.A.R. Determination Report." If the T.A.R. Determination Report indicates that a T.A.R. is not necessary, a copy of the T.A.R. Determination Report will be forwarded to the City with the Site Development Plan.

Section 12.2. Traffic Assessment. A Traffic Assessment Report shall be prepared and submitted with a Site Development Plan, if 1) the Site Traffic from a proposed Development requiring a Site Development Plan, or 2) the cumulative total of the Site Traffic from a proposed Development requiring a Site Development Plan plus all previous site traffic from Developments having Site Development Plans, with direct access onto the same Monitored Roadway exceed:

- a) 650 vehicles per day on a Monitored Roadway with pavement width of less than 40 feet; or
- b) 1,000 vehicles per day on a Monitored Roadway with pavement width equal to or greater than 40 feet, but less than 44 feet; or
- c) 2,000 vehicles per day on a Monitored Roadway with pavement width equal to or greater than 44 feet.

The traffic levels above apply to new site traffic generated above the traffic level resulting from uses existing on the Effective Date. Traffic levels for uses on the Effective Date shall be determined by the latest generation rates and procedures of the latest edition of ITE Trip Generation Manual.

Section 12.3. Transportation Improvements. When appropriate, the T.A.R. shall recommend transportation measure(s) or project(s) (the "transportation improvements") that would allow a Monitored Roadway or a Monitored Intersection to operate at an acceptable level of service. The University shall be responsible, at its election, for either the implementation of the transportation improvements or for paying The University's pro-rata share of the cost of implementing the transportation improvements recommended in a T.A.R. The University's responsibilities, as described in this Section, shall only be for those physical or operational changes necessary as a result of Site Traffic. The transportation improvements may be any physical or operational changes that will improve the movements of vehicles and people to and from the development, including without limitation, any one or more of the following:

- a. operational changes such as traffic controls, lane assignments, or restrictions;
- b. transit services;
- c. pedestrian and/or bicycle paths or networks;
- d. parking strategies involving on-site and off-site facilities;

- e. intersection modifications such as turn lanes or channelization; or
- f. street modifications including without limitation street widening or closure.

Section 12.4. Cost Participation. The City and The University shall jointly participate in the costs of transportation improvements recommended in the T.A.R. The University's pro-rata share of the costs of transportation improvements to a Monitored Intersection or Monitored Roadway shall be determined for each improvement identified in the T.A.R. by multiplying the quotient resulting from dividing the projected P.M. weekday peak hour Site Traffic by the P.M. weekday peak hour Post Development Traffic, times the total projected cost of the required transportation improvements, as follows:

$$\frac{\text{Projected Site Traffic}}{\text{Projected Post Development Traffic}} \times \text{Total Cost of Improvements}$$

The City or other persons shall be responsible for the remaining expenses of the transportation improvements (the total cost minus The University pro-rata share of cost. The construction or implementation of the transportation improvements necessary to provide an acceptable level of service for existing traffic shall not be the responsibility of The University.

If a traffic signal is warranted or justified at the intersection of a public street and a driveway for a proposed Development, the total cost of the installation of the traffic signals and any traffic improvements related to the traffic signal within the site

or public street shall be borne by The University. The cost of any subsequent improvements on the public streets necessary for the public street to operate at an acceptable level of service as a result of traffic from a different development shall be determined as noted for a Monitored Roadway or Monitored Intersection.

Section 12.5. Implementation of Improvements. The City shall not withhold or refuse to issue a Certificate of Occupancy for any building or structure within a development described in the T.A.R. if The University has provided either the transportation measures recommended in the T.A.R. to allow an acceptable level of service at an impacted intersection, or has provided a letter stating that The University shall provide goods, services, and/or money to the City for its pro-rata share of such transportation improvements. The goods, services and/or money shall be provided by The University to the City no later than 60 days after the City gives written notice to the University Liaison that the award of a contract for traffic improvements will be made within 60 days after the date of the notice. If the contract is not awarded within sixty days, the City shall refund such goods, services, and/or money to The University no later than five days after written request by The University to the City Liaison. The construction of a development shall not be limited, stopped, or hindered in any way by the City's inability to fund or its decision not to fund the City's share of any transportation improvement recommended by the T.A.R.

Section 12.6. Construction Responsibilities. Based on the type of transportation improvements determined to be necessary, the City and The University shall determine which party will serve as the project manager for implementation of the traffic improvements. The University may elect to provide any improvements at its own expense and the City shall reimburse The University for the City's pro-rata share of the improvements through cash or in-kind payments on terms to be mutually agreed upon, but the payments shall be made by the City no later than 18 months after the date the traffic improvements are completed unless the City and The University agree to a different payment schedule. Neither the City nor The University shall be prohibited from using funds from other entities. Any disagreement on terms of reimbursement shall be resolved under the dispute resolution provisions of Article XV.

Section 12.7. North Mopac Entry Ramp. The University and the City agree the construction of a north bound entry ramp for east bound traffic on Lake Austin Boulevard is essential to improve the service level of the streets in the area. To this end, the City agrees to modify its Roadway Plan, Austinplan, and any other comprehensive plan or master planning document to call for such an entry ramp. The University agrees to assist the City in its application to the State Highway Department for the design and construction of this ramp. By the execution of this Agreement, both parties agree to diligently make any necessary applications and take such other actions as may be reasonably necessary to request of the State Highway Department that design and construc-

tion of this ramp proceed immediately.

**ARTICLE XIII
PUBLIC IMPROVEMENTS**

Section 13.1. City Standards and Specifications. The City's Standards and Specifications Manual, as promulgated and amended from time to time (the "Manual"), establishes standards for construction methods and materials to be used in the construction of Public Improvements within and adjacent to the Property. Any conflict between a provision of this Agreement and the Manual shall be resolved in favor of the provision of this Agreement. Any disputes arising as to the application of the provisions of this Article should be resolved in accordance with the dispute resolution provisions of Sections 4.22.

Section 13.2. Submission by Applicant to The University. The Applicant shall prepare and complete construction plans for Public Improvements in compliance with the approved Site Development Plan and submit the plans to The University. Construction plans for Public Improvements submitted to The University shall be signed and sealed by a Professional Engineer, who shall certify that the construction plans comply with the requirements of the approved Site Development Plan and the Manual.

Section 13.3. Public Improvement Construction Plan Review. The University shall review all Public Improvement construction plans for compliance with the approved Site Development Plan and the Manual.

Section 13.4. Public Improvement Construction Plans. After The University has completed its review of Public Improvement

construction plans pursuant to Section 13.3, the University Liaison shall forward the construction plans and the approved Site Development Plan to the City Liaison.

Section 13.5. Construction Plan Approval. No later than 21 days after the date the City Liaison receives Public Improvement construction plans and the approved Site Development Plan, the City shall approve and release to the University Liaison the construction plans if the construction plans comply with the approved Site Development Plan and the Manual, or provide a complete written list of changes needed to bring the construction plans into compliance with the Site Development Plan and the Manual. After making the changes necessary to bring the construction plans into compliance, the Applicant shall resubmit the construction plans to the City. The City shall have ten days to review the resubmitted construction plans and issue to the Applicant either approved construction plans or a second written list of changes needed to bring the construction plans into compliance. The ten day review period by the City shall apply to each additional resubmittal of the construction plans; provided, however, that after the City has reviewed and issued a correction list for two resubmittals of construction plans, any additional changes to the construction plans requested by the City shall be sent to the City and University Liaison for resolution. The Applicant shall pay all applicable City fees for review, approval, and release of the construction plans. Dedication of public right-of-way or easements of Property owned by The University shall not be a requirement for construction plan

approval, but may be a condition of the City's acceptance of the Public Improvement for ownership, operation and maintenance.

Section 13.6. Construction Plan Revision. Any revision to the approved Public Improvements construction plans shall be submitted by the Applicant to the City Liaison for review and approval. No later than 14 days after the date an Applicant's request for a revision, accompanied by copies of the proposed revised construction plans, is filed with the City Liaison, the City shall either approve or comment upon the submitted revision. If the requested revision does not comply with the Manual, the City Liaison shall deliver to the Applicant, no later than 14 days after the request for a revision was filed, comments itemizing changes needed for compliance with the Manual. Upon any subsequent resubmittal, the City shall have seven days to either review and approve or comment upon the revised construction plans submitted to the City Liaison by the Applicant. Construction in accordance with revised construction plans may begin only upon the City's approval of the revision and upon The University's approval of any plans for construction on the site.

Section 13.7. Inspection by the City. After initiation of the construction of a Public Improvement, inspections will be performed in accordance with the Manual based upon the details of the approved construction plans. The Applicant shall retain a copy of the approved construction plans, with approved revisions, at the site at all times when construction is occurring or inspections are requested.

Section 13.8. Engineer's Concurrence Letter. No later than seven days after the City receives a letter from a Professional Engineer stating that, in her or his opinion, the Public Improvements have been substantially completed in conformance with the construction plans and the Manual, the City shall perform all applicable final inspections required or authorized by the Manual.

Section 13.9. Acceptance by City for Operation and Maintenance. The City agrees to accept a Public Improvement for operation and maintenance when, after final inspections under Section 13.8, the City: (i) determines the Public Improvement has been completed in conformance with the construction plans and the Manual, (ii) has received the letter required by Section 13.8, and (iii) has received a one year performance bond for repair of defects in construction from the contractor who constructed the Public Improvement. The performance bond required by this section shall comply with City requirements established pursuant to City ordinances and regulations.

Section 13.10. Acquisition of Easements and Right-of-Ways. The City agrees to authorize the use of any and all City rights-of-way and easements that may be reasonably necessary to construct any Public Improvement that the City and The University agree is necessary or desirable. If necessary in order to provide further required rights-of-ways or easements, the City shall use its best efforts to have the City Council declare a public necessity for such rights-of-way or easements; and after such a declaration, the City shall initiate eminent domain proceedings to acquire such

easements in accordance with state law. All costs of acquiring such rights-of-way and easements shall be included as a part of the Public Improvement costs, except for the following situations:

- 1) the addition of one or more lanes to Lake Austin Boulevard from Exposition Boulevard to Loop 1; and
- 2) the widening or addition of lanes to any Monitored Roadway except for lane widening or addition related to intersection improvements.

If a T.A.R. recommends the widening of a public street adjacent to the North Tracts and The University undertakes the construction of the recommended traffic improvement, The University shall dedicate the needed right-of-way without compensation. Whenever the City intends to construct a traffic improvement which requires additional right-of-way from one of the North Tracts, The University shall dedicate the right-of-way without compensation when the City demonstrates to The University that the City has funds immediately available for construction of the traffic improvement and the City has approved construction plans for the improvement.

Section 13.11. Credits. Nothing herein shall be construed so as to limit, restrict, or prevent The University from utilizing any cost participation, offset, or reimbursement policies established pursuant to City ordinances and regulations. The cost of any size increase requested by the City for a Public Improvement not attributable to development of the Property shall be paid by the City.

**ARTICLE XIV
MODIFICATION**

Section 14.1. 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 both parties.

Section 14.2. Agent's Right to Modify. No agent of either party, unless authorized in writing by the principal, has any authority to waive, alter, or enlarge this Agreement, or to make any new or substituted or different contracts, representations, or warranties.

Section 14.3. Method of Communicating Modification. No letter, telegram, or communication passing between the parties covering any matter during this Agreement's term, or any extension terms thereafter, shall be deemed a part of this Agreement; nor shall such communication have the effect of modifying this Agreement unless it is explicitly stated in such letter, telegram, or communication that it is to constitute a part of this Agreement and is signed by both parties.

**ARTICLE XV
DISPUTE RESOLUTION**

Section 15.1. Informal Negotiations. The parties agree, on the occasion of any question of interpretation, alleged breach, default, or violation of any provision of this Agreement, through action or omission, that the complaining party shall give written notice of the matter to the other party before seeking any judicial relief. The parties agree that issues arising during the construction process shall be subject to the provisions of Section 4.22. Issues involving Board of Regents decisions as to University or Non-University Purpose development shall not be subject to the provisions of Section 4.22 or this Article XV. All disputes involving the content of The University Land Development Code and Manuals shall be subject to the provisions of this Article XV. The parties agree that issues subject to the dispute resolution process under Section 4.22 shall not be subject to the provisions of Article XV.

The complaining party shall identify in the notice an executive official authorized to negotiate on its behalf with respect to the dispute. No later than five days after receipt of a notice of a dispute under this section, the party receiving the notice shall respond to the matters given as the basis of the dispute and shall identify an executive official authorized to negotiate on its behalf with respect to the dispute. The executive officials shall, following whatever investigation each deems appropriate, promptly enter into discussions concerning the

dispute. If the dispute is not resolved within 15 working days after the naming of the second executive official, then the parties agree to enter into Formal Negotiations pursuant to Section 15.2 before seeking any judicial action in state or federal courts. The time period for Informal Negotiations may be reduced or extended by the mutual agreement of the parties.

