



ENVIRONMENTAL COMMISSION MOTION 20190306 008b

Date: March 6, 2019

Subject: Austin Independent School District Land Standards Agreement

Motion by: Hank Smith

Seconded by: Mary Ann Neely

RATIONALE:

WHEREAS, the Environmental Commission approved an agreement in 2017 which implemented Council's direction to allow Austin Independent School District (AISD) to acquire two adjacent tracts of land and to utilize the undeveloped Travis Country impervious cover for redeveloping existing campuses once the Travis Country site is permanently conserved; and

WHEREAS, a more recent survey of existing conditions at Bowie High School revealed that impervious cover was underestimated by approximately four acres; and

WHEREAS, AISD needs to amend the agreement to transfer additional surplus impervious cover from Mills Elementary and Bailey Middle School, within the Edwards Aquifer Recharge Zone, to Bowie High School; and

WHEREAS, this agreement is consistent with the original AISD agreement with the City of Austin that limited impervious cover at most Barton Springs Zone (BSZ) campuses to 25% net site area if SOS compliant water quality controls are provided; and

WHEREAS, this agreement provides flexibility for AISD in meeting SOS water quality requirements by allowing treatment of untreated impervious cover at other AISD properties within the BSZ.

THEREFORE, the Environmental Commission recommends support of the request for a proposed agreement with AISD for redevelopment of school campuses within the BSZ with the following

Environmental Commission Conditions:

- If 100% of the impervious cover is used from the Travis Country site, there will be no entitlements left that could be used for development of the Travis Country property beyond those activities specifically listed in the transfer tract restrictive covenant;
- The City and AISD should consider the benefits of providing water quality protection on non-AISD properties.

VOTE 9-0

For: Creel, C. Smith, Thompson, Guerrero, Coyne, Neely, Maceo, H. Smith and B. Smith

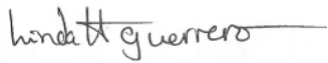
Against: None

Abstain: None

Recuse: None

Absent: Gordon

Approved By:

A handwritten signature in black ink that reads "Linda Guerrero". The signature is written in a cursive style with a horizontal line extending to the right.

Linda Guerrero, Environmental Commission Chair



MEMORANDUM

TO: Linda Guerrero, Chair, and Members of the Environmental Commission

FROM: Atha Phillips, Environmental Program Coordinator
Watershed Protection Department

DATE: February 28, 2019

SUBJECT: AISD Land Development Standards Agreement

This summary is being provided to the Environmental Commission for a proposed modification of the Austin Independent School District (AISD) Land Development Standards Agreement, an existing agreement from 1994. The proposed modification is related to the redevelopment of Bowie High School to allow an impervious cover transfer between certain schools in the Barton Springs Zone. A modification is necessary to allow AISD to redevelopment the Bowie High School campus as previously planned.

Need for Modification

The 2017 agreement between the City of Austin and AISD regarding Bowie High School limited impervious cover to 25%, calculated on a net site area basis. That limitation was to be achieved by including the Sawmill and Akins tracts, adjacent to Bowie High School, in the impervious cover calculation and transferring impervious cover from the Travis Country parcel.

A new survey of existing conditions at Bowie High School revealed that the original Bowie High School site plan (RZ-86-042) underestimated impervious cover by approximately 4 acres. Thus, the method described in the 2017 Agreement for Bowie High School is insufficient to achieve the impervious cover limit of 25% net site area.

Proposed Modification

The new agreement will provide a means for Bowie High School to use the redevelopment exception outlined in the 2017 Bowie Agreement plus additional transfers of impervious cover to maintain the required 25% net site area impervious cover. Two schools, Mills Elementary and Bailey Middle School, within the Edwards Aquifer Recharge Zone have been identified to transfer excess impervious cover entitlements to Bowie High School. The transfer will limit the future development of Mills Elementary and Bailey Middle School. AISD is reserving some acreage at each school for any future expansion that may be needed. AISD will then use the existing transfer process for the Travis Country parcel established in the 2017 Bowie Agreement and adjacent properties that have been acquired to make up the difference. No other modifications to the land development standards are proposed.

History of the Interlocal Agreement with AISD

9/22/1994: AISD Original Agreement signed

12/19/96: First Amendment

- 2.4 Established landscaping for all schools
- 2.8 Fiscal Surety
- 3.1 Impervious Cover for Urban schools
- Exhibit B: Impervious cover limits for the Travis Country site, Mills Elementary Boone Elementary, and 1 other school site

6/1998 Memo established new accounting system for tree replacement

- Added tree mitigation chart to Exhibit A

12/1999: Agreement Establishing Site Development Standards for St. Johns Neighborhood Elementary School/Municipal Facility Site (later to be named Pickle Elementary)

2/2006: Second Amendment

- 2.3 Review schedule
- 2.9 Building height
- 2.10 Parking requirements
- 2.11 Site Development Plan not required for certain development
- 3.1 Impervious cover and IC and development allowed in WQTZ and CWQZ
- Impervious cover school exceptions (Kiker, Mills, Boone, Travis Country)
- Amend Exhibit B from 1st amendment
- 3.2 C CEF transfers, states no transfers in BSZ

