

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AND AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT RELATED TO CAUSE NO. 94-07160, JOSIE ELLEN CHAMPION, ET AL V. CITY OF AUSTIN IN THE 353RD JUDICIAL DISTRICT COURT OF TRAVIS COUNTY; AMENDING ORDINANCE NO. 960613-J; AND WAIVING CERTAIN SECTIONS OF CITY CODE CHAPTER 25-2 AND LAKE AUSTIN WATERSHED REGULATIONS FROM ORDINANCE NO. 840301-F.

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

PART 1. In this ordinance:

- (1) ORIGINAL AGREEMENT means the 1996 Compromise Settlement Agreement related to Cause No. 94-07160, Josie Ellen Champion, et al v. City Of Austin in the 353rd Judicial District Court of Travis County.
- (2) FIRST AMENDMENT means the First Amendment to the Original Agreement attached as **Exhibit “1”** to this ordinance.
- (3) PROPERTY means Lot 1, Block A, Champion City Park East subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas, locally known as 6409 City Park Road in the City of Austin, Travis County, Texas and referred to as Tract 3 in the Original Agreement.
- (4) OWNER means Champion Assets, Ltd., Champion-Meier Assets, Ltd., and Champion Legacy Partners, L.P., successors to Josie Ellen Champion, Juanita Champion Meier, and Mary Margaret Champion Roberson.

PART 2. City Council adopts the First Amendment, which is attached as **Exhibit “1”** and incorporated herein by reference, and authorizes execution by the City Manager. City Council further authorizes the City Manager to accept the Restrictive Covenant associated with the First Amendment.

1 **PART 3.** To the extent that a conflict exists, Ordinance No. 960613-J is amended by the
2 First Amendment.

3
4 **PART 4.** City Council modifies, to the minimum extent necessary to implement the First
5 Amendment, the following City Code provisions.
6

7 (1) **Lake Austin Watershed Regulations (Ordinance No. 840301-F.)**

- 8 (a) Impervious Cover Limitations: Section 9-10-382 (*Prohibited on*
9 *Steep Slopes*) is modified to allow .07 acres of impervious cover on
10 slopes greater than 35%;
- 11 (b) Impervious Cover Limitations: Section 9-10-383 (a) (2) and (3)
12 (*Multi-Family Residential Development*) are modified to allow
13 2.32 acres of impervious cover on slopes of 15-25% gradient and
14 .90 acres of impervious cover on slopes of 25-35%;
- 15 (c) In no case may impervious cover on the Property exceed 5.49
16 acres.
- 17 (d) Erosion and Sedimentation Control: Section 9-10-409 (a) and (b)
18 (*Cut and Fill*) are modified to allow:
- 19 (i) a maximum 34,848 square feet of cut greater than 4 feet, but
20 less than 12 feet,
- 21 (ii) a maximum 17,424 square feet of cut greater than 12 feet,
22 but less than 20 feet,
- 23 (iii) a maximum 2,613.60 square feet of cut greater than 20 feet,
24 but less than 24 feet,
- 25 (iv) a maximum 217.80 square feet of cut greater than 24 feet,
26 but less than 28 feet,
- 27 (v) a maximum 79,932.60 square feet of fill greater than 4 feet,
28 but less than 12 feet,
- 29 (vi) a maximum 20,037.60 square feet of fill greater than 12 feet,
30 but less than 20 feet,
- 31 (e) City Council waives provisions of Section 9-10-377 (*Variances*)
32 that require approval from the Planning Commission for variances
33 from Lake Austin Watershed Ordinance No. 840301-F.
34
35

1 (2) **Hill Country Roadway Requirements. City Code Chapter 25-2,**
2 **Subchapter C, Articles 9 and 11.**

- 3 (a) Landscaping: Section 25-2-1023 (D) (2) (*Roadway Vegetative*
4 *Buffer*) is modified to allow a building to be placed within 10 feet
5 of a dedicated drainage easement;
- 6 (b) City Council modifies provisions of Section 25-2-1001
7 (*Procedures*) to allow City Council approval of alternatives to
8 compliance with Article 9 without Land Use Commission
9 approval.
- 10 (c) Development Standards: Section 25-2-1123(B) (1) and (2), (C),
11 and (D) (*Construction on Slopes*) are modified to allow:
- 12 (i) additional construction methods beyond pier & beam,
13 (ii) the placement of walls lower than the finish floor elevation
14 for the garage,
15 (iii) structural excavation down gradient of 15% slopes to exceed
16 8 feet (up to 34 feet), and
17 (iv) 8 foot tall terraced walls;
- 18 (d) Development Standards: Section 25-2-1124(A) (1) (*Building*
19 *Height*) is modified to allow a development bonus to a proposed
20 development without a determination that an unusual circumstance
21 exists;
- 22 (e) City Council modifies provisions of Section 25-2-1105 (*Waivers*)
23 to allow City Council approval of waivers of Article 11 provisions
24 without Land Use Commission approval.

