

**RED BLUFF PARTNERS, LLC'S AGREEMENT REGARDING  
NEIGHBORHOOD SUPPORT  
OF RED BLUFF HOTEL PROJECT**

January 13, 2015

This Agreement is entered in as of the 13 day of January, 2015 between Red Bluff Partners, LLC ("the Applicant") and the Govalle/Johnston Terrace Neighborhood Association Contact Team ("G/JTCT") regarding the Applicant's proposal of the following site plan notes, variance conditions, restrictive covenant terms, and memorandum of understanding in exchange for the support of the G/JTCT of the Red Bluff Hotel Project as described in Case No. SPC-2014-0175A.

**Recitals**

WHEREAS, the Applicant seeks the support of G/JTCT for three variances with respect to its property at 4701 Red Bluff Road, Austin, Texas (the "Site"): (i) from Section 25-2-721(B)(1) of the City of Austin Land Development Code (the "Code"), which prohibits parking areas and structures within the primary setback of the Waterfront Overlay (the "Primary Setback Variance"), and (ii) from Sections 25-2-721(C)(1) and (C)(2) of the Code, which provide certain development restrictions in the secondary setback of the Waterfront Overlay (the "Secondary Setback Variances");

WHEREAS, the parties have been unable to reach agreement on conditions on which G/JTCT would support the Primary Setback Variance, but are in agreement on conditions on which G/JTCT would support the Secondary Setback Variances;

NOW THEREFOR, the Applicant hereby agrees to the following site plan notes, variance conditions, restrictive covenant terms and terms for a memorandum of understanding, conditioned upon final approval of the Primary and Secondary Setback Variances. In consideration of this agreement, G/JTCT will communicate its support for the Secondary Setback Variances to the City of Austin and its constituent bodies, including the Planning Commission; provided, however, that this Agreement shall not limit the right of G/JTCT to express its opposition to the Primary Setback Variance.

**I. Site Plan Notes**

To the extent that any of the foregoing proposed variances are granted, the parties agree that site plan notes will be placed on the plans reflecting such variances, along with any of the other provisions of this Agreement that appropriately can be included as site plan notes.

**II. Variance Conditions**

In order to further tie the requested variances to the development proposed by the Applicant, the Applicant agrees that the requested variances will be subject to the following conditions:

1. Existing impervious cover within the Primary Setback shall be reduced by 50%.
2. Development within the Primary setback shall be confined to the footprint of the existing impervious cover on the Site.
3. Development on the Site shall comply with the 35' height limit of the Waterfront Overlay.

4. The Applicant shall work with the City and LCRA authorities to remove invasive species on the northern bank of the Colorado River and enhance the ecological condition of the Site.
5. The Applicant shall preserve all protected or heritage trees on the Site, excluding any dead or diseased trees which must be removed to protect people or property.
6. Development on the Site shall meet or exceed all water quality requirements of Chapter 25-8 of the Austin City Code.

### **III. Restrictive Covenant**

The Applicant owns the property at 4701 Red Bluff Drive (the "River Bluff Tract") and the property at 4713 E. Cesar Chavez (the "Triangle Tract"). The Applicant, in consideration of the agreement of G/JTCT hereunder, agrees to impose upon the Property these covenants and conditions for the benefit of G/JTCT.

1. The Applicant has not sought, and will not seek, a variance from the 35-foot height limit in the secondary setback for the River Bluff Tract.
2. The Applicant agrees not to seek approval for a site plan providing more than 50 hotel rooms on the River Bluff Tract.
3. The Applicant agrees that all parking to serve development on the River Bluff Tract, not including accessible parking as required by Code, shall be provided off-site.
4. The Applicant agrees to prohibit liquor stores or pawn shops on the River Bluff Tract or Triangle Tract. No bars, except for those within the hotel or restaurant on the River Bluff Tract or Triangle Tract, will be included in this project.
5. The Applicant agrees not to provide public access to or commercial concessions on the Lower Colorado River from the River Bluff Tract.

The parties will negotiate the final terms of the restrictive covenant within thirty (30) days following execution of this Agreement. The restrictive covenants will be conditioned on final approval by the City of the Primary and Secondary Setback Variances and the Applicant's site plan.

### **IV. Memorandum of Understanding**

The following items do not touch and concern the land or otherwise are inappropriate for a restrictive covenant. The Applicant agrees to the following terms, in consideration of G/JTCT's agreements hereunder, and conditioned upon final approval of the Primary and Secondary Setback Variances and the Applicant's site plan:

1. The Applicant will make a good faith effort to recruit and include a local, non-chain grocery store as part of the retail space in the Triangle Tract.

2. The Applicant will work with G/JTCT and the City of Austin to redesign the East Cesar Chavez/Springdale/Red Bluff intersection to address and accommodate the project impact on the adjacent roadways, including but not limited to intersection redesign, sidewalks and signage.

3. The Applicant will design the project so that the primary entrance to the off-site parking garage for the Red Bluff Hotel will be from East Cesar Chavez. This shall not be construed, however, to preclude a secondary ingress/egress from the proposed parking garage along Red Bluff Drive.

4. When reasonably possible, the Applicant and its contractors will work with local minority- and women-owned neighborhood businesses and non-profit organizations to employ workers for design, preconstruction and construction phases, and service, hotel and complex staffing.

5. The average building height on the Triangle Tract shall not exceed 45' (forty-five feet). This average shall be calculated using the gross square footage of the Triangle Tract (including open space) in the denominator.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the \_\_\_\_ day of January, 2015.

RED BLUFF PARTNERS, LLC

By: [Signature]  
Name: JORDAN FORD  
Title: Director

G/JTCT/River Bluff NA.

By: [Signature]  
Name: Daniel Llanes  
Title: Chair, G/JTCT/River Bluff. NA.