2/2010: Third Amendment

- 2.9(c) Building height for McCallum High School

1/12/2012: Ordinance #20120112-106

- New Interlocal Agreement between AISD and COA
- Allowed the development of the Soccer fields

11/2017: Fourth Amendment (Ordinance #20171109-087)

- Exhibit A is the agreement
- 3.1.E added (development or redevelopment) in BSZ
- 25% impervious cover in BSZ but up 50% NSA with transfers
- Established transfers from Travis Country
- Established tracking table

7/19/2017: Agreement for Bowie High School

- Allowed for AISD to use the redevelopment exception
- Creates a transfer process for Travis Country parcel
- SOS water quality

- Acquire property adjacent (Sawmill and Akin)
- 25% NSA

11/6/2018: Restrictive Covenant-Travis Country Parcel Doc #2018173777

ORDINANCE NO. 20171109-087

AN ORDINANCE ADOPTING AMENDMENTS TO THE SCHOOL DISTRICT LAND DEVELOPMENT STANDARDS AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT, INCLUDING AMENDMENTS THAT APPLY TO SCHOOLS IN THE BARTON SPRINGS ZONE.

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

PART 1. FINDINGS

- (A) The City and the Austin Independent School District ("School District") entered into that certain School District Land Development Standards Agreement on September 22, 1994, ("Original Agreement") in accordance with Section 212.902 of the Texas Local Government Code.
- (B) The City and the School District amended and restated the Original Agreement in February 1997 ("Amended and Restated Agreement").
- (C) The City and the School District executed a Second Amendment, effective February 27, 2006, to the Amended and Restated Agreement.
- (D) The City and the School District executed a Third Amendment, effective April 5, 2010 (the Amended and Restated Agreement as amended by the Second and Third Amendments is hereafter referred to as the "Agreement").
- (E) The City and the School District desire to further amend the standards that are applicable to development of schools by executing the Fourth Amendment to the Agreement ("Fourth Amendment"), attached to this ordinance and incorporated for all purposes as Exhibit A.
- (F) Some of the provisions of the Fourth Amendment affect development of schools in the Barton Springs Zone and amend Chapter 25-8, Article 13 (*Save Our Springs Initiative*) as it applies to these schools.

PART 2. APPROVAL OF AGREEMENT

The Council approves the Fourth Amendment to the Agreement, including the provisions that amend Chapter 25-8, Article 13 (*Save Our Springs Initiative*) as it applies to schools in the Barton Springs Zone, and directs the City Manager to execute the Fourth Amendment on behalf of the City.

PART 3. This ordinance takes effect on November 20, 2017.

PASSED AND APPROVED

_____, November 9, 2017

APPROVED:



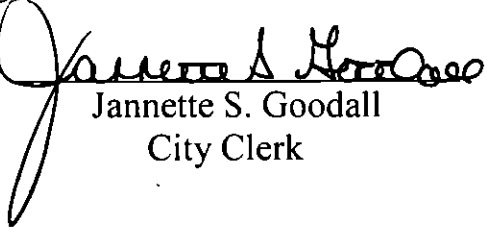
Anne L. Morgan
City Attorney

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Steve Adler
Mayor

ATTEST:



Jannette S. Goodall
City Clerk

Exhibit A

**FOURTH AMENDMENT TO THE SCHOOL DISTRICT LAND
DEVELOPMENT STANDARDS AGREEMENT BETWEEN THE
CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL
DISTRICT**

STATE OF TEXAS

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KNOW ALL

COUNTY OF TRAVIS

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BY THESE PRESENTS:

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

RECITALS

WHEREAS, the City and AISD entered into that certain School District Land Development Standards Agreement ("Original Agreement") dated September 22, 1994, under the provisions of the Local Government Code, Section 212.902 and have amended that agreement from time to time; and

WHEREAS, the Original Agreement was amended and restated in February 1997 by the School District Land Development Standards Agreement executed by Jesus Garza, City Manager, on behalf of the City, and by James H. Fox, Jr., Superintendent, on behalf of the School District (as amended and restated, the "Amended and Restated Agreement"), which Amended and Restated Agreement was received for filing in the City Clerk's Office on February 11, 1997; and

WHEREAS, the Amended and Restated Agreement was amended by that certain Second Amendment to School District Land Development Standards Agreement (the "Second Amendment") between the City and the School District dated effective February 27, 2006; and

WHEREAS, the Amended and Restated Agreement as amended by the Second Amendment was again amended by that certain Third Amendment to School District Land Development Standards Agreement (the "Third Amendment") between the City and the School District dated effective April 5, 2010 (the Amended and Restated Agreement as amended by the Second and Third Amendments is hereafter referred to as the "Agreement"); and

WHEREAS, the City Council approved Ordinance No. 20170622-058, authorizing execution of an agreement between the City and the School District regarding the redevelopment of Bowie High School (the "Bowie Agreement") and directed City

Exhibit A

staff to develop a separate agreement allowing for transfer of impervious cover to additional school campuses within the Barton Springs Zone.