Section 15.2. Formal Negotiations/Review Panel. If the dispute is not resolved by the executive officials within the allotted or otherwise agreed upon time set forth above for Informal Negotiations, or if the parties agree to forgo the Informal Negotiations, then the dispute shall be subject to the following Formal Negotiations:

- a) A Review Panel shall be established with the following membership: the Mayor of the City, one member of the City Council of the City, the Executive Vice Chancellor for Asset Management of The University System, one member of the Board of Regents, and a Neutral Advisor, selected in accordance with subsection (b);
- b) The Review Panel shall select a Neutral Advisor with judicial or arbitrator experience no later than seven working days after the referral of the complaint (the "Commencement Date"). The Neutral Advisor shall establish the procedures and rules for an informal hearing and moderate the hearing. Upon request by the members of the Review Panel, the Neutral Advisor shall

assist the Panel in reaching a settlement and render an advisory opinion.

- c) If the Review Panel is unable to timely select a Neutral Advisor, the Local Administrative Judge of the District and County Courts of Law, Travis County, Texas, shall select three qualified Neutral Advisors as quickly as possible after receiving from any member of the Review Panel a request for appointment of a Neutral Advisor under this Article. Each party shall be entitled within three working days after the Local Administrative Judge names the three qualified Neutral Advisors to strike one name from the list. The Local Administrative Judge shall, at the expiration of the three working day period, appoint the Neutral Advisor. Each party shall promptly disclose to the other party and to the Local Administrative Judge any circumstances known to it which cast reasonable doubt on the impartiality of an individual under consideration for appointment as a Neutral Advisor. Both parties must agree to the appointment of any person whose impartiality is questioned before such a person may serve as the Neutral Advisor. If for any reason the Local Administrative Judge chooses not to act in the capacity outlined in this section 15.2.c. the American Arbitration Association shall be requested to fulfill these acts.
- d) Fees or charges by the Neutral Advisor shall be divided equally between the parties.

- e) The Neutral Advisor shall proceed as quickly as possible to arrange a hearing on the matters of dispute. Limited discovery time and procedures may be necessary, however, and if a party requests limited discovery time and procedures, the Neutral Advisor shall meet with both parties and make a recommendation as to scope of discovery and time allowed therefor. Before the hearing, the parties shall exchange and submit to the Neutral Advisor their briefs and all documents or other exhibits on which the parties intend to rely during the hearing. Copies shall be given to the Review Panel members. The parties shall agree as to the length of the briefs and the day the briefs, documents and exhibits are to be exchanged.
- f) The hearing shall be held before the Review Panel at a place and date agreed to by the parties and the Neutral Advisor. During the hearing each party shall make a presentation of its best case, and each party shall be entitled to a rebuttal. The order and presentation length shall be determined by the parties. Each party shall choose a representative to make its presentation. Presentation by fact witnesses and expert witnesses shall be permitted if the parties agree. No rules of evidence apply, including without limitation rules concerning "relevance", except that rules pertaining to "privileged communication" and "attorney work product" will apply.

Members of the Review Panel may ask clarifying questions of presenters for their side and, if the parties agree, Panel members may ask questions of any presenter or witness during scheduled question and answer periods. No recording shall be made, but notes may be taken subject to confidentiality limitations set forth below.

- g) At the conclusion of the hearing, the Review Panel shall meet by themselves and through negotiations attempt to resolve the dispute. The Neutral Advisor shall, at the request of any Panel member, render an oral opinion as to the likely outcome, at a future trial, of each issue raised. Following the opinion, the Panel shall again attempt to agree on a resolution. If the Panel members agree, they may request a written opinion from the Neutral Advisor to be issued within fourteen (14) days and the Panel shall thereafter convene and attempt again to resolve the dispute.
- h) The entire process under this Article is a compromise negotiation, and all offers, promises, conduct, and statements, whether oral or written, made in the course of proceedings under this Article by any of the parties, agents, employees, experts, attorneys, and the Neutral Advisor for the purpose of these negotiations are confidential. Evidence otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its presentation at the

hearing. The Neutral Advisor shall be disqualified as a trial witness, consultant, or expert for any party, and his or her oral or written opinions will be inadmissible for all purposes.

- i) This Formal Negotiation proceeding shall be deemed terminated if and when (1) the parties have not executed a written settlement of their dispute on or before the 20th day after the conclusion of the hearing, unless extended by the agreement of the parties, or (2) either party serves a written notice of withdrawal from the hearing proceedings on the other party and the Neutral Advisor.

Section 15.3. Commitment of Parties. Because both parties to this Agreement recognize and acknowledge their necessary long term relationship, the numerous areas of present and future interaction, the necessity to keep open the channels of communication, and the goal of representing the best interests of the citizens of the City and of the State of Texas, the parties agree to participate in good faith in the Informal and Formal Negotiations under this Article XV. The parties agree to forgo court action until completion of these negotiation efforts, but acknowledge and agree that no finding or outcomes of any negotiation process outlined in this Article XV shall be binding on without their agreement, nor shall it prevent either party from engaging in any litigation it deems necessary.

Section 15.4. Procedural Amendments. The procedures outlined in this Article may be modified by agreement of the parties to accommodate the particular dispute at issue.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

Section 16.1. 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 this Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization.

Section 16.2. Effective Date. This Agreement is effective and binding on the date it has been executed by both parties (the "Effective Date").

Section 16.3. Expiration of Agreement; Initial Term and Extension Period. This Agreement shall be in full force and effect for a term of thirty (30) years from the Effective Date (the ("Initial Term")). The Initial Term shall be automatically extended three times, for additional five year terms (each five year term hereinafter referred to as an "Extension Period"), unless a written notice of cancellation ("Notice of Cancellation") is delivered by either party to the other party no earlier than 365 days and no later than 180 days before the expiration of the Initial Term or

the expiration of an Extension Period. The party delivering the Notice of Cancellation shall specify a date, time, and place to negotiate any terms, rental, or conditions which might be mutually agreed upon to extend this Agreement (or a modification of this Agreement) before its expiration.

Section 16.4. 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 16.5. Notice. All notices required or permitted from one party to the other under this Agreement shall be in writing and will be deemed to be delivered when (i) deposited in the U.S. Mail (postage prepaid, registered or certified mail, return receipt requested), (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 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 University under this section shall be addressed:

University of Texas System
Executive Vice Chancellor for Asset Management
210 W. 6th Street
Austin, Texas 78701

with a copy hand delivered to the University Liaison at the University Liaison's office and to the Office of General Counsel, University of Texas System.

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 at the City Liaison's office and to the Office of City Attorney, City of Austin.

Section 16.6. Force Majeure. The term "Force Majeure" as used in this section shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbance; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming force majeure.

If, by reason of force majeure, either party to this Agreement is rendered wholly or substantially unable to carry out its

obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event of force majeure. The obligations of the party giving such notice, to the extent affected by such force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch, shall not require a settlement that is unfavorable in the judgment of the party having the difficulty.

Section 16.7. 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 16.8. 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, except as set forth in Section 1.13. 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 University and the City.

Section 16.9. 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 University or the City are not open to the public.

Section 16.10. 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 16.11. 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 16.12. 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 16.13. 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 16.14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 16.15. 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 16.16. 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 16.17. Construction. It is expressly agreed and stipulated by the parties that this Agreement is the result of arms length negotiations between the parties, that each and every provision of this Agreement has been reviewed by each party, and that each provision of this Agreement has been a subject of negotiation and change during the drafting of this Agreement. It is therefore agreed and understood by the parties that any construction or interpretation of this Agreement shall give full effect and meaning to all terms and provisions of this Agreement,

and shall not be construed or interpreted more strictly against one party or the other, both parties having been active participants in the drafting of this Agreement.

Section 16.18. 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 16.19. Additional Regulations. Unless explicitly authorized in this Agreement, no City ordinances and regulations shall apply to the use or Development of the Property, so long as the Property is subject to this Agreement. Any additional land development, land use, or construction rules and regulations not directly addressed by this Agreement shall be established solely by The University.

Section 16.20. Adverse Ordinances. No City ordinance or regulation shall adversely affect, in any way, the terms, rights, obligations, and conditions of this Agreement. If the City adopts any City ordinance or regulation that adversely affects the rights, obligations, terms, and conditions hereunder, the City agrees to exempt the Property and The University from that City ordinance or regulation.

Section 16.21. 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 responsibility or function described by this Agreement.

Section 16.22. Street Names. Any change in the name of any street referred to in this Agreement shall not alter the terms or provisions of this Agreement.

Section 16.23. Non-Discrimination. No other land owner or developer within an area affected by development of the Property shall be treated more favorably than The University as to assessment and payment of a pro-rata share of costs of any improvements associated with development of the Property, including without limitation utility, traffic, and public improvement construction.

Section 16.24. Effect of Termination Prior to the Expiration Date. If for any reason this Agreement is terminated or voided by either party or by the decision of any court before the expiration date specified in Section 16.3, then any interest the City has on the date of termination in the Golf Course is also terminated. It is specifically agreed by the City and The University that this section applies to the exercise of termination rights arising under this Agreement or the common, statutory, or constitutional laws of the State of Texas or the United States; but this section does not apply and is not triggered by a partial termination of this Agreement by The University with respect to property conveyed by The University under Section 1.11.

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

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

Arthur H. Dilly
Arthur H. Dilly
Executive Secretary

Michael E. Patrick
Michael E. Patrick
Executive Vice Chancellor
for Asset Management

5/25/89
Date

Approved:

Ray Farabee
Ray Farabee
Vice Chancellor and
General Counsel

5/25/89
Date

Approved as to Form:

E. Janice Summer
E. Janice Summer, Attorney
Office of General Counsel

Approved as to Content:

James S. Wilson
James S. Wilson, Manager
Endowment Real Estate
Office of Asset Management

5/25/89
Date

ATTEST:

CITY OF AUSTIN

James Aldridge
James Aldridge
City Clerk

Camille Cates Barnett, Ph.D.
Camille Cates Barnett, Ph.D.
City Manager

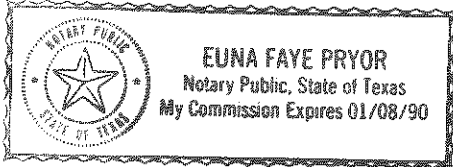
5-25-89
Date

Approved as to Form:

Andrew F. Martin for
City Attorney

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of May, 1989, by Michael E. Patrick, Executive Vice Chancellor for Asset Management, on behalf of the Board of Regents of The University of Texas System.



Euna Faye Pryor
Notary Public in and for the
State of Texas

EUNA FAYE PRYOR
Printed/stamped name of Notary

My Commission Expires:

1/08/90

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of May, 1989, by Camille Cates Barnett, Ph.D., City Manager, on behalf of the City of Austin.

James E. Aldridge
Notary Public in and for the
State of Texas

James E. Aldridge
Printed/stamped name of Notary

My Commission Expires:

7-14-92

EXHIBIT A-1
BOAT TOWN TRACT

MARCH 31, 1988 JOB NO. 836-0100-01 FIELD NOTE NO. 836-10
GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS, LAKE ADDITION WEST
OF LAKE AUSTIN BOULEVARD

FIELD NOTES

A DESCRIPTION OF 2.582 ACRES OF LAND SITUATED IN THE D. J. GILBERT, SURVEY NO. 8, TRAVIS COUNTY, TEXAS BASED UPON A SURVEY PERFORMED BY METCALFE ENGINEERING COMPANY, AUSTIN, TEXAS IN AUGUST - OCTOBER 1968 AND SHOWN ON PLAN R205A, REVISED AUGUST, 1977, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED FROM GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY DEED RECORDED IN VOLUME 244, PAGE 77 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF LAKE ADDITION, A SUBDIVISION RECORDED IN VOLUME 137, PAGE 377 OF SAID DEED RECORDS, SAID 2.582 ACRES OF LAND AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron stake at the southeast corner of Lot 11, Block 1, being on the west line of Lake Austin Boulevard, being the southeast corner hereof;

THENCE along the south line of said Lot 11, N 82°52' W, 246.89 feet to a point on the curving west line of said Lot 11, being the west line hereof;

THENCE departing the said south line of Lot 11 a distance of 27.05 feet along the arc of a curve to the left having a central angle of 38°45', a radius of 40.00 feet and a chord bearing N 28°15'30" E, 26.54 feet to a point of tangency;

THENCE along the west line hereof the following three (3) courses:

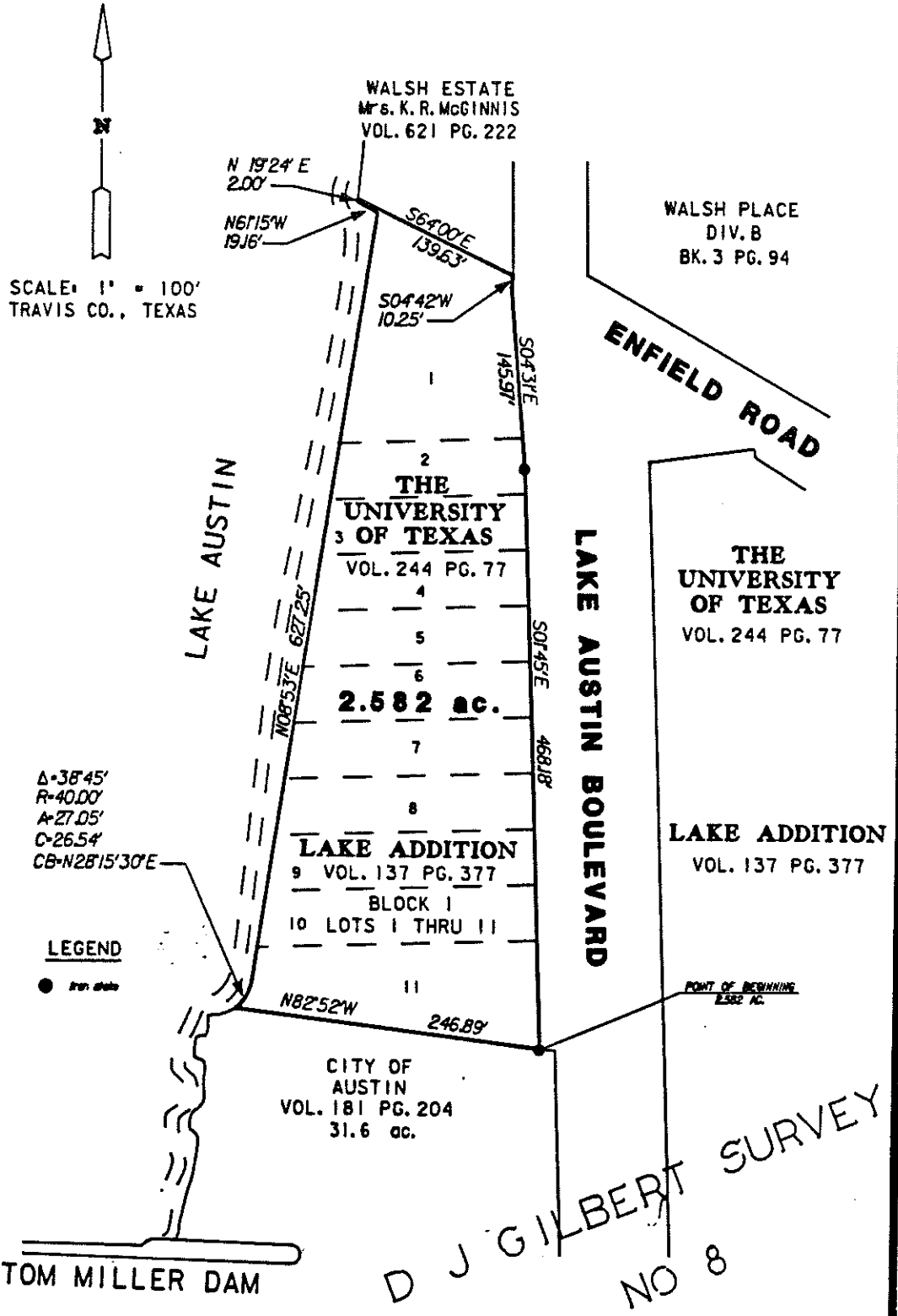
1. N 08°53' E, 627.25 feet to a point,
2. N 61°15' W, 19.16 feet to a point, and
3. N 19°24' E, 2.00 feet to a point on the south line of that certain tract of land conveyed to Mrs. K. R. McGinnis by deed recorded in Volume 621, Page 222 of said deed records;

THENCE departing the west line hereof along the south line of said McGinnis tract, being the north line hereof, S 64°00' E, 139.63 feet to a point on the west line of said Lake Austin Boulevard;

THENCE departing the south line of said McGinnis tract along the west line of Lake Austin Boulevard, being the east line hereof the following three (3) courses:

1. S 04°42' W, 10.25 feet to a point,
2. S 04°31' E, 145.97 feet to an iron stake, and
3. S 01°54' E, 468.18 feet to the POINT OF BEGINNING containing 2.582 acres of land more or less.

SKETCH TO ACCOMPANY FIELD NOTE NO. 836 - 10



DATE : MARCH 31, 1988
JOB NO.: 836-0100-01

Lichter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING
811 BARTON SPRINGS ROAD, SUITE 400, AUSTIN, TEXAS 78704-1164, 512/474-8500

EXHIBIT A-2
PARK STREET TRACT

MARCH 31, 1988 JOB NO. 836-0100-01 FIELD NOTE NO. 836-09
GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS, LAKE ADDITION EAST
OF LAKE AUSTIN BOULEVARD

FIELD NOTES

A DESCRIPTION OF 13.208 ACRES OF LAND SITUATED IN THE D. J. GILBERT, SURVEY NO. 8, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED FROM GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY DEED RECORDED IN VOLUME 244, PAGE 77 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF LAKE ADDITION, A SUBDIVISION RECORDED IN VOLUME 137, PAGE 377 OF SAID DEED RECORDS, SAID 13.208 ACRES OF LAND AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron pipe found on the south line of Park Street, a sixty (60) foot right-of-way vacated by City of Austin Ordinance No. 731213A and recorded in Volume 4820, Page 598 of said deed records, being on the west line of Enfield Road, being the most easterly corner hereof;

THENCE along the south line of said Park Street, being the south line hereof, S 87°44'57" W, 1377.40 feet to a 5/8 inch iron rod set on the east line of Lake Austin Boulevard;

THENCE along the east line of Lake Austin Boulevard, being the west line hereof, N 01°54'00" W, 765.94 feet to a 3/4 inch iron pipe found;

THENCE departing the east line of said Lake Austin Boulevard along the west line of said Enfield Road the following three (3) courses:

1. N 87°44'00" E, 148.00 feet to a 5/8 inch iron rod set,
2. S 01°54'00" E, 14.43 feet to a 5/8 inch iron rod set,
and
3. S 60°43'03" E, 1437.00 feet to the POINT OF BEGINNING containing 13.208 acres of land more or less.

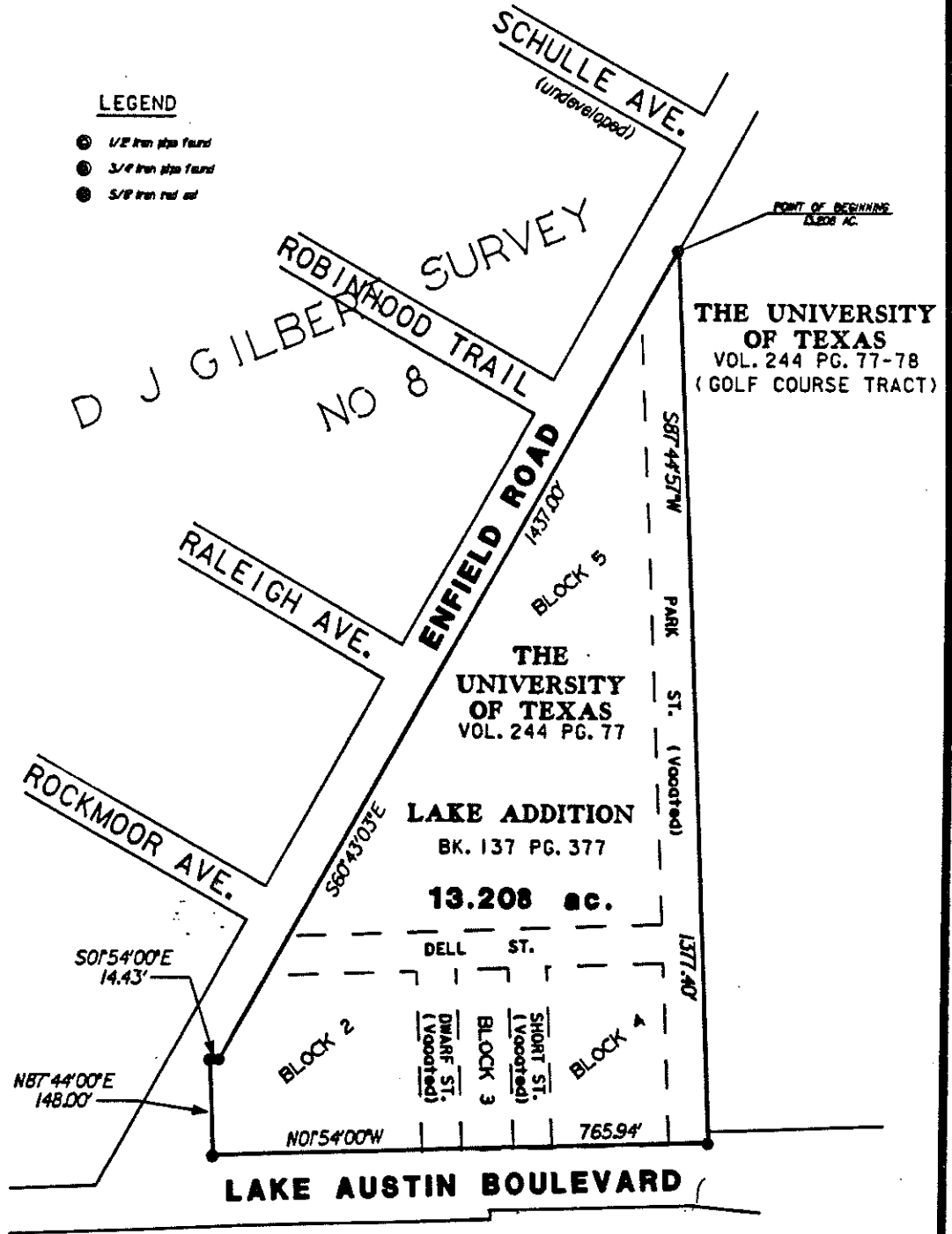
SKETCH TO ACCOMPANY FIELD NOTE NO. 836 - 09



SCALE: 1" = 200'
TRAVIS CO., TEXAS

LEGEND

- ⊙ 1/2" Iron pipe found
- ⊙ 3/4" Iron pipe found
- ⊙ 5/8" Iron rod set



DATE: MARCH 31, 1988

Lichter/Jameson & Associates, Inc. **LJA**

JOB NO.: 836-0100-01

CONSULTING ENGINEERING PLANNING SURVEYING

811 BARTON SPRINGS ROAD, SUITE 400, AUSTIN, TEXAS 78704-1184, 512/474-8800

EXHIBIT A-3
SAFEWAY TRACT

MARCH 31, 1988 JOB NO. 836-0100-01 FIELD NOTE NO. 836-07
GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS, SAFEWAY ADDITION
NO. 10

FIELD NOTES

A DESCRIPTION OF 2.640 ACRES OF LAND SITUATED IN THE G. W. SPEAR LEAGUE, SURVEY NO. 7, TRAVIS COUNTY, TEXAS BASED UPON A SURVEY PERFORMED BY METCALFE ENGINEERING COMPANY, AUSTIN, TEXAS IN AUGUST - OCTOBER 1968 AND SHOWN ON PLAN R205B, REVISED AUGUST, 1977, BEING THAT CERTAIN TRACT "A", SAFEWAY ADDITION NO. 10, A PLAT RECORDED IN BOOK 75, PAGE 16 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED BY GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY DEED RECORDED IN VOLUME 244, PAGE 77 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 2.640 ACRES OF LAND AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument at the northwest corner of said 2.640 acres of land, being on the south line of West 8th Street, being on the east line of Exposition Boulevard;

THENCE along the south line of said West 8th Street and the north line hereof, S 60°05' E, 241.05 feet to a point in the west line of Newman Drive;

THENCE departing the south line of said West 8th Street along the west line of said Newman Drive, being the east line hereof S 29°39' W, 492.82 feet to a point in the north line of West 7th Street for the southeast corner hereof;

THENCE departing the west line of said Newman Drive along the north line of said West 7th Street N 60°21' W, 119.25 feet to an iron stake on the east line of Lake Austin Boulevard;

THENCE departing the north line of said West 7th Street along the east line of said Lake Austin Boulevard N 29°52' W, 143.91 feet to an iron stake on the east line of said Exposition Boulevard;

THENCE departing the east line of said Lake Austin Boulevard along the east line of said Exposition Boulevard N 29°57' E, 420.86 feet to the POINT OF BEGINNING containing 2.640 acres of land more or less.