25
26 **PART 5.** The variances and waivers in Part 4 are conditioned on implementation and
27 compliance with the following environmental controls during the construction phase of the
28 development. A site plan or building permit may not be approved, released, or issued if the
29 development is not in compliance with the following:

- 30 (1) Comply with current Environmental Criteria Manual (ECM)
31 requirements for construction phase temporary erosion and sedimentation
32 controls.
- 33 (2) Install rough cut of water quality ponds before any other grading, except
34 grading necessary to create the ponds, and grade so that all disturbed
35 areas drain to these ponds.

- (3) Use rough cut ponds as settling basins with pumped discharge using a floating intake to a "dirt bag" or similar filtration prior to discharge to creek.
- (4) Ponds should be cleaned of accumulated sediment before sediment depth reaches a depth greater than 1 foot.
- (5) Use berms or similar methods prior to site grading to divert up gradient stormwater around limits of construction in a manner that distributes flow to prevent concentrated, erosive flow.
- (6) Incorporate methods from ECM, Appendix V, Fig. 1-1 for temporary erosion controls modified to accommodate the 10 year storm rather than the standard 2 year storm.
- (7) Apply mulch or similar cover on all disturbed areas as temporary stabilization within 7 days of disturbance unless ready for permanent revegetation.
- (8) For disturbed areas on slopes greater than 15% apply hydromulch with fiber reinforced matrix as temporary stabilization within 7 days of disturbance unless ready for permanent revegetation.
- (9) Apply permanent revegetation using hydromulch with fiber reinforced matrix within 7 days of final grading.
- (10) Comply with erosion hazard zone code and criteria.
- (11) All construction phase controls must be inspected at least every 7 days and within 24 hours of each rainfall event of ½" or greater. Inspection should be conducted by an independent Certified Professional in Erosion and Sedimentation Control (CPESC) inspector employed by the Owner, not the construction contractor. Inspector should provide a written report with recommendations to the general contractor and Owner and such report must be made available to the City upon request.
- (12) Grading shall be phased to limit disturbed areas with construction beginning at higher areas of the site with disturbed areas temporarily stabilized prior to clearing and grading lower areas, except grading necessary to create temporary sediment ponds.
- (13) Any access to City Park Road must span the tributary of Bull Creek from high water mark to high water mark.

1 (14) Mechanical equipment must be located at ground level or within
2 buildings to reduce visibility and noise.

3 (15) Comply with the requirements in 25-8-281 (Critical Environmental
4 Features) and 25-8-282 (Wetland Protection) and provide critical
5 environmental feature buffers as shown in **Exhibit "2"**.

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7 **PART 6.** This ordinance takes effect on _____, 2016.
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12 **PASSED AND APPROVED**

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15 §
16 §
17 _____, 2016 § _____
18 Steve Adler
19 Mayor
20

21
22 **APPROVED:** _____ **ATTEST:** _____
23 Anne L. Morgan Jannette S. Goodall
24 City Attorney City Clerk

EXHIBIT 1
**THE FIRST AMENDMENT TO THE COMPROMISE
SETTLEMENT AGREEMENT**

**FIRST AMENDMENT TO THE COMPROMISE SETTLEMENT
AGREEMENT REGARDING CHAMPIONS TRACT 3**

This First Amendment to the Compromise Settlement Agreement (the “**First Amendment**”) is made and entered into by and between Champion Assets, Ltd., a Texas limited partnership; Champion-Meier Assets, Ltd., a Texas limited partnership; and Champion Legacy Partners, L.P., a Texas limited partnership, successors to Josie Ellen Champion, Juanita Champion Meier and, Mary Margaret Champion Roberson (the “**Champions**”), and the City of Austin (the “**City**”) for the purposes and on the terms specified herein and operates in conjunction with the Compromise Settlement Agreement (the “**Original Agreement**”), effective July 11, 1996.