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

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

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and AISD agree as follows:

ARTICLE I

1. A new Subsection 3.1.E is added to read:

E. Notwithstanding anything to the contrary in this Section 3.1, the following applies to development or redevelopment of an existing school site in the Barton Springs Zone:

1. An existing school site may achieve compliance with the impervious cover requirements of Subsections 3.1.A.3.a or 3.1.A.3.b by transferring impervious cover under the provisions of Subsection 3.2.F, but an existing school site may not exceed 50% of actual impervious cover on a net site basis.

2. A new Subsection 3.2.F is added to read:

F. Notwithstanding anything to the contrary in this Section 3.2, and excluding Bowie High School except for Subsection 3.2.F.7, impervious cover can be transferred for development or redevelopment of existing school sites within the Barton Springs Zone subject to the following conditions:

1. The tract from which impervious cover may be transferred (the "Transferring Tract") is more particularly described as follows:

Lot 60 in Block 6 of TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 76, Pages 393-395 of the Plat Records of Travis County, Texas.

Exhibit A

2. The impervious cover credits eligible for transfer from the Transferring Tract shall be calculated based on the allowable impervious cover under this Agreement.
3. Before a transfer of impervious cover is permitted, the Transferring Tract shall be restricted to prohibit development on the tract in a manner acceptable to the City, which may include a conservation easement, restrictive covenant, or similar instrument.
4. Except as provided in Subsection 3.2.F.7, once impervious cover credit is transferred from the Transferring Tract, such impervious cover credit is not available to be transferred to another school site.
5. For the Transferring Tract, the School District shall submit a site plan in order to track the amount of impervious cover available for transfer and to document the conservation use of the site. The City shall waive all site plan submittal requirements for this site plan, other than those necessary to document the transferrable impervious cover and conservation use.
6. For each school site receiving a transfer of impervious cover credit, the School District shall submit a site plan with a tracking table indicating the amount and source of transferrable impervious cover available, the amount of transferrable impervious cover used in the subject site plan, and the amount of transferrable impervious cover remaining. With each approved site plan under this subsection, the School District shall administratively modify the site plan described in Subsection 3.2.F.5 to reflect the transfer of impervious cover.
7. Impervious cover removed from the Akin Tract, described below, after the effective date of this Fourth Amendment, and which has not already been credited, may be credited to the total impervious cover available from the Transferring Tract up to an amount equal to the impervious cover transferred to Bowie High School from the Transferring Tract under the Bowie Agreement. The Akin Tract is more particularly described as follows:

Lot(s) 1, AKIN SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 91, Page(s) 110 of the Plat Records of Travis County, Texas

3. Section 3.4 of the Agreement is deleted and replaced with the following:

Exhibit A

Section 3.4 Water Quality Controls.

- A. Except as otherwise provided in this section, all school sites shall contain water quality controls constructed and maintained in accordance with the City's ordinances and rules as set forth in Section 1.1, "City Ordinances and Rules".
- B. This subsection applies to development or redevelopment of an existing school site in the Barton Springs Zone.
 - 1. A school site must provide water quality controls that comply with City Code Section 25-8-514 (*Pollution Prevention Required*) for all existing, new, and redeveloped areas on the site. Water quality treatment volume shall be based on the actual on-site impervious cover and not be adjusted by any transfer of impervious cover credit to the site.
 - 2. Except as otherwise provided in this subsection, water quality treatment shall use on-site controls.
 - 3. Off-site controls for water quality treatment may be permitted if the Director of the Watershed Protection Department determines that it is not technically feasible to provide all of the required water quality treatment using on-site controls.
 - 4. If off-site controls are permitted, on-site controls will be used to the maximum extent technically feasible, as determined by the Director of the Watershed Protection Department.
 - 5. The Director of the Watershed Protection Department has determined that it is not technically feasible to provide all of the required water quality treatment using on-site controls at the following school sites and that the pollutant load reductions stated below are the maximum extent technically feasible on each school site.
 - a. Zilker Elementary shall use on-site controls to reduce pollutant loads to the level that would be created by 25% net site area impervious cover.
 - b. Barton Hills Elementary shall use on-site controls to reduce pollutant loads to the level that would be created by 15% net site area impervious cover.

Exhibit A

- c. Baranoff Elementary shall use on-site controls to reduce pollutant loads to the level that would be created by 10% net site area impervious cover.
6. Off-site controls for water quality treatment shall be provided for an equivalent area subject to approval by the Director of the Watershed Protection Department based on the following criteria:
 - a. The equivalent area shall be located on a property owned by the School District within the Barton Springs Zone portion of the Edwards Aquifer recharge zone or, if such a site is not available, within the Barton Springs contributing zone.
 - b. The equivalent area shall be an area that does not currently receive treatment and is not likely to be treated in the future.
 - c. The equivalent area shall be at least equal to the impervious cover area on the school site that requires treatment.
 - d. If impervious cover is removed to meet treatment requirements, the site shall be permanently restricted from future development of an equivalent amount of impervious cover in a form approved by the City.
7. The School District shall submit the design for off-site controls to the City as part of the site plan for the school site that requires treatment. The City will review the off-site controls and associated drainage areas only for compliance with the Agreement and other regulations applicable to the water quality treatment system.