SKETCH TO ACCOMPANY FIELD NOTE NO. 836 - 07



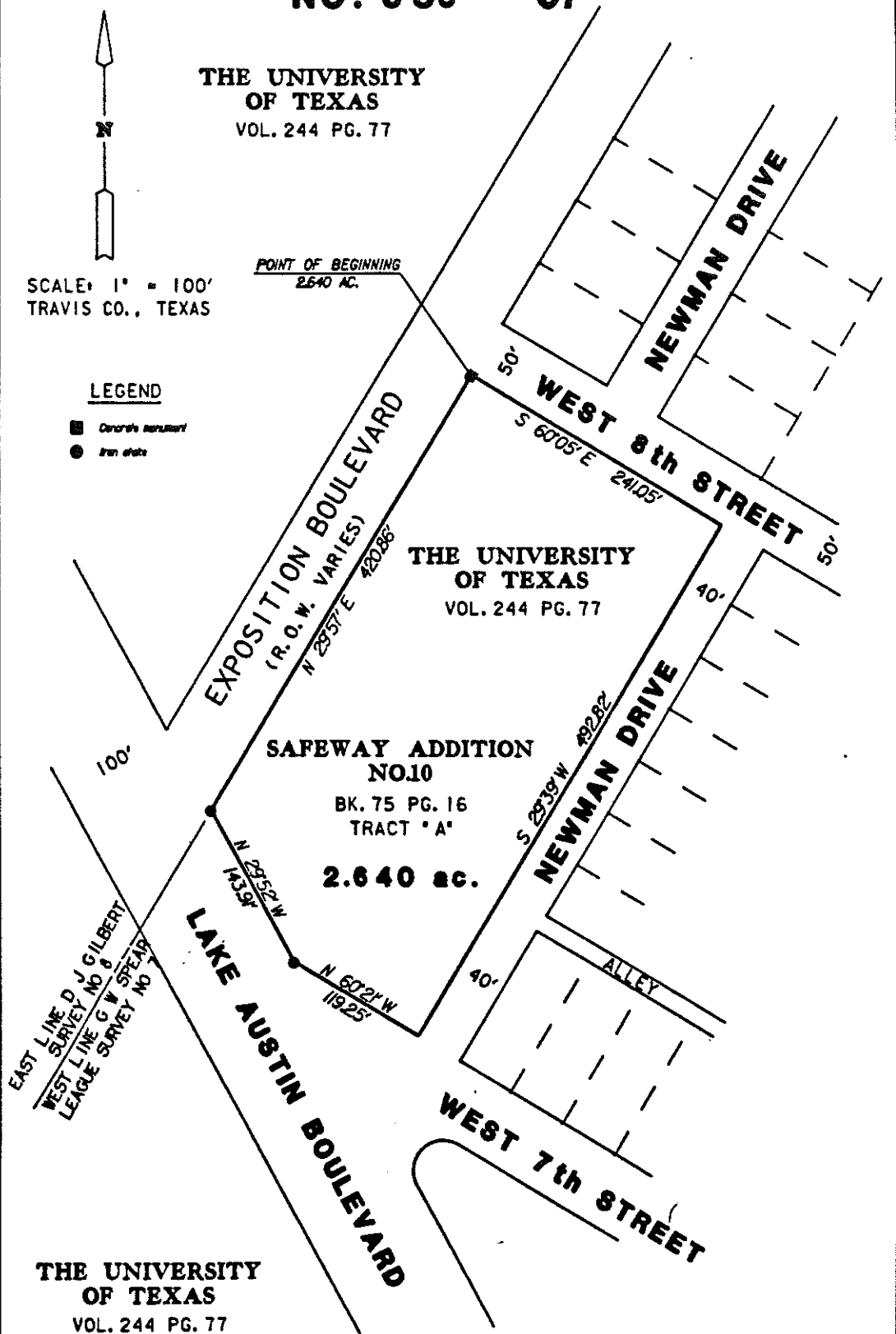
**THE UNIVERSITY
OF TEXAS**
VOL. 244 PG. 77

SCALE: 1" = 100'
TRAVIS CO., TEXAS

POINT OF BEGINNING
2.640 AC.

LEGEND

- ▣ Corner's monument
- Iron stake



**THE UNIVERSITY
OF TEXAS**
VOL. 244 PG. 77

DATE : MARCH 31, 1988

JOB NO.: 836-0100-01

Lichter/Jameson & Associates, Inc.

CONSULTING ENGINEERING PLANNING SURVEYING
811 BARTON SPRINGS ROAD, SUITE 400, AUSTIN, TEXAS 78704-1164, 512/474-8800



EXHIBIT A-4
DEEP EDDY TRACT

MARCH 31, 1988 JOB NO. 836-0100-01 FIELD NOTE NO. 836-08
GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS, 14.495 ACRE DEEP
EDDIE TRACT

FIELD NOTES

A DESCRIPTION OF 14.495 ACRES OF LAND SITUATED IN THE G. W. SPEAR LEAGUE, SURVEY NO. 7, TRAVIS COUNTY, TEXAS BASED UPON A SURVEY PERFORMED BY METCALFE ENGINEERING COMPANY, AUSTIN, TEXAS IN AUGUST - OCTOBER 1968 AND SHOWN ON PLAN R205B, REVISED AUGUST, 1977, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED BY GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY DEED RECORDED IN VOLUME 244, PAGE 77 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 14.495 ACRES OF LAND AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pipe at the northeast corner hereof, being the northwest corner of that certain 0.27 acre tract of land conveyed to the City of Austin for street purposes by deed recorded in Volume 4993, Page 479 of said deed records, being on the south line of West 7th Street;

THENCE along the west line of said 0.27 acre tract, being the east line hereof, S 30°13' W, 547.59 feet to an iron pipe at the southwest corner of said 0.27 acre tract, being the northeast corner of that certain tract of land conveyed to C. H. Jung by deed recorded in Volume 218, Page 12 of said deed records;

THENCE departing the west line of said 0.27 acre tract along the north line of said Jung Tract N 59°41' W, 160.86 feet to an iron pipe;

THENCE departing the north line of said Jung tract along the west line of said Jung Tract S 29°42' W, 208.30 feet to an iron pipe on the curving northeast line of Lake Austin Boulevard;

THENCE departing the west line of said Jung tract along the east line of Lake Austin Boulevard the following two (2) courses:

1. a distance of 326.54 feet along the arc of a curve to the right having a central angle of 15°04'04", a radius of 1241.69 feet, and a chord bearing N 37°24' W, 325.60 feet to a point of tangency, and

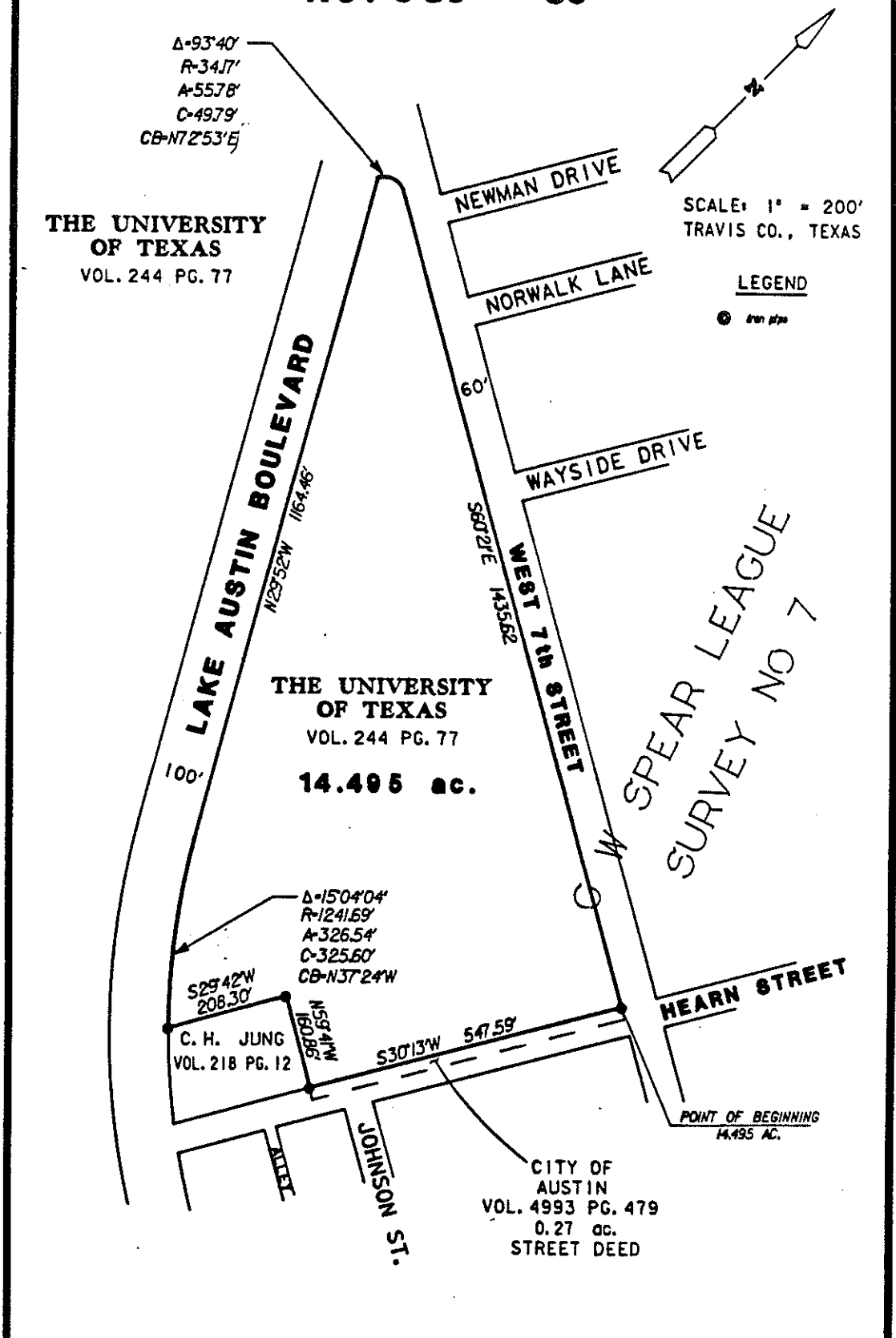
2. N 29°52' W, 1164.46 feet to a point of curvature;

THENCE departing the east line of said Lake Austin Boulevard along the south line of said West 7th Street the following two (2) courses:

1. a distance of 55.78 feet along the arc of a curve to the right having a central angle of 93°40', a radius of 34.17 feet, and a chord bearing N 72°53' E, 49.79 feet to a point of tangency, and

2. S 60°21' E, 1435.62 feet to the POINT OF BEGINNING containing 14.495 acres of land more or less.

SKETCH TO ACCOMPANY FIELD NOTE NO. 836 - 08



DATE : MARCH 31, 1988
 JOB NO.: 836-0100-01

Lichliter/Jameson & Associates, Inc. **LJA**
 CONSULTING ENGINEERING PLANNING SURVEYING
 811 BARTON SPRINGS ROAD, SUITE 400, AUSTIN, TEXAS 78704-1164, 512/474-8900

EXHIBIT A-5
TOWN LAKE TRACT

MARCH 29, 1988 JOB NO. 836-0100-01 FIELD NOTE NO. 836-11
GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS, TOWN LAKE TRACT

FIELD NOTES

A DESCRIPTION OF 156.210 ACRES OF LAND SITUATED IN THE D. J. GILBERT, SURVEY NO. 8 AND THE G. W. SPEAR LEAGUE, SURVEY NO. 7, TRAVIS COUNTY, TEXAS BASED UPON A SURVEY PERFORMED BY METCALFE ENGINEERING COMPANY, AUSTIN, TEXAS IN NOVEMBER - DECEMBER 1968 AND SHOWN ON PLAN R205C, REVISED SEPTEMBER, 1977, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED FROM GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY DEED RECORDED IN VOLUME 244, PAGE 77 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 156.210 ACRES OF LAND AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument at the southeast corner of that certain tract of land conveyed to Howell Refining Company by deed recorded in Volume 1733, Page 118 of said deed records, being on the west line of Lake Austin Boulevard, a one hundred (100) foot right-of-way, being the east line hereof;

THENCE along the west line of said Lake Austin Boulevard the following five (5) courses:

1. S 32°27' E, 216.00 feet to an iron stake at a point of curvature,
2. a distance of 164.62 feet along the arc of a curve to the right having a central angle of 02°35', a radius of 3651.04 feet and a chord bearing S 31°09'30" E, 164.60 feet to an iron stake at a point of tangency,
3. S 29°52' E, 1958.44 feet to an iron stake at a point of curvature,
4. a distance of 437.90 feet along the arc of a curve to the left having a central angle of 18°42', a radius of 1341.69 feet and a chord bearing S 39°13' E, 435.96 feet to an iron stake at a point of tangency, and
5. S 48°34' E, 131.07 feet to an iron stake at the northwest corner of Lot 4, Block 2, Johnson's River Addition, a subdivision recorded in Book 3, Page 244 of the Plat Records of Travis County, Texas;

THENCE departing the west line of said Lake Austin Boulevard along the west line of said Johnson's River Addition the following three (3) courses:

1. S 29°49' W, 148.50 feet to an iron pipe,
2. S 54°17' E, 1.71 feet to a point, and
3. S 30°12' W, 215.75 feet to an iron stake at the southwest corner of Lot 8, Block 2;

THENCE departing the west line of said Johnson's River Addition along the northwest line of the City of Austin Deep Eddie Bathing Beach the following three (3) courses:

1. S 61°36' W, 23.50 feet to an iron stake,
2. S 30°18' W, 110.46 feet to an iron pipe, and

3. S 30°42' W, 117.57 feet to a point on a traverse line offset easterly from the bank of the Colorado River;

THENCE departing the northwest traverse line of the City of Austin Deep Eddie Bathing Beach along said traverse line with the meanders of the bank of the Colorado River the following sixteen (16) courses:

1. N 51°48' W, 468.53 feet to an iron stake,
2. N 50°54' W, 382.03 feet to an iron stake,
3. N 48°45' W, 451.42 feet to an iron stake,
4. N 43°58' W, 441.68 feet to an iron stake,
5. N 50°15' W, 508.52 feet to an iron stake,
6. N 44°29' W, 900.78 feet to an iron stake,
7. N 36°51' W, 728.26 feet to an iron stake,
8. N 27°35' W, 243.67 feet to an iron stake,
9. N 45°58' W, 158.50 feet to an iron stake,
10. N 13°14' W, 259.87 feet to an iron stake,
11. N 31°40' W, 440.24 feet to an iron stake,
12. N 14°27' W, 340.72 feet to an iron stake,
13. N 03°42' W, 471.63 feet to an iron stake,
14. N 00°19' W, 270.49 feet to an iron stake,
15. N 10°58' W, 395.38 feet to an iron stake, and
16. N 05°38' W, 165.62 feet to an iron stake on the south line of that certain 31.6 acre tract of land conveyed to the City of Austin by deed recorded in Volume 181, Page 204 of said deed records;

THENCE departing said traverse line and the meanders of the bank of the Colorado River along the south line of said 31.6 acre tract N 88°51' E, 561.51 feet to an iron stake;

THENCE departing the south line of said 31.6 acre tract along the east line of said 31.6 acre tract N 03°35' E, 707.59 feet to an iron stake on the west line of said Lake Austin Boulevard;

THENCE departing the east line of said 31.6 acre tract along the west line of said Lake Austin Boulevard the following three (3) courses:

1. S 03°45' E, 103.74 feet to an iron stake at a point of curvature,
2. a distance of 710.15 feet along the arc of a curve to the right having a central angle of 28°42', a radius of 1417.72 feet and a chord bearing S 18°06' E, 702.75 feet to an iron stake at a point of tangency, and

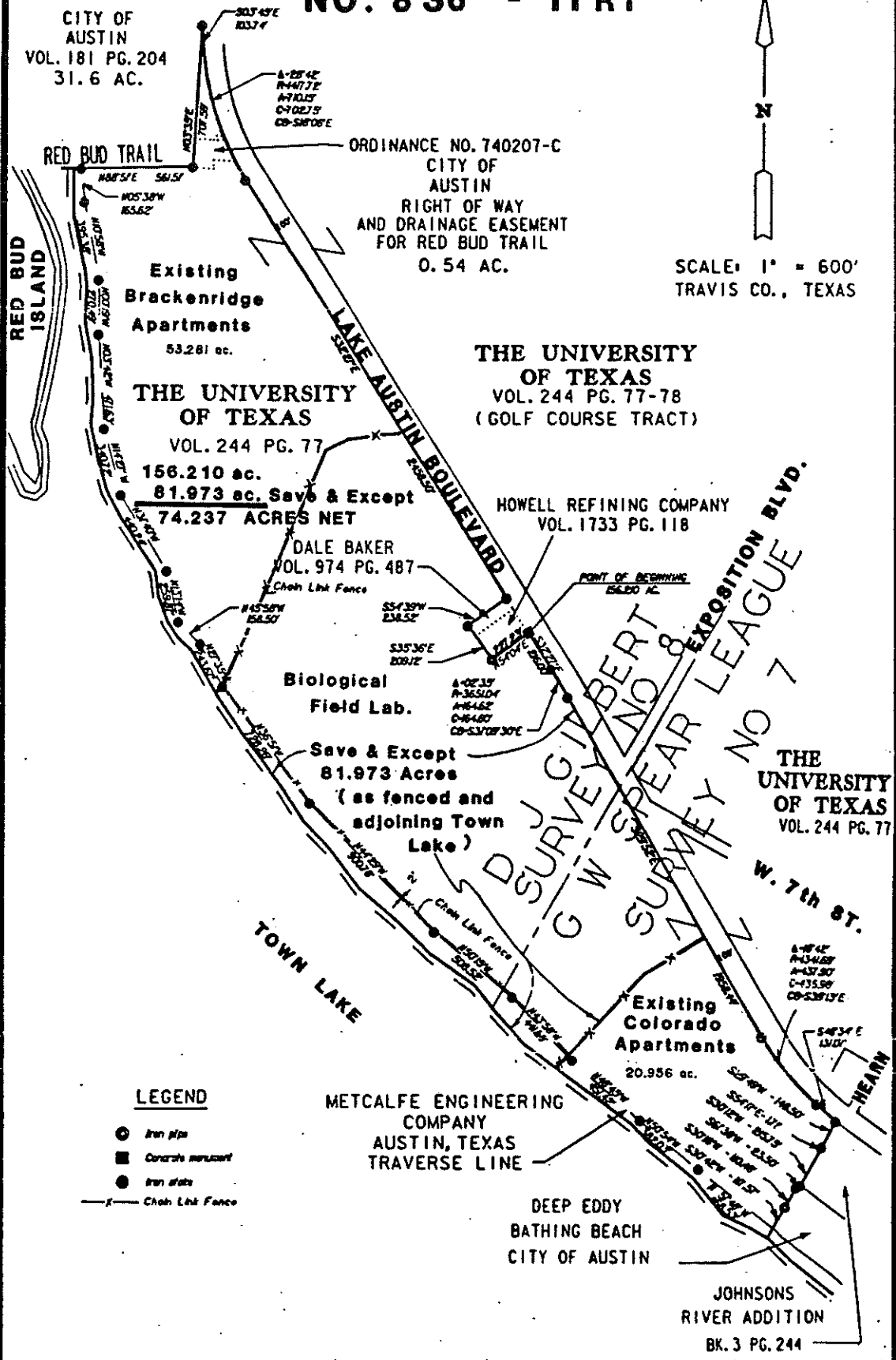
3. S 32°27' E, 2458.50 feet to an iron pipe at the north corner of that certain tract of land conveyed to Dale Baker by deed recorded in Volume 974, Page 487 of said deed records;

THENCE departing the west line of said Lake Austin Boulevard along the north line of said Baker tract S 54°39' W, 238.52 feet to an iron stake;

THENCE departing the north line of said Baker tract along the west line of said Baker tract and said Howell tract S 35°36' E, 209.12 feet to an iron pipe;

THENCE departing the west line of said Baker and Howell tracts along the south line of said Howell tract N 54°04' E, 227.23 feet to the POINT OF BEGINNING containing 156.210 acres of land more or less together with an indeterminable acreage lying between said traverse line and the submerged bank of the Colorado River.

SKETCH TO ACCOMPANY FIELD NOTE NO. 836 - 11 R1



CITY OF AUSTIN
VOL. 181 PG. 204
31.6 AC.

ORDINANCE NO. 740207-C
CITY OF AUSTIN
RIGHT OF WAY
AND DRAINAGE EASEMENT
FOR RED BUD TRAIL
0.54 AC.

SCALE: 1" = 600'
TRAVIS CO., TEXAS

Existing
Brackenridge
Apartments
53,281 ac.

THE UNIVERSITY
OF TEXAS
VOL. 244 PG. 77-78
(GOLF COURSE TRACT)

THE UNIVERSITY
OF TEXAS
VOL. 244 PG. 77
156.210 ac.
81.973 ac. Save & Except
74.237 ACRES NET

HOWELL REFINING COMPANY
VOL. 1733 PG. 118

DALE BAKER
VOL. 974 PG. 487

Biological
Field Lab.

Save & Except
81.973 Acres
(as fenced and
adjoining Town
Lake)

THE UNIVERSITY
OF TEXAS
VOL. 244 PG. 77

METCALFE ENGINEERING
COMPANY
AUSTIN, TEXAS
TRAVERSE LINE

DEEP EDDY
BATHING BEACH
CITY OF AUSTIN

JOHNSONS
RIVER ADDITION
BK. 3 PG. 244

DATE: MARCH 29, 1988

JOB NO.: 836-0100-01

Lichter/Jameson & Associates, Inc. **LJA**

CONSULTING ENGINEERING PLANNING SURVEYING
811 BARTON SPRINGS ROAD, SUITE 400, AUSTIN, TEXAS 78704-1164, 512/474-9500

EXHIBIT A-6
STRATFORD TRACT

MARCH 31, 1988 JOB NO. 836-0100-01 FIELD NOTE NO. 836-06
GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS, 95 ACRE TRACT

FIELD NOTES

A DESCRIPTION OF 96.072 ACRES OF LAND SITUATED IN THE HENRY P. HILL LEAGUE, SURVEY NO. 21, TRAVIS COUNTY, TEXAS BASED UPON A SURVEY PERFORMED BY METCALFE ENGINEERING COMPANY, AUSTIN, TEXAS IN JANUARY - FEBRUARY 1969 AND SHOWN ON PLAN R205D, REVISED APRIL, 1985, BEING THAT CERTAIN 95 ACRE TRACT OF LAND CONVEYED FROM GEORGE BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY DEED RECORDED IN VOLUME 244, PAGE 77 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 96.072 ACRES OF LAND AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pipe at the northeast corner of that certain 16.25 acre tract of land conveyed to F.M. Bulian recorded in Volume 611, Page 404 of said deed records, being on the west line of that certain 29.831 acre tract of land conveyed to Jack Stableford by deed recorded in Volume 966, Page 328 of said deed records as resolved by a boundary agreement between The Board of Regents of The University of Texas System and Jack Stableford, et ux and recorded in Volume 4017, Page 685 of said deed records, being the southerly southeast corner of the herein described tract;

THENCE along the north line of said 16.25 acre tract, being the south line hereof, N 60°09' W, 647.47 feet to an iron pipe on the east line of that certain 21.3 acre tract of land conveyed to F.W. Bulian recorded in Volume 1820, Page 269 of said deed records and the recognized west line of the Henry P. Hill League, Survey No. 21;

THENCE along the west line of said Henry P. Hill League, being the west line hereof N 30°14' E, at 1157.25 feet pass a concrete monument at the northeast corner of said 21.3 acre tract, being the southeast corner of that certain 109.27 acre tract of land conveyed to the City of Austin and recorded in Volume 585, Page 612 of the said deed records, at 2540.88 feet pass a steel pin at the south line of Red Bud Trail, a one hundred (100) foot right-of-way conveyed as 3.15 acres of land to the City of Austin for street purposes by deed recorded in Volume 4993, Page 483 of said deed records, at 2642.12 feet pass a steel pin at the north line of said Red Bud Trail, at 3226.66 feet pass a concrete monument at the northeast corner of said 109.27 acre tract, being the southeast corner of that certain tract of land conveyed to the City of Austin recorded in Volume 587, Page 305 of said deed records, and in all a distance of 4475.33 feet to a point on the edge of Lake Austin;

THENCE departing the west line of said Henry P. Hill League along the edge of Lake Austin, crossing over Tom Miller Dam and along the low bank of the Colorado River the following fifteen (15) courses:

1. S 19°23' E, 49.71 feet to a steel pin,
2. S 04°07' W, 112.73 feet to a steel pin,
3. S 02°17' E, 174.16 feet to a steel pin,
4. S 06°32' W, 209.43 feet to a steel pin,

5. S 01°03' W, 168.86 feet to a steel pin,
6. S 05°10' E, 158.05 feet to a steel pin,
7. S 02°43' E, 164.98 feet to a steel pin on the north line of said Red Bud Trail,
8. S 10°08' E, 52.11 feet to a point,
9. S 06°09' E, 51.25 feet pass the south line of said Red Bud Trail, and in all 104.00 feet to a steel pin,
10. S 05°11' E, 137.10 feet to a steel pin,
11. S 14°50' E, 272.01 feet to a steel pin,
12. S 16°47' E, 344.17 feet to a steel pin,
13. S 62°39' E, 25.18 feet to a steel pin,
14. S 24°49' E, 111.30 feet to a steel pin, and
15. S 07°31' E, 111.31 feet to an iron pipe on the east line hereof, being the west line of that certain 24.549 acre tract of land conveyed to Charles G. Trenckman, Trustee by deed recorded in Volume 3342, Page 1353 of said deed records as resolved by a boundary agreement between the Board of Regents of The University of Texas System and Charles G. Trenckman, Trustee, First Party and Walter Wukasch, second party recorded in Volume 4017, Page 688 of said deed records;