RECITALS

WHEREAS, the City approved an ordinance adopting the Original Agreement between the Champions and the City on June 13, 1996; and

WHEREAS, the Champions seek approval to zone for multi-family use a 45.35 acre parcel of land referred to in the Original Agreement as Tract 3, located at 6409 City Park Road, and described as Lot 1, Block A, Champion City Park East subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas (“**Tract 3**”); and

WHEREAS, the Champions are the owners of Tract 3; and

WHEREAS, the Champions seek variances to City environmental regulations and site development regulations applicable to Tract 3; and

WHEREAS, the Champions are willing to place restrictions on Tract 3 included in this First Amendment and a Restrictive Covenant of even date; and

WHEREAS, in accordance with Paragraph 7 of the Original Agreement, the City and the Champions are executing this First Amendment and a Restrictive Covenant to amend the provisions regarding site development and use of Tract 3;

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements contained in this First Amendment, Owner and the City agree as follows:

TERMS OF AMENDMENT

I. The Original Agreement is amended to add a new Section 13 to read:

13. The Champions have executed and delivered to the City a Restrictive Covenant in the form attached and incorporated herein as **Exhibit A**. The Restrictive Covenant:

a. restricts development activity within a portion of Tract 3 more particularly described in the attached and incorporated **Exhibit B** (the “**Undeveloped Property**”), and

b. restricts the approval, release, or issuance of a site plan or building permit if the traffic generated by the completed development or uses of Tract 3 exceeds the total traffic generation as specified in the Traffic Impact Analysis prepared by Kimley-Horn, dated April 20, 2016, or as amended and approved by the Director of the City Development Services Department.

II. Section 2 c of the Original Agreement is amended to delete reference to Tract 3.

III. The Original Agreement is amended to add a new Section 2 g to read:

g. During the term of this Agreement, the modifications to City regulations and the conditions established for the modifications listed in this subsection apply to the initial multi-family development on Tract 3. The modifications do not apply to any subsequent development or redevelopment of Tract 3.

1. Modifications to Lake Austin watershed regulations (Ordinance No. 840301-F).

A. Impervious cover modifications.

1) Section 9-10-382 (*Prohibited on Steep Slopes*) is modified to allow .07 acres of impervious cover on slopes greater than 35%.

2) Section 9-10-383 (*Multi-Family Residential Development*), subsections (a) (2) and (3) are modified to allow 2.32 acres of impervious cover on slopes of 15-25% gradient and .90 acres of impervious cover on slopes of 25-35%.

3) In no case may impervious cover on Tract 3 exceed 5.49 acres.

B. Cut and fill modifications. Section 9-10-409 (*Cut and Fill*), subsections (a) and (b) are modified to allow:

1) a maximum 34,848 square feet of cut greater than 4 feet, but less than 12 feet,

2) a maximum 17,424 square feet of cut greater than 12 feet, but less than 20 feet,

3) a maximum 2,613.60 square feet of cut greater than 20 feet, but less than 24 feet,

4) a maximum 217.80 square feet of cut greater than 24 feet, but less than 28 feet,

5) a maximum 79,932.60 square feet of fill greater than 4 feet, but less than 12 feet,

6) a maximum 20,037.60 square feet of fill greater than 12 feet, but less than 20 feet,

2. Modifications to Hill Country Roadway regulations. (City Code Chapter 25-2, subchapter C, Articles 9 and 11).

A. Section 25-2-1023 (*Roadway Vegetative Buffer*), subsection (D) (2) is modified to allow a building to be placed within 10 feet of a dedicated drainage easement.

B. Section 25-2-1123 (*Construction on Slopes*), subsections (B) (1), (B) (2), (C), and (D) are modified to allow:

- 1) additional construction methods beyond pier & beam,
- 2) the placement of walls lower than the finish floor elevation for the garage,
- 3) structural excavation down gradient of 15% slopes to exceed 8 feet (up to 34 feet), and
- 4) 8 foot tall terraced walls.