ARTICLE II- GENERAL PROVISIONS

1. All provisions of the Agreement not specifically amended herein shall remain in effect.
2. This Fourth Amendment is effective after execution by the authorized representatives of each party.

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

Exhibit A

CITY OF AUSTIN:

**AUSTIN INDEPENDENT
SCHOOL DISTRICT:**

By: _____
Elaine Hart
Interim City Manager

By: _____
Kendall Pace
President, Board of Trustees

Date: _____

Date: _____

Approved as to form:

Assistant City Attorney

**AGREEMENT BETWEEN THE CITY OF AUSTIN AND
THE AUSTIN INDEPENDENT SCHOOL DISTRICT
ESTABLISHING SITE DEVELOPMENT STANDARDS FOR
REDEVELOPMENT OF BOWIE HIGH SCHOOL AND
IMPERVIOUS COVER TRANSFERS**

STATE OF TEXAS

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KNOW ALL

COUNTY OF TRAVIS

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BY THESE PRESENTS:

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This agreement establishing site development standards for redevelopment of Bowie High School and an impervious cover transfer process for redevelopment of Bowie High School ("Agreement") is made and entered into by and between the City of Austin, Texas, a home-rule city and Municipal Corporation in Travis County, Texas ("City"), and the Austin Independent School District ("AISD") under the provisions of the Local Government Code, Section 212.902.

RECITALS

WHEREAS, the City and AISD entered into that certain School District Land Development Standards Agreement dated September 22, 1994, under the provisions of the Local Government Code, Section 212.902 and have amended that agreement from time to time; and

WHEREAS, AISD has a critical need to increase its capacity to serve students in southwest Austin; and

WHEREAS, AISD intends to increase capacity of Bowie High School located at 4103 W. Slaughter Lane, rather than build a new high school campus in the environmentally sensitive Barton Springs Zone; and

WHEREAS, the City has an interest in assisting AISD in serving students at the existing Bowie High School while enhancing water quality protections serving Bowie High School; and

WHEREAS, a team of City staff and AISD staff have reviewed the potential for redevelopment of Bowie High School and have recommended that the redevelopment be subject to the site development standards set forth in this Agreement; and

WHEREAS, the City Council approved the redevelopment of Bowie High School as required by City Code Subsection 25-8-26(F); and

WHEREAS, the City and AISD have an interest in providing for transfer of impervious cover for redevelopment of Bowie High School;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and AISD agree as follows:

ARTICLE I - REGULATIONS, GENERALLY

The Bowie High School redevelopment site ("Bowie Site") is subject to the site development standards established in Articles II and III of this Agreement, the School District Land Development Standards Agreement, as amended from time to time, ordinances specifically applicable to the Bowie Site, and the City of Austin Land Development Code ("City Code") to the extent applicable in accordance with the School District Land Development Standards Agreement. Except as provided in Articles II and III of this Agreement and the School District Land Development Standards Agreement, redevelopment of the Bowie Site shall comply with the requirements of the City Code. If a conflict exists between this Agreement and the School District Land Development Standards Agreement, ordinances specifically applicable to the Bowie Site, or the City Code, this Agreement controls. AISD may seek variances to City Code requirements for development or redevelopment of Bowie High School as provided under City Code.

ARTICLE II - SITE SPECIFIC REGULATIONS FOR BOWIE HIGH SCHOOL

Redevelopment of the Bowie Site shall comply with the following:

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1. AISD will comply with **City Code Chapter 25-8 (Environment)** and that chapter's related technical criteria in effect as of the date of this Agreement, or, at AISD's election, in effect as of the date of the site plan application.
 2. Regardless of the requirements of City Code Chapter 25-8 (*Environment*), AISD will provide water quality treatment complying with City Code Section 25-8-514 (*Pollution Prevention Required*) for all existing and redeveloped impervious cover on the Bowie Site.
 3. AISD will implement beneficial reuse of stormwater to the maximum extent feasible as determined by mutual agreement of the parties. Beneficial reuse of stormwater may include rainwater harvesting, internal non-potable use, landscape and athletic field irrigation, and other measures to reuse stormwater on-site, maximize infiltration, and reduce potable water usage for non-potable needs.
 4. Notwithstanding any requirement of City Code Chapter 25-8 (*Environment*) to the contrary, Section 2.8 (*Fiscal Surety*) of the School District Land Development Standards Agreement shall apply to the redevelopment of the Bowie Site.

5. AISD shall acquire sufficient property adjacent to the Bowie Site and use transfers of impervious cover under Article III of this Agreement to result in total impervious cover for the Bowie Site of 25% or less on a net site basis, excluding any net site area previously allocated to other development.

ARTICLE III – IMPERVIOUS COVER TRANSFER PROCESS

AISD and the City agree to the transfer of impervious cover credit to the Bowie Site as established in this Article.

1. The tract from which impervious cover shall be transferred (the “Transferring Tract”) is more particularly described as follows:

Lot 60 in Block 6 of TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 76, Pages 393-395 of the Plat Records of Travis County, Texas.