THENCE departing the said low bank of the Colorado River along the east line hereof, being the west line of said 24.549 acre tract the following five (5) courses:

1. S 29°55' W, 842.70 feet to a concrete monument,
2. S 29°53' W, 247.84 feet to a steel pin on the east line of Stratford Drive, a sixty (60) foot right-of-way easement dedicated as 2.1 acres of land to the City of Austin by deed recorded in Volume 4218, Page 816 of said deed records,
3. S 29°53' W, crossing said Stratford Drive, 105.89 feet to a steel pin on the west line of said Stratford Drive,
4. S 29°53' W, 268.85 feet to a concrete monument, and
5. S 29°40' W, 173.30 feet to a concrete monument at the southwest corner of said 24.549 acre tract, being the northwest corner of that certain 23.20 acre tract of land conveyed to A. D. Stenger by deed recorded in Volume 1264, Page 129 of said deed records as resolved by a boundary agreement between the Board of Regents of The University of Texas System and A. D. Stenger, et ux recorded in Volume 4017, Page 692 of said deed records;

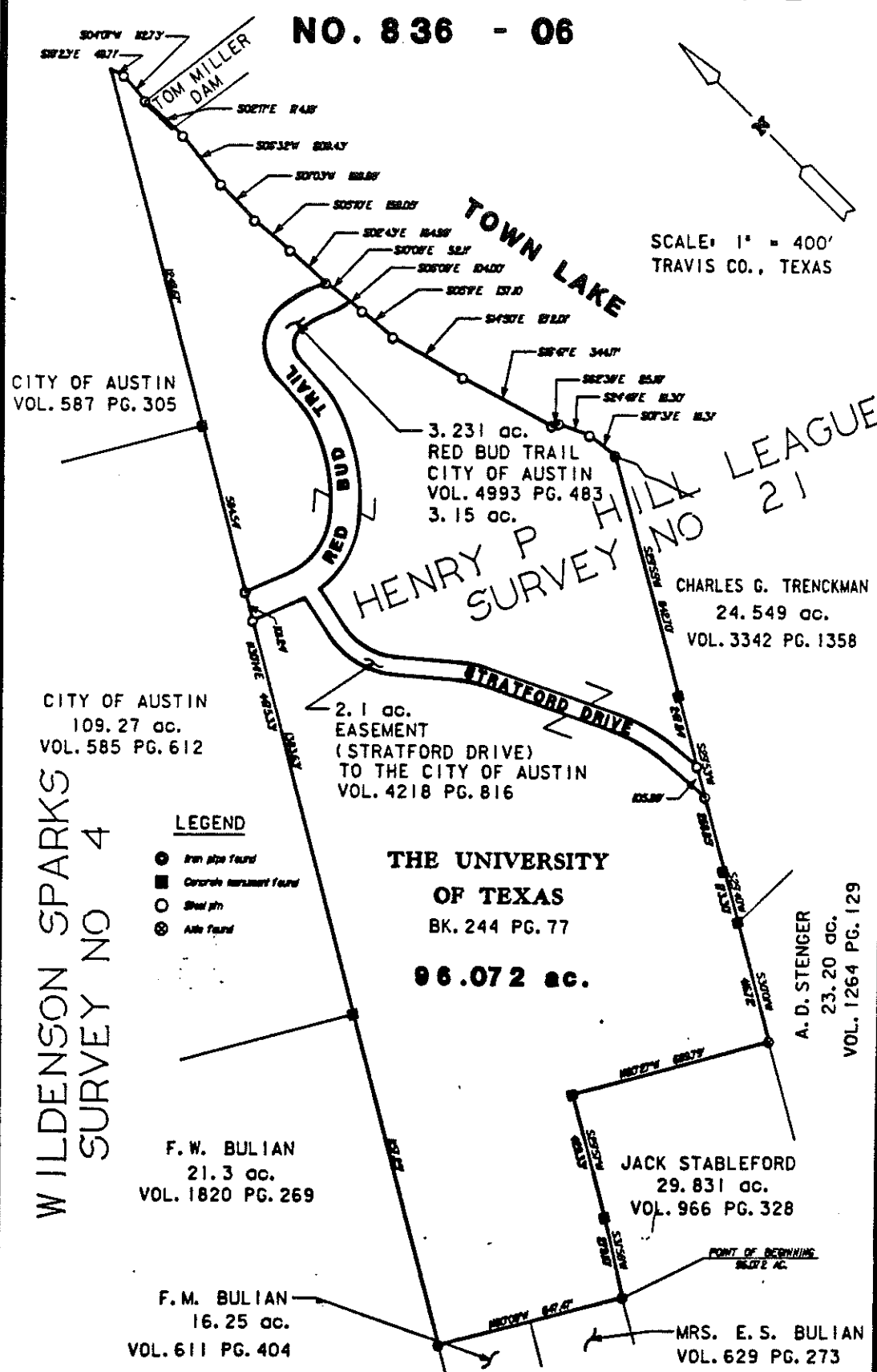
THENCE departing the west line of said 24.549 acre tract along the east line hereof, being the west line of said 23.20 acre tract, S 30°01' W, 416.72 feet to an axle at the most easterly southeast corner hereof, being the northeast corner of said 29.831 acre tract;

THENCE departing the west line of said 23.20 acre tract along the north line of said 29.831 acre tract N 60°27'W, 689.79 feet to a concrete monument;

THENCE departing the north line of said 29.831 acre tract along the west line of said 29.831 acre tract, being an interior east line hereof the following two (2) courses:

1. S 29°57' W, 429.33 feet to a concrete monument, and
2. S 31°56' W, 279.10 feet to the POINT OF BEGINNING containing 96.072 acres of land more or less; save and except that certain 2.1 acre tract of land dedicated as a sixty (60) foot right-of-way easement to the City of Austin as Stratford Drive and recorded in Volume 4218, Page 816 of said deed records and that certain 3.15 acre tract of land conveyed to the City of Austin by street deed for Red Bud Trail and recorded in Volume 4993, Page 483 of said deed records.

SKETCH TO ACCOMPANY FIELD NOTE NO. 836 - 06



SCALE: 1" = 400'
TRAVIS CO., TEXAS

CITY OF AUSTIN
VOL. 587 PG. 305

3.231 ac.
RED BUD TRAIL
CITY OF AUSTIN
VOL. 4993 PG. 483
3.15 ac.

HENRY P HILL
SURVEY NO 21
LEAGUE

CHARLES G. TRENCKMAN
24.549 ac.
VOL. 3342 PG. 1358

CITY OF AUSTIN
109.27 ac.
VOL. 585 PG. 612

2.1 ac.
EASEMENT
(STRATFORD DRIVE)
TO THE CITY OF AUSTIN
VOL. 4218 PG. 816

WILDENSON SPARKS
SURVEY NO 4

LEGEND

- Iron pipe found
- Concrete monument found
- Steel pin
- ⊗ Ache found

THE UNIVERSITY
OF TEXAS
BK. 244 PG. 77
96.072 ac.

F.W. BULIAN
21.3 ac.
VOL. 1820 PG. 269

A.D. STENGER
23.20 ac.
VOL. 1264 PG. 129

JACK STABLEFORD
29.831 ac.
VOL. 966 PG. 328

F.M. BULIAN
16.25 ac.
VOL. 611 PG. 404

MRS. E.S. BULIAN
VOL. 629 PG. 273

DATE: MARCH 31, 1988
JOB NO.: 836-0100-01

Lichter/Jameson & Associates, Inc. **LJA**
CONSULTING ENGINEERING PLANNING SURVEYING
811 BARTON SPRINGS ROAD, SUITE 400, AUSTIN, TEXAS 78704-1184, 512/474-8800

EXHIBIT B-1
LIONS MUNICIPAL GOLF COURSE TRACT

OCTOBER 15, 1987 JOB NO. 836-0100-01 FIELD NOTE NO. 836-3
BOUNDARY OF GOLF COURSE TRACT LESS LAKE ADDITION AND PROPOSED
W.A.Y.A. 14.56 ACRE TRACT

A DESCRIPTION OF 141.38 ACRE TRACT OF LAND SITUATED IN THE D. J. GILBERT SURVEY NO. 8, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 353 ACRE TRACT OF LAND CONVEYED BY GEORGE W. BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY DEED DATED JUNE 17, 1910 AND RECORDED IN BOOK 244, PAGES 77 AND 78 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID 141.38 ACRE TRACT OF LAND, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron pipe found for the most southerly east corner of the herein described tract, being the southerly southwest corner of that certain 5.53 acre tract of land conveyed to The City of Austin for street purposes as Tract Number Three recorded in Volume 4993, Pages 489 to 495 of said deed records, being on the west line of existing Exposition Boulevard and on the northeast line of Lake Austin Boulevard;

THENCE along the northeast line of said Lake Austin Boulevard in a northwesterly direction the following five (5) courses:

1. N 29°52'04" W, 383.94 feet to a 1/2 inch iron pipe found for a non-tangent point of curvature,
2. a distance of 169.14 feet along the arc of a curve to the left having a central angle of 2°35'01", a radius of 3,751.04 feet and a chord bearing N 31°10'55" W, 169.13 feet to a 1/2 inch iron pipe found for a non-tangent point,
3. N 32°27'00" W, 2,881.84 feet to a 1/2 inch iron pipe found for a non-tangent point of curvature,
4. a distance of 659.98 feet along the arc of a curve to the right having a central angle of 28°41'48", a radius of 1,317.72 feet and a chord bearing N 18°04'40" W, 653.10 feet to a 1/2 inch iron pipe found for a non-tangent point, and
5. N 03°45'00" W, parallel to and a perpendicular distance of 50.00 feet east of the monumented centerline of Lake Austin Boulevard as shown on drawing number R-6 in the records of the Department of Engineering of the City of Austin, Texas, 225.87 feet to a 5/8 inch iron rod set for the northwesterly corner of the herein described tract;

THENCE departing the east line of said Lake Austin Boulevard N 87°44'57" E, at 7.46 feet pass a 5/8 inch iron rod set at the southwest corner of Lake Addition, a subdivision recorded in Book 137, Page 377 of the said deed records, being the southwest corner of Park Street, a dedicated sixty (60) foot right-of-way of said Lake Addition later vacated by City of Austin Ordinance No. 731213A and retained as a sixty (60) foot Public Utility Easement as recorded in Volume 4820, Page 598 and continuing along the south line of said Lake Addition being the south line of said Park Street a total distance of 1,384.86 feet to a 1/2 inch iron pipe found for the southeast corner of said Park Street, being on the south line of existing Enfield Road;

THENCE along the south line of Enfield Road S 60°43'03" E, 92.46 feet to a 5/8 inch iron rod set at the most northerly southwest corner of that certain 5.53 acre tract of land conveyed to the City of Austin for street purposes as Tract Number Three recorded in Volume 4993, Pages 489 to 495 of said deed records;

THENCE along the south line of said Enfield Road, being the most northerly south line of said 5.53 acre tract S 60°29'08" E, 1,176.72 feet to a 5/8 inch iron rod set in the southerly prolongation of the centerline of Hopi Trail, being 23.52 feet south of the monumented baseline of Enfield Road from Hopi Trail westerly to Schulle Avenue as shown in the records of the Department of Engineering of the City of Austin;

THENCE continuing along the south line of said Enfield Road, being the most northerly south line of said 5.53 acre tract S 59°04'00" E, 117.61 feet to a 5/8 inch iron rod set;

THENCE departing the south line of said Enfield Road and crossing said University tract in a southerly direction the following seven courses:

1. S 42°14'36" W, 458.84 feet to a 5/8 inch iron rod set,
2. S 19°36'11" E, 352.49 feet to a 5/8 inch iron rod set,
3. N 84°48'18" E, 222.56 feet to a 5/8 inch iron rod set,
4. S 78°55'27" E, 281.07 feet to a 5/8 inch iron rod set,
5. S 41°50'16" E, 178.37 feet to a 3/4 inch iron rod in a concrete monument found marked number 3 as shown on Plan Number R-205-A of Metcalfe Engineering Company of Austin, Texas,
6. S 31°55'23" E, 75.55 feet to a 5/8 inch iron rod set, and
7. S 13°47'39" E, 332.44 feet to a 5/8 inch iron rod set on the east line of the herein described tract, being on the west line of said 5.53 acre tract being the west line of Exposition Boulevard;

THENCE along the west line of said 5.53 acre tract, being the west line of Exposition Boulevard and the east line of the herein described tract the following two (2) courses:

1. S 29°50'13" W, 736.22 feet to a 5/8 inch iron rod set, and

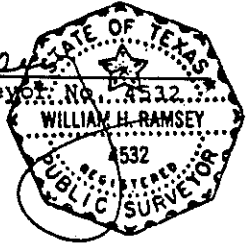
2. S 29°56'14" W, 1,454.80 feet to the POINT OF BEGINNING containing 141.38 acres of land more or less.