C. Section 25-2-1124 (*Building Height*), subsection (A) (1) is modified to allow a development bonus to a proposed development without a determination that an unusual circumstance exists:

3. The modifications listed in subsection g 1 and 2 of this Agreement are conditioned on implementation and compliance with the environmental controls listed in this subsection during the construction phase. A site plan or building permit may not be approved, released, or issued if the development is not in compliance with the following:

- 1) Comply with current Environmental Criteria Manual (ECM) requirements for construction phase temporary erosion and sedimentation controls.
- 2) Install rough cut of water quality ponds before any other grading and grade so that all disturbed areas drain to these ponds.
- 3) Use rough cut ponds as settling basins with pumped discharge using a floating intake to a "dirt bag" or similar filtration prior to discharge to creek.
- 4) Ponds should be cleaned of accumulated sediment before sediment depth reaches a depth greater than 1 foot.
- 5) Use berms or similar methods prior to site grading to divert up gradient stormwater around limits of construction in a manner that distributes flow to prevent concentrated, erosive flow.
- 6) Incorporate methods from ECM, Appendix V, Fig. 1-1 for temporary erosion controls modified to accommodate the 10 year storm rather than the standard 2 year storm.

- 7) Apply mulch or similar cover on all disturbed areas as temporary stabilization within 7 days of disturbance unless ready for permanent revegetation.
- 8) For disturbed areas on slopes greater than 15% apply hydromulch with fiber reinforced matrix as temporary stabilization within 7 days of disturbance unless ready for permanent revegetation.
- 9) Apply permanent revegetation using hydromulch with fiber reinforced matrix within 7 days of final grading.
- 10) Comply with erosion hazard zone code and criteria.
- 11) All construction phase controls must be inspected at least every 7 days and within 24 hours of each rainfall event of ½" or greater. Inspection should be conducted by an independent Certified Professional in Erosion and Sedimentation Control (CPESC) inspector employed by the Owner, not the construction contractor. Inspector should provide a written report with recommendations to the general contractor and Owner and such report must be made available to the City upon request.
- 12) Grading should be phased with construction beginning at higher areas of the site with disturbed areas temporarily stabilized prior to clearing and grading lower areas, except grading necessary to create temporary sediment ponds.
- 13) Any access to City Park Road must span the tributary of Bull Creek from high water mark to high water mark and there should be no fill inside the tributary. A complete span from high water mark to high water mark is preferred, however, a single support is allowed within the channel.
- 14) Mechanical equipment must be located at ground level or within buildings to reduce visibility and noise.
- 15) Comply with the requirements in 25-8-281 (Critical Environmental Features) and 25-8-282 (Wetland Protection) and provide critical environmental feature buffers as shown in **Exhibit C**.

IV. Miscellaneous Provisions

- A. **Designation of Department or Official.** Designation by this Agreement of a particular City department, director, official, or commission includes any other City department, director, official, or commission to which the City's duties or responsibilities may be assigned under this First Amendment.
- B. **Designation of City Codes.** Designation of a city code chapter or section includes any successor or replacement code section or chapter.

- C. **Binding.** This Agreement will be binding upon the heirs, representatives, successors and assigns of each of the parties to this First Amendment.
- D. **Effective Date.** The effective date of this Agreement will be the latest date that both parties have signed and executed this First Amendment.
- E. **Applicable Law and Venue.** The construction and validity of this First Amendment shall be governed by the laws of the State of Texas. This First Amendment is performable in Travis County, Texas.
- F. **No Party To Be Deemed Drafter.** Owner and the City have both had the opportunity to have legal counsel examine this First Amendment. Accordingly, this First Amendment will not be interpreted for or against either party due solely to the fact that one party was the principal author of this First Amendment.
- G. **Term; Termination.** This First Amendment shall be effective as of the date signed by all parties and shall terminate upon completion of the initial Multi-family development, or ten years after the effective date, whichever is sooner. Notwithstanding the foregoing, the restrictive covenant will survive expiration of the contract.
- H. **Filing.** This First Amendment shall be filed of record.
- I. **Authority.** The parties warrant that they have authority to execute this First Amendment.
- J. **Assignment of Owner Rights.** Owner may assign in whole or part its rights and obligations under this First Amendment to persons purchasing all or part of the Property.
- K. **Ratification of Original Agreement.** Any and all terms and provisions of the Original Agreement shall, except as and to the extent expressly amended and modified by this First Amendment, remain in full force and effect.
- L. **Severability.** If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

EXECUTED to be effective the ____ day of _____, 2016

[signatures on next page]

Champion Assets, Ltd., a Texas limited partnership

By: The Champion Management Trust, its
General Partner

By: _____
Josie Ellen Champion
Trustee

Champion-Meier Assets, Ltd., a Texas limited partnership

By: Champion Meier Management Trust, its
General Partner

By: _____
Alma Juanita Champion Meier
Trustee

Champion Legacy Partners, L.P., a Texas limited
partnership

By: Champion Heritage Enterprises, LLC, a
Texas limited liability company, its General
Partner

By: _____
Print name: _____
Print title: _____

CITY OF AUSTIN

By: _____

Printed Name: _____

Its: _____

DRAFT

THE STATE OF TEXAS

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COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Josie Ellen Champion, Trustee of The Champion Management Trust, General Partner of Champion Assets, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the _____ day of _____, 2016, by Alma Juanita Champion Meier, Trustee of Champion Meier Management Trust, General Partner of Champion-Meier Assets, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the _____ day of _____, 2016, by _____, _____ of Champion Heritage Enterprises, LLC, a Texas limited liability company, General Partner of Champion Legacy Partners, L.P., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

Attached:

EXHIBIT A – the Restrictive Covenant

EXHIBIT B – the Legal Description for the Undeveloped Property

**FIRST AMENDMENT TO THE
COMPROMISE SETTLEMENT AGREEMENT**

**EXHIBIT A
THE RESTRICTIVE COVENANT**

RESTRICTIVE COVENANT

OWNER: Champion Assets, Ltd., a Texas limited partnership;
Champion-Meier Assets, Ltd., a Texas limited partnership;
Champion Legacy Partners, L.P., a Texas limited partnership

PROPERTY ADDRESS: 6409 City Park Road, Austin, Texas 78702

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

PROPERTY: Lot 1, Block A, Champion City Park East subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas (the "Property"),

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

WHEREAS, Owner and the City of Austin have agreed to amend the 1996 Compromise Settlement Agreement related to Cause No. 94-07160, Josie Ellen Champion, et al v. City Of Austin in the 353rd Judicial District Court of Travis County and execute the First Amendment to the Compromise Settlement Agreement;

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

1. Owner agrees not to construct any improvements or allow any development, other than for unimproved hiking trails less than 3 feet in width, wildfire management, or security concerns, on the portion of the Property described by metes and bounds in Exhibit "A" attached and incorporated into this covenant, provided that such allowed improvements or development comply with the City Code requirements in effect at the time of application. Such activities are limited to removal of brush and trees smaller than 8 inches in diameter.
2. Impervious cover on Tract 3 may not, under any circumstance, exceed 5.49 acres.
3. If any person or entity shall violate or attempt to violate this Agreement, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such

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

3. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
4. If at any time the City of Austin fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
5. This Agreement may be modified, amended, or terminated only by joint action of both a majority of the members of the City Council of the City of Austin, and the owner(s) of the Property, or a portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the _____ day of _____, 2016.

[signatures on next page]

Champion Assets, Ltd., a Texas limited partnership

By: The Champion Management Trust, its
General Partner

By: _____
Josie Ellen Champion
Trustee

Champion-Meier Assets, Ltd., a Texas limited partnership

By: Champion Meier Management Trust, its
General Partner

By: _____
Alma Juanita Champion Meier
Trustee

Champion Legacy Partners, L.P., a Texas limited
partnership

By: Champion Heritage Enterprises, LLC, a
Texas limited liability company, its General
Partner

By: _____
Print name: _____
Print title: _____

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the _____ day of _____, 2016, by Josie Ellen Champion, Trustee of The Champion Management Trust, General Partner of Champion Assets, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the _____ day of _____, 2016, by Alma Juanita Champion Meier, Trustee of Champion Meier Management Trust, General Partner of Champion-Meier Assets, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the _____ day of _____, 2016, by _____ of Champion Heritage Enterprises, LLC, a Texas limited liability company, General Partner of Champion Legacy Partners, L.P., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Law Department
P. O. Box 1088
Austin, Texas 78767
Attention: M. Thompson, Paralegal

**FIRST AMENDMENT TO THE
COMPROMISE SETTLEMENT AGREEMENT**

**EXHIBIT B
LEGAL DESCRIPTION FOR THE UNDEVELOPED PROPERTY**



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724

Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT " ____ "

**PORTION OF LOT 1, BLOCK A,
CHAMPION CITY PARK EAST SUBDIVISION**

30.071 ACRES

JAMES JETT SURVEY NO. 1, ABSTRACT NO. 437

CITY OF AUSTIN FULL PURPOSE LIMITS, TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 30.071 ACRES (APPROXIMATELY 1,309,879 SQ. FT.), BEING A PORTION OF LOT 1, BLOCK A, CHAMPION CITY PARK EAST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER DOCUMENT NO. 200300122 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 30.071 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence post found in the southwest right-of-way line of R.M. 2222 (right-of-way width varies), being the easternmost corner of said Lot 1, being also an angle point in the northeast line of Lot 2, Shepherd Mountain Phase One, a subdivision of record in Volume 83, Pages 200A-200B of the Plat Records of Travis County, Texas;

THENCE with the southwest line of said Lot 1, the northeast line of said Lot 2 and the northeast line of Block B, Shepherd Mountain Phase Two, a subdivision of record in Volume 86, Pages 155D-156C of the Plat Records of Travis County, Texas, the following six (6) courses and distances:

1. North 62°31'47" West, a distance of 1852.62 feet to a 1/2" rebar found;
2. North 62°33'18" West, a distance of 180.16 feet to a 1/2" rebar found;
3. North 62°29'53" West, a distance of 172.97 feet to a 1/2" rebar found;
4. North 62°31'03" West, a distance of 307.12 feet to a 1/2" rebar found;
5. North 62°21'57" West, a distance of 220.31 feet to a 1/2" rebar found;
6. North 62°22'35" West, a distance of 137.31 feet to a mag nail with "Chaparral" washer set for an angle point in the southeast right-of-way line of City Park Road (right-of-way width varies), being the westernmost corner of said Lot 1;

THENCE North $37^{\circ}40'26''$ East with the southeast right-of-way line of City Park Road and the northwest line of said Lot 1, a distance of 310.01 feet to a calculated point, from which a 1/2" rebar with "Chaparral" cap found in the southeast right-of-way line of City Park Road and the northwest line of said Lot 1, bears North $37^{\circ}40'26''$ East, a distance of 42.25 feet;

THENCE crossing said Lot 1, the following seven (7) courses and distances:

1. South $39^{\circ}42'47''$ East, a distance of 362.04 feet to a calculated point;
2. North $50^{\circ}17'13''$ East, a distance of 377.11 feet to a calculated point;
3. South $61^{\circ}55'29''$ East, a distance of 172.35 feet to a calculated point;
4. South $28^{\circ}00'15''$ East, a distance of 127.03 feet to a calculated point;
5. South $80^{\circ}32'48''$ East, a distance of 299.33 feet to a calculated point;
6. North $61^{\circ}59'45''$ East, a distance of 196.58 feet to a calculated point;
7. North $21^{\circ}08'43''$ East, a distance of 281.69 feet to a calculated point in the southwest right-of-way line of R.M. 2222 and the northeast line of said Lot 1, from which a TXDOT type II disk found in the southwest right-of-way line of R.M. 2222 and the northeast line of said Lot 1, bears North $28^{\circ}12'39''$ West, a distance of 256.85 feet;

THENCE with the southwest right-of-way line of R.M. 2222 and the northeast line of said Lot 1, the following eight (8) courses and distances:

1. South $28^{\circ}12'39''$ East, a distance of 251.22 feet to a TXDOT type II disk found;
2. With a curve to the left, having a radius of 2984.79 feet, a delta angle of $11^{\circ}42'31''$, an arc length of 609.95 feet, and a chord which bears South $34^{\circ}03'51''$ East, a distance of 608.89 feet to a TXDOT type II disk found;
3. South $39^{\circ}54'05''$ East, a distance of 420.62 feet to a TXDOT type II disk found;
4. South $53^{\circ}27'25''$ West, a distance of 49.50 feet to a TXDOT type II disk found;
5. South $36^{\circ}27'24''$ East, a distance of 208.76 feet to a TXDOT type II disk found;
6. North $52^{\circ}37'20''$ East, a distance of 62.31 feet to a TXDOT type II disk found;
7. South $39^{\circ}52'38''$ East, a distance of 249.41 feet to a TXDOT type II disk found;

8. South 06°56'39" East, a distance of 247.90 feet to the **POINT OF BEGINNING**, containing 30.071 acres of land, more or less.

Surveyed on the ground on September 8, 2015

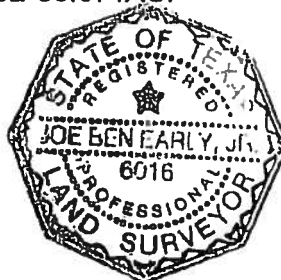
Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS Solutions from The National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 586-002-30.071AC.



Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016
TBPLS Firm No. 10124500

9/26/16



REFERENCES

TCAD Property ID #: 564848
Austin Grid Map F30

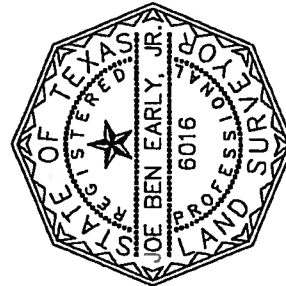
SKETCH TO ACCOMPANY A DESCRIPTION OF 30.071 ACRES (APPROXIMATELY 1,309,879 SQ. FT.), BEING A PORTION OF LOT 1, BLOCK A, CHAMPION CITY PARK EAST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER DOCUMENT NO. 200300122 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N62°31'47"W	1852.62'
L2	N62°33'18"W	180.16'
L3	N62°29'53"W	172.97'
L4	N62°31'03"W	307.12'
L5	N62°21'57"W	220.31'
L6	N62°22'35"W	137.31'
L7	N37°40'26"E	310.01'
L8	S39°42'47"E	362.04'
L9	N50°17'13"E	377.11'
L10	S61°55'29"E	172.35'
L11	S28°00'15"E	127.03'
L12	S80°32'48"E	299.33'
L13	N61°59'45"E	196.58'
L14	N21°08'43"E	281.69'
L15	S28°12'39"E	251.22'
L16	S39°54'05"E	420.62'
L17	S53°27'25"W	49.50'
L18	S36°27'24"E	208.76'
L19	N52°37'20"E	62.31'
L20	S39°52'38"E	249.41'
L21	S06°56'39"E	247.90'

CURVE TABLE			
CURVE	RADIUS	DELTA	ARC
C1	2984.79'	11°42'31"	609.95'
			S34°03'51"E
			608.89'

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- ch ● 1/2" REBAR WITH "CHAPARRAL BOUNDARY" CAP FOUND
- ⊙ TxDOT TYPE II DISK FOUND
- ⊙ FENCE POST FOUND
- △ MAG NAIL WITH "CHAPARRAL" WASHER FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION



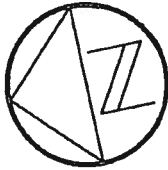
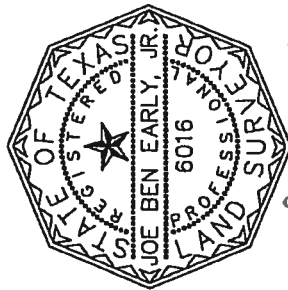
[Signature]
9/26/16

DATE OF SURVEY: 9/8/15
PLOT DATE: 9/26/16
DRAWING NO.: 586-002-30.071AC
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JBE
SHEET 1 OF 2

Chaparral

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 586-002-30.071AC


$$1'' = 300'$$


9/26/16

R.M. 2222
(R.O.W. VARIES)

CITY PARK ROAD
(R.O.W. VARIES)

LOT 1
BLOCK A
CHAMPION CITY PARK
EAST SUBDIVISION
(200300122)

30.071 ACRES
APPROX. 1,309,879 SQ. FT.

LOT 1
BLOCK A
CHAMPION CITY PARK
EAST SUBDIVISION
(200300122)

R.M. 2222
(R.O.W. VARIES)

LOT 2
SHEPHERD MOUNTAIN
PHASE ONE
(83/200A-200B)

P.O.B.

Chaparral

SHEPHERD MOUNTAIN PHASE TWO
BLOCK B
(86/155D-156C)

DRAWING NO.: 586-002-30.071AC
SHEET 2 OF 2

**FIRST AMENDMENT TO THE
COMPROMISE SETTLEMENT AGREEMENT**

**EXHIBIT C
CEF/WETLAND BUFFERS**

EXHIBIT 2
CEF/WETLAND BUFFERS