2. The impervious cover credits eligible for transfer from the Transferring Tract will be calculated based on the allowable impervious cover under the School District Land Development Standards Agreement.
3. The Transferring Tract shall be restricted to prohibit development on the tract in a manner acceptable to the City, which may include a conservation easement, restrictive covenant, or similar instrument.
4. The impervious cover from the Transferring Tract may be used by AISD for redevelopment of the Bowie Site and to meet the requirements of this Agreement.
5. Impervious cover from the Transferring Tract not used for redevelopment of the Bowie Site may be used only for redevelopment of other AISD school campuses as specified in a separate agreement between the City and AISD.

ARTICLE IV- GENERAL PROVISIONS

Resolution of any issue or dispute relating to this Agreement shall be governed by the Dispute Resolution provision in the School District Land Development Standards Agreement.

IN WITNESS WHEREOF, this Agreement is made and executed to be effective upon execution by the authorized representatives of AISD and the City.

CITY OF AUSTIN:

By: Elaine Hart
Elaine Hart
Interim City Manager

Date: 7-19-2017

AUSTIN INDEPENDENT SCHOOL DISTRICT:

By: Kendall Pace
Kendall Pace
President, Board of Trustees

Date: 1/22/18

*appd as to legal form
1/24/18*

APPROVED AS TO FORM:

Chad Shaw
Chad Shaw
Assistant City Attorney

TRANSFERRING TRACT RESTRICTIVE COVENANT

OWNER: Austin Independent School District

ADDRESS: 1111 West Sixth Street, Suite A-350
Austin, Texas 78703-5399
Attn: Executive Director of Facilities

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

PROPERTY: Lot 60, Block 6, TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 76, Page(s) 393-395 of the Plat Records of Travis County, Texas.

This Restrictive Covenant (the "Restrictive Covenant") is executed by Austin Independent School District ("Declarant") and is as follows:

GENERAL RECITALS:

- A. Declarant is the owner of the Property described above.
- B. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest of any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.
- C. In accordance with the provisions of the Agreement Between the City of Austin and the Austin Independent School District Establishing Site Development Standards for Redevelopment of Bowie High School and Impervious Cover Transfers, dated effective January 22, 2018 ("Bowie Agreement"), and the Fourth Amendment to School District Land Development Standards Agreement Between the City of Austin and the Austin Independent School District, dated effective January 22, 2018 ("Fourth Amendment"), Declarant has agreed to impose these covenants, conditions and restrictions on the Property.

NOW, THEREFORE, Declarant declares that the Property is subject to the following covenants, conditions and restrictions which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of each Owner. Each contract, deed or conveyance of any kind conveying those portions of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

SPECIFIC AGREEMENTS AND RESTRICTIONS:

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
2. Prohibition on Development. There shall be no construction, placement, or maintenance of any temporary or permanent buildings or structures on the Property. Provided, however, the uses and activities described on Exhibit "A" attached hereto and made a part hereof ("Permitted Activities") shall be expressly permitted upon or within the Property.
3. Transfer of Impervious Cover. Declarant shall transfer the allowable impervious cover from the Property in accordance with the terms and provisions of the Bowie Agreement and the Fourth Amendment.
4. Reserved Rights. There is hereby reserved to Owners all ownership rights related to the Property that are not expressly restricted by this Restrictive Covenant, including, without limitation, the Permitted Activities.
5. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Owners to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Restrictive Covenant.
6. Existing Encumbrances. The rights granted or created by this Restrictive Covenant are subject to any and all matters of record affecting the Property.
7. General Provisions.
 - A. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind the Owners, and their respective successors and assigns. If an Owner conveys all or any portion of the Property, that former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale

releases the former Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.

- B. Duration. Unless terminated in accordance with Paragraph 7.K. below, this Restrictive Covenant remains in effect in perpetuity.
- C. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
- D. Severability. The provisions of this Restrictive Covenant are independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
- E. Entire Agreement. This Restrictive Covenant and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.
- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.
- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.
- H. Notices. Any Notice to the Owners or the City of Austin must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

- I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the Declarant, any Owner, or the City of Austin in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.
- J. Enforcement. If any person, persons, corporation, or entity of any other character violates or attempts to violate this Restrictive Covenant, it will be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such covenant and to prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City of Austin, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.
- K. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of such modification, amendment or termination in the real property records of the Texas county in which the Property is located, executed, acknowledged and approved by (a) the Director of the Development Services Department of the City of Austin, or successor department; and (b) the Owners of the Property.

Executed to be effective as of the 4th day of October, 2018.

DECLARANT:

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: 

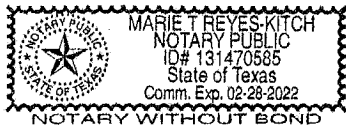
Geronimo M. Rodriguez, Jr.
President, Board of Trustees

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on Oct. 4, 2018, by Geronimo M. Rodriguez, Jr., President, Board of Trustees of the Austin Independent School District, on behalf of said school district.