THE STATE OF TEXAS :
COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS:

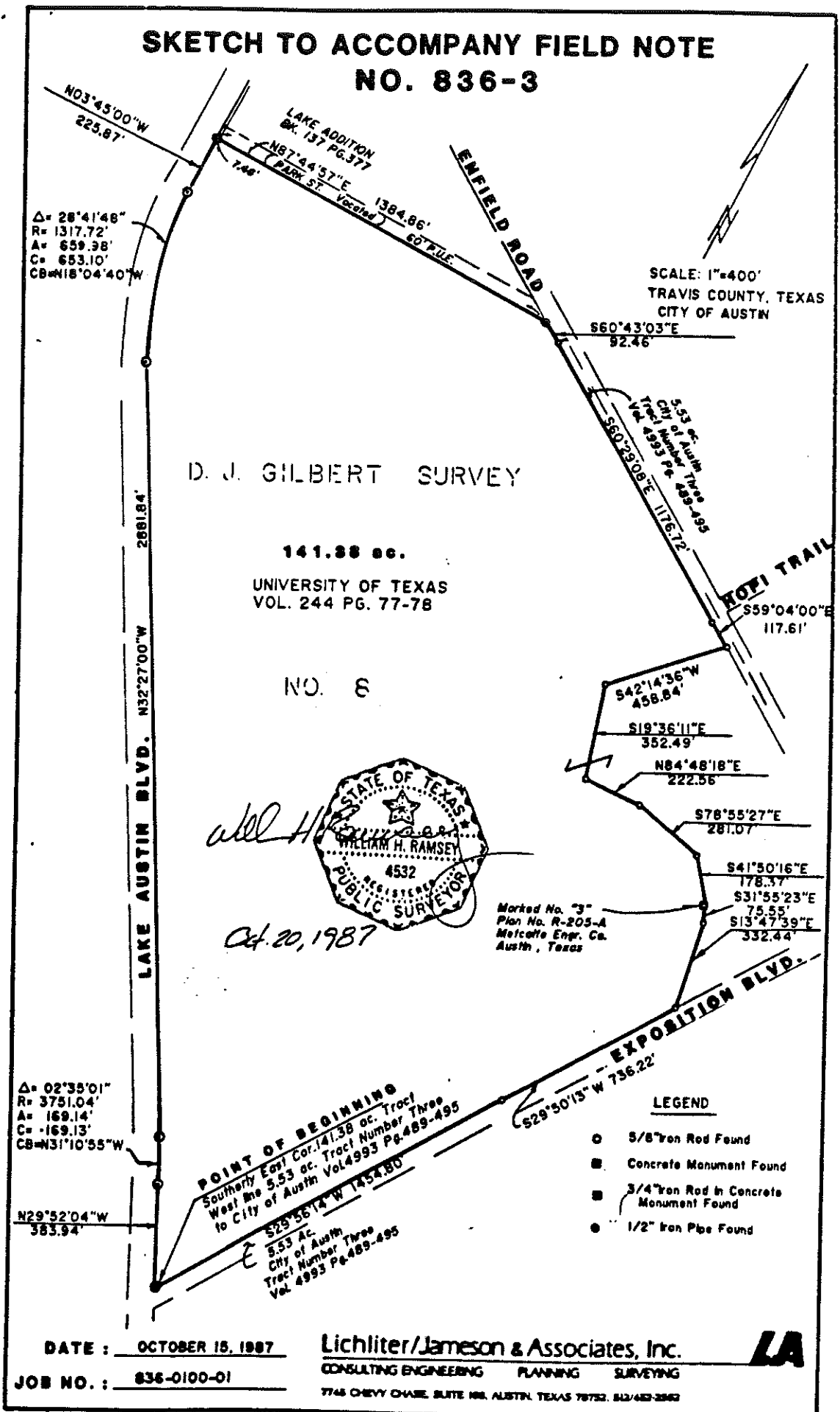
That I, William H. Ramsey, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL AT Austin, Travis County, Texas this the 20th day of October, 1987 A.D.

William H. Ramsey
Registered Public Surveyor No. 4532
State of Texas



SKETCH TO ACCOMPANY FIELD NOTE NO. 836-3



$\Delta = 28^{\circ}41'48''$
 $R = 1317.72'$
 $A = 659.38'$
 $C = 653.10'$
 $CB = N18^{\circ}04'40''W$

SCALE: 1"=400'
 TRAVIS COUNTY, TEXAS
 CITY OF AUSTIN

D. J. GILBERT SURVEY

141.38 ac.

UNIVERSITY OF TEXAS
VOL. 244 PG. 77-78

NO. 8

William H. Ramsey

 Oct 20, 1987

Marked No. "3"
 Plan No. R-205-A
 Melcotte Engr. Co.
 Austin, Texas

$\Delta = 02^{\circ}35'01''$
 $R = 3751.04'$
 $A = 169.14'$
 $C = 169.13'$
 $CB = N31^{\circ}10'55''W$

POINT OF BEGINNING
 Southerly East Cor. 141.38 ac. Tract
 West 1/2 Sec. 5.53 ac. Tract Number Three
 to City of Austin Vol. 4993 Pg. 489-495
 $S29^{\circ}56'14''W$ 1454.80'

5.53 Ac.
 City of Austin
 Tract Number Three
 Vol. 4993 Pg. 489-495

LEGEND

- 5/8" Iron Rod Found
- Concrete Monument Found
- 3/4" Iron Rod in Concrete Monument Found
- 1/2" Iron Pipe Found

DATE : OCTOBER 15, 1987

JOB NO. : 836-0100-01

Lichtler/Jameson & Associates, Inc.

CONSULTING ENGINEERING PLANNING SURVEYING

7748 CREVY CHASE, SUITE 100, AUSTIN, TEXAS 78752, 512/452-2862



EXHIBIT B-2
WEST AUSTIN YOUTH ASSOCIATION TRACT

OCTOBER 15, 1987 JOB NO. 836-0100-01 FIELD NOTE NO. 836-2
PROPOSED WEST AUSTIN YOUTH ASSOCIATION LEASE PARCEL TRACT

A DESCRIPTION OF 14.56 ACRES OF LAND SITUATED IN THE D. J. GILBERT SURVEY NO. 8, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 353 ACRE TRACT OF LAND CONVEYED BY GEORGE W. BRACKENRIDGE TO THE UNIVERSITY OF TEXAS BY DEED DATED JUNE 17, 1910 AND RECORDED IN BOOK 244, PAGES 77 AND 78 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID 14.56 ACRE TRACT OF LAND, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod set at the northeast corner of the herein described tract, being an interior ell corner on the west and northerly south line of that certain 5.53 acre tract of land conveyed to The City of Austin for street purposes as Tract Number Three recorded in Volume 4993, Pages 489 to 495 of said deed records, being on the south line of existing Enfield Road and the west line of existing Exposition Boulevard, from which a City of Austin concrete monument numbered 328 as shown in the records of the Department of Engineering of the City of Austin bears N 68°43'31" E, 53.47 feet;

THENCE departing the south line of said Enfield Road and along the west line of said Exposition Boulevard, being the west line of said 5.53 acre tract S 29°50'13" W, 766.74 feet to a 5/8 inch iron rod set for the southeast corner of the herein described tract;

THENCE departing the west line of said Exposition Boulevard, being the west line of said 5.53 acre tract and crossing said University of Texas tract the following seven (7) courses:

1. N 13°47'39" W, 332.44 feet to a 5/8 inch iron rod set,
2. N 31°55'23" W, 75.55 feet to a 3/4 inch iron rod in a concrete monument found marked number 3 as shown on Plan Number R-205-A of Metcalfe Engineering Company of Austin, Texas,
3. N 41°50'16" W, 178.37 feet to a 5/8 inch iron rod set,
4. N 78°55'27" W, 281.07 feet to a 5/8 inch iron rod set,
5. S 84°48'18" W, 222.56 feet to a 5/8 inch iron rod set,
6. N 19°36'11" W, 352.49 feet to a 5/8 inch iron rod set, and
7. N 42°14'36" E, 458.84 feet to a 5/8 inch iron rod set on the south line of said Enfield Road, being on the northerly south line of said 5.53 acre tract;

THENCE along the south line of said Enfield Road, being the northerly south line of said 5.53 acre tract the following three (3) courses:

1. S 59°04'00" E, 688.52 feet to a 5/8 inch iron rod set,


2. S 58°17'30" E, 312.90 feet to a 5/8 inch iron rod set, and
3. S 59°07'03" E, 81.75 feet to the POINT OF BEGINNING containing 14.56 acres of land more or less.

THE STATE OF TEXAS :
COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS:

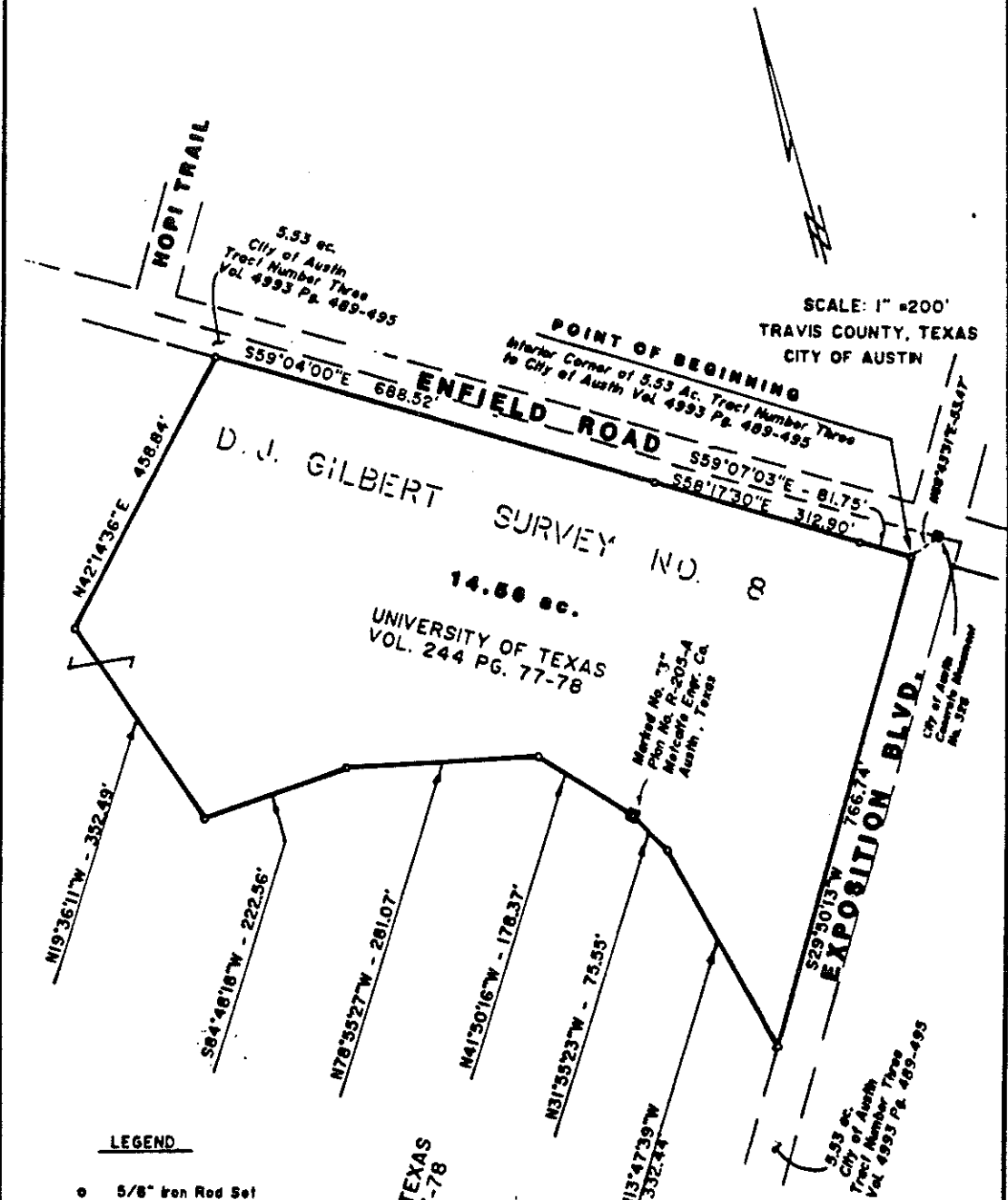
That I, William H. Ramsey, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL AT Austin, Travis County, Texas this the 20th day of October, 1987 A.D.

