

**ORDINANCE NO. 20170511-002**

**AN ORDINANCE ADOPTING AND AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT RELATED TO CAUSE NO. GNO-01372, AUSTIN 360 ASSOCIATES, LP V. CITY OF AUSTIN, 261ST JUDICIAL DISTRICT COURT OF TRAVIS COUNTY RELATING TO DEVELOPMENT OF PROPERTY LOCATED AT 5330 BLUFFSTONE LANE.**

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

**PART 1.** In this ordinance:

- (1) ORIGINAL AGREEMENT means the 2003 Settlement Agreement related to Cause No. GNO-01372, Austin 360 Associates, LP v. City of Austin, 261st 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 the 9.9354 acre tract also described as Lot 15, Block X, Great Hills Phase B Preliminary Plan, as more particularly described in the Original Agreement.
- (4) OWNER means Junior League of Austin, a Texas non-profit corporation and current owner of the Property.

**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.

**PART 3.** City Council modifies the Comprehensive Watersheds Ordinance (Ordinance No. 860508-V) as necessary to allow encroachment into the critical water quality zone to the extent described in, and subject to the limitations of, the First Amendment and to waive the requirement for Land Use Commission review.

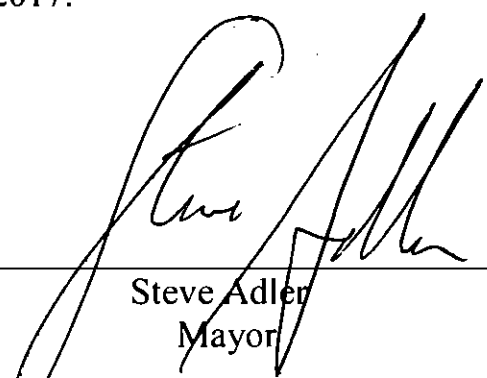
**PART 4.** The modifications in Part 3 are conditioned on development of the property being limited to 66,174 square feet of impervious cover.

**PART 5.** This ordinance takes effect on May 22, 2017.

**PASSED AND APPROVED**

\_\_\_\_\_, May 11, 2017

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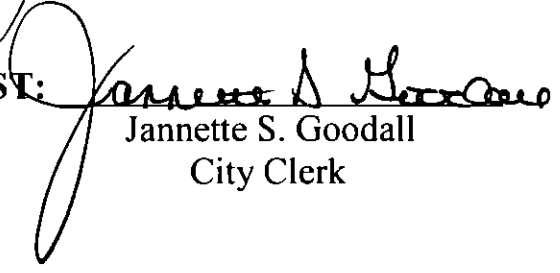
\_\_\_\_\_  
Steve Adler  
Mayor

**APPROVED:**



\_\_\_\_\_  
Anne L. Morgan  
City Attorney

**ATTEST:**



\_\_\_\_\_  
Jannette S. Goodall  
City Clerk

## **EXHIBIT 1**

### **FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT**

This First Amendment to the Settlement Agreement ("First Amendment") is entered into by and between the City of Austin (the "City"), a Texas municipal corporation, and Junior League of Austin ("Junior League"), a Texas non-profit corporation (collectively, the City and Junior League are referred to herein as the "Parties").

#### **I. RECITALS**

- A. The City and Austin 360 Associates, a California limited partnership, ("Austin 360") entered into a Settlement Agreement (the "Original Agreement") on April 28, 2003, to resolve a dispute concerning which development regulations were to apply to the 9.9354 acre tract also described as Lot 15, Block X, Great Hills Phase B Preliminary Plan, as more particularly described in Exhibit A to the Original Agreement (the "Property").
- B. Junior League is the current owner of the Property.
- C. The Parties wish to amend the Original Agreement in order to allow for construction of an office and club on the Property and to further provide that the Original Agreement and First Amendment will no longer apply to the Property after construction of the office and club.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants of each party set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

#### **II. TERMS**

- A. Exhibit "B" to the Original Agreement (the "Settlement Term Sheet") is amended as follows:
  - a. Section 6 is amended to change the maximum impervious cover from 77,902 to 66,174 square feet.
  - b. A new Section 12 is added, to read:
    - 12. The Project may encroach into the critical water quality zone, as that term is defined by the Original Agreement, only to the extent shown in EXHIBIT "C" (the "Project Description").
  - c. A new Section 13 is added, to read:

13. With the exception of the Project described in EXHIBIT "C" and notwithstanding any other provision of this Agreement, all future development or redevelopment on the Property shall be in compliance with the City Code as it exists at the time a development application is filed.
- B. A new Exhibit "C", attached to this First Amendment, is added to the Original Agreement.

### III. MISCELLANEOUS

- A. Agreement Provisions. All other provisions of the Original Agreement remain in full force and effect. In the event of conflict between this First Amendment and any provision of the Original Agreement, this First Amendment shall control.
- B. Effective Date. This First Amendment will be effective upon execution by all parties.
- C. Defined Terms. Any capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Original Agreement.

### JUNIOR LEAGUE OF AUSTIN:

By: \_\_\_\_\_  
Sarah Valenzuela  
President

Date: \_\_\_\_\_

STATE OF TEXAS       §  
                                      §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017 by Sarah Valenzuela as the President of Junior League of Austin, a Texas non-profit corporation, on behalf of the corporation.

Given under my hand and seal of office on the \_\_\_\_ day of \_\_\_\_\_, 2017.

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**CITY OF AUSTIN:**

By: \_\_\_\_\_

Bert Lumbreras  
Assistant City Manager

Date: \_\_\_\_\_

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017 by Bert Lumbreras as Assistant City Manager of the City of Austin, a home-rule municipal corporation, on behalf of the corporation.

Given under my hand and seal of office on the \_\_\_\_ day of \_\_\_\_\_, 2017.

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**Approved as to form:**

\_\_\_\_\_  
Name:  
Assistant City Attorney