Marie T. Reyes-Kitch
Notary Public, State of Texas

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: [Signature]
Name: CHAD S. KAU
Title: Assistant City Attorney

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: [Signature]
Name: Rodney Gonzalez
Title: Director, DSD

AFTER RECORDING, RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

Project Name: ASD Travis Country Tract

Attn: Nikki Hoelter

Case No. SP-2018-0431DX

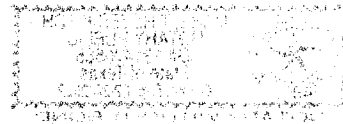


EXHIBIT "A"

PERMITTED ACTIVITIES

The following uses and activities are expressly permitted upon or within the Property:

1. Maintenance of owl caves and other owl nesting areas and installation of bird houses.
2. Field trips to Property by Austin Independent School District ("AISD") students.
3. Designation and fencing of certain portions of the Property as research plots for use by AISD staff and students.
4. Installation of fencing along perimeter boundaries of the Property.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 06, 2018 08:13 AM

2018173777

MEDINAE: \$50.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

AISD Land Development Standards Agreement

Briefing to the Environmental Commission
Atha Phillips, Environmental Program Coordinator
Watershed Protection Department
March 6, 2019

Current Agreement

- Agreements with school districts authorized by state law
- Original agreement with AISD is from 1994
- Four previous amendments, three agreements and one memo to address specific issues, processes, and development
- Grandfathers AISD projects to 1994 regulations
- No transfers allowed in the Barton Springs Zone, except per Fourth Amendment and the Bowie Agreement dated 7/19/2017
- Bowie Agreement created a path for Bowie High School to be redeveloped, acquire adjacent properties, and use a transfer to keep overall impervious cover at 25% NSA
- This agreement is not a wholesale amendment to the Interlocal Agreement, it is an agreement to deal with an issue at a specific school.

Unforeseen Circumstances

- Bowie Agreement was negotiated using incorrect information
- Original site plan approved in 1986
- The calculation table stated that the overall impervious cover was 884,565 square feet
- The footprint of the school has not changed
- AISD conducted a survey in 2018 that measured the existing impervious cover to actually be 1,053,185 square feet
- The newly discovered error makes the Bowie Agreement insufficient for the redevelopment planned

Current Conditions:

Original Site Plan (RZ-86-042) Sheet A-1.1

SITE COVERAGE

TOTAL AREA OF SITE : 2,805,500 S.F.
TOTAL FLOOR AREA RATIO : 280,186 / 2,805,500
TOTAL AREA COVERED BY SLABS : 280,186 S.F.
TOTAL AREA COVERED BY WALKS : 228,978 S.F.
TOTAL AREA COVERED BY PAVING. 375,401 S.F.
TOTAL IMPERVIOUS COVER : 884,565 S.F.
PERCENT OF IMPERVIOUS COVER : 31%

Current Survey Impervious Cover:

GSA: 64.419 acres

NSA: 51.32 acres

Allowable Impervious Cover: 12.83 acres (25%)

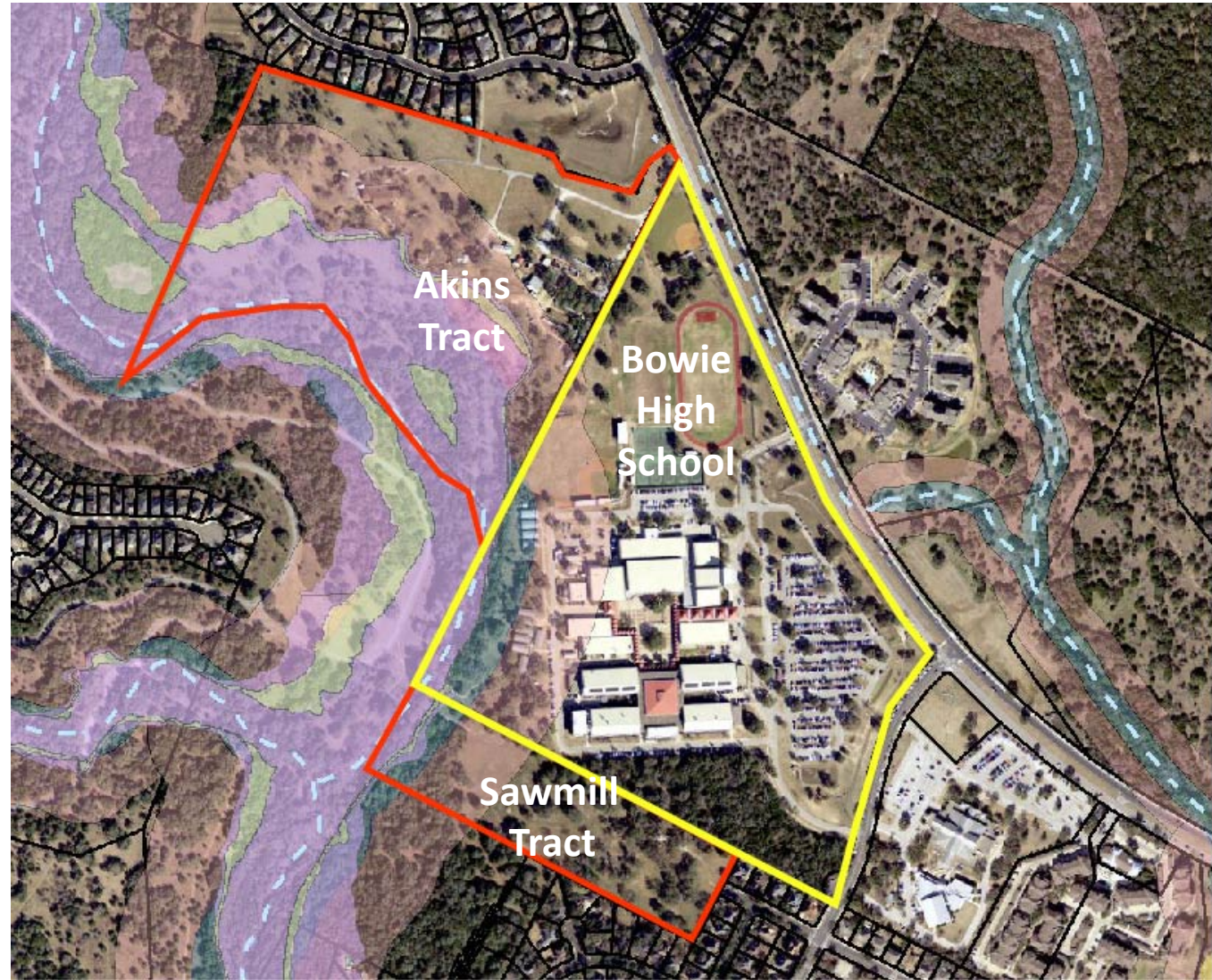
Existing Impervious Cover: 24.2 acres (47%)

Solution:

Existing Bowie Agreement

Adjacent properties purchased:

- Akins Tract: 39.666 Acres
- Sawmill Tract: 12.826 Acres
- Adjacent properties become part of the defined site area
 - GSA=116.911 acres
 - NSA=71.97 acres
 - Allowed Impervious Cover = 17.99 acres
 - Adds 2.61 acres of usable impervious cover



Solution:

Existing Bowie Agreement

Transfer from Travis Country tract:

- Restrictive Covenant Doc# 2018173777
- 50% NSA of 12.45 acre
 - GSA=12.45 acres
 - NSA=10.386 acres
 - Allowed Impervious Cover = 5.193 acres
 - Transfer amount to Bowie = 5.193 acres

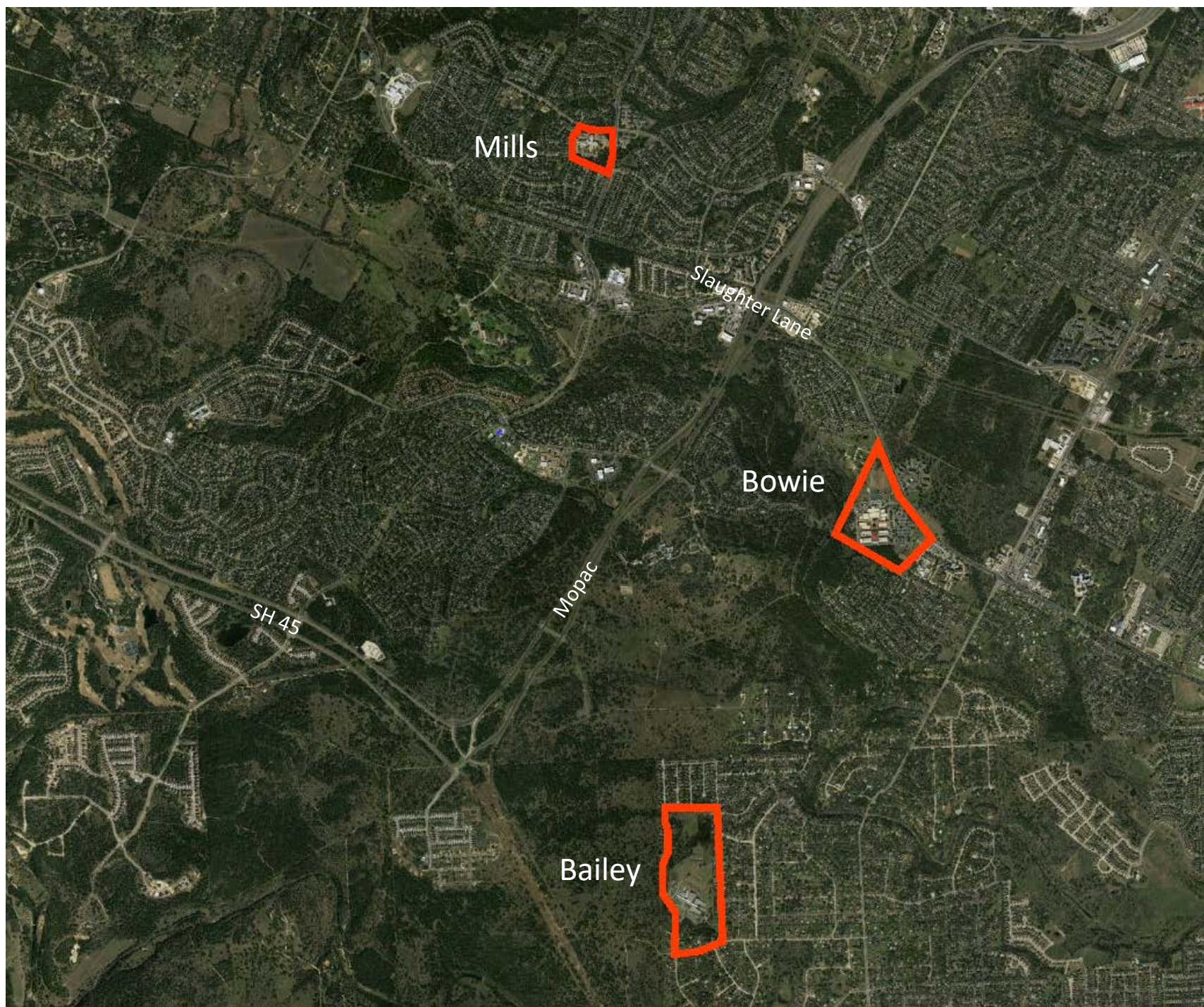


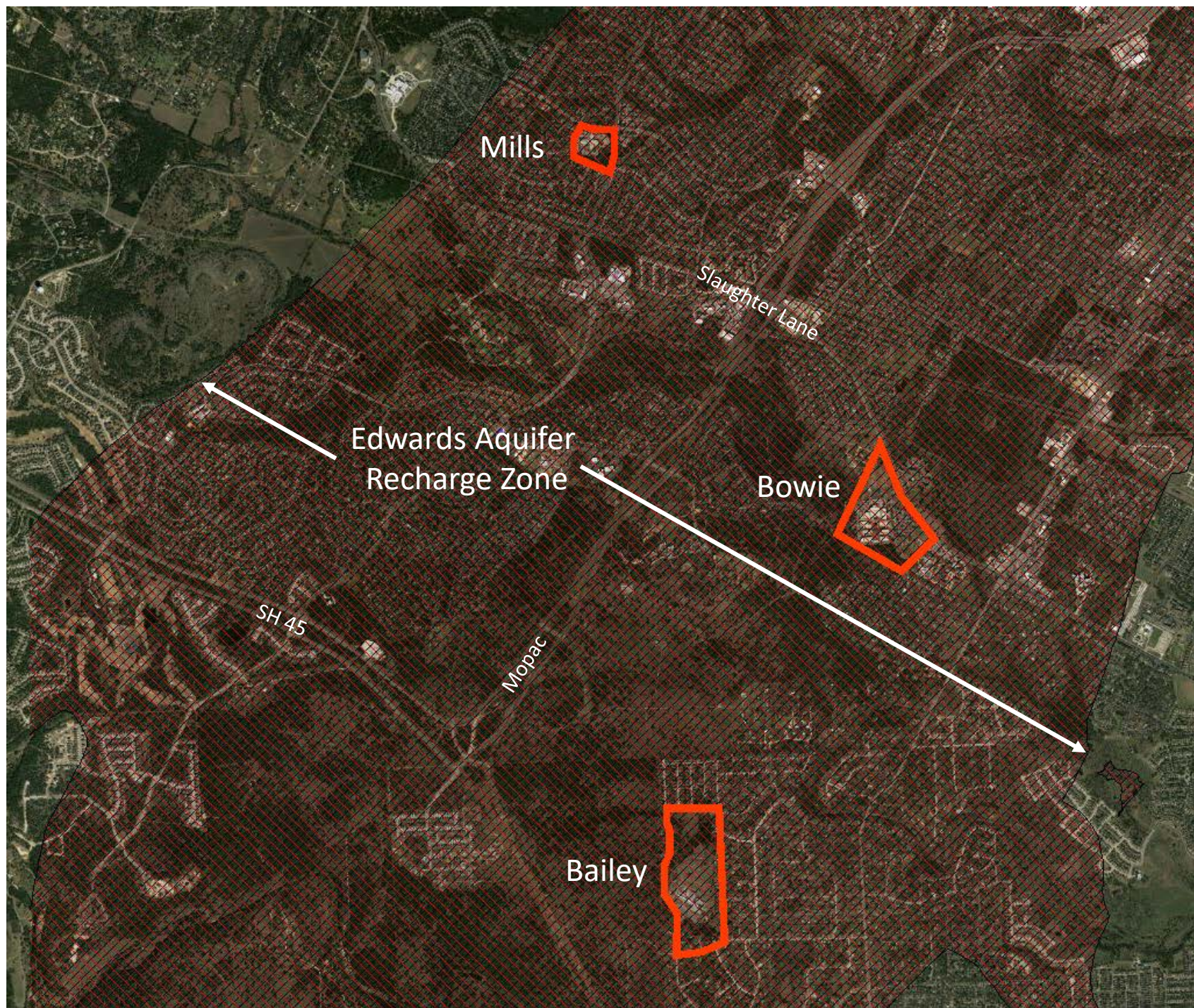
Solution:

Proposed Agreement

Found additional acreage at nearby schools:

1. Mills Elementary
 2. Bailey Middle School
- Both schools are in Barton Springs