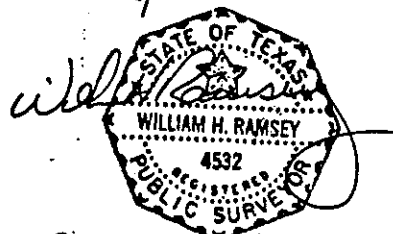
William H. Ramsey
Registered Public Surveyor
State of Texas



SKETCH TO ACCOMPANY FIELD NOTE NO. 836-2



SCALE: 1" = 200'
TRAVIS COUNTY, TEXAS
CITY OF AUSTIN



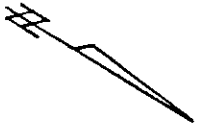
Oct. 20, 1987

DATE : OCTOBER 15, 1987
JOB NO. : 836-0100-01

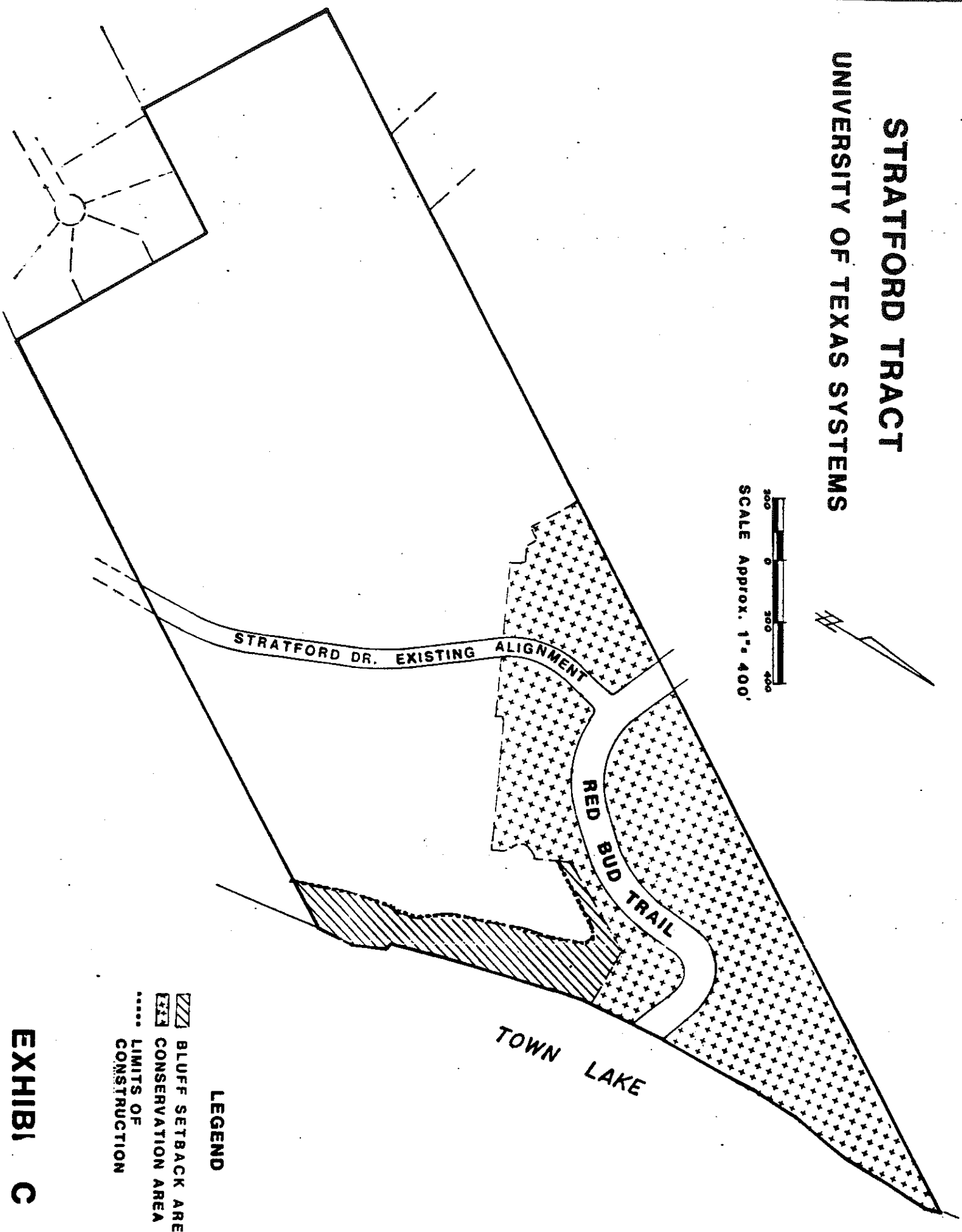
Lichtner/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING
7745 CHEVY CHASE, SUITE 100, AUSTIN, TEXAS 78752. 512/452-3882






STRATFORD TRACT UNIVERSITY OF TEXAS SYSTEMS



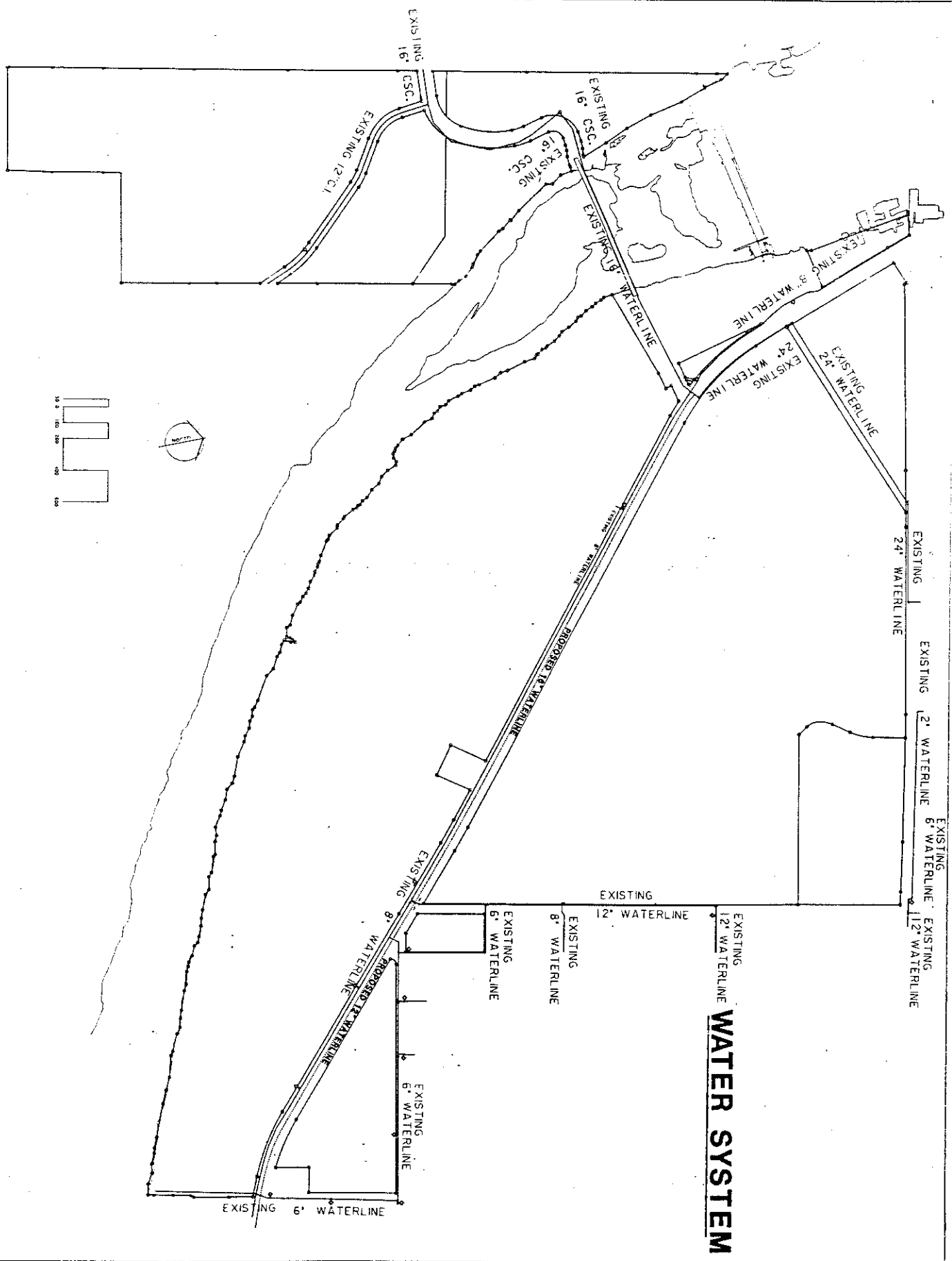
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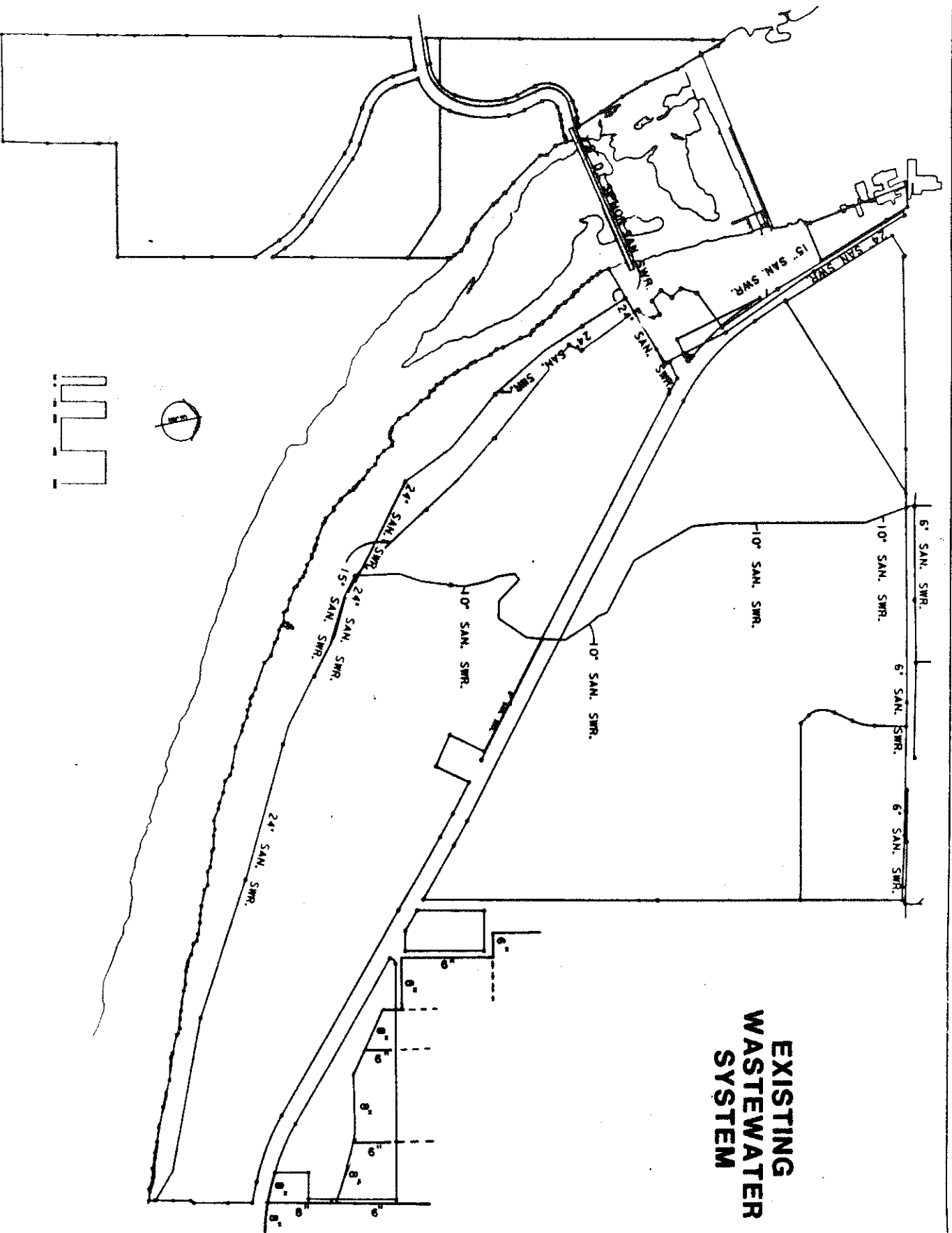
- LEGEND**
-  BLUFF SETBACK AREA
 -  CONSERVATION AREA
 -  LIMITS OF CONSTRUCTION

THE BRACKENRIDGE TRACT
THE UNIVERSITY OF TEXAS SYSTEM

EXHIBIT D
LICHLITER/JAMESON & ASSOCIATES



**EXISTING
WASTEWATER
SYSTEM**



THE BRACKENRIDGE TRACT
THE UNIVERSITY OF TEXAS SYSTEM

EXHIBIT E
LICHLITER/JAMESON & ASSOCIATES

FILED
1989 JUN 27 PM 1:23

DANA COLEMAN
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return to U.T. System
Endowment Real Estate
210 West 6th
Austin, Texas 78701

Euna Pryor
499-4333

RT.

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions, and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

JUN 27 1989



Dana Coleman
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
Travis County, Texas

10968-0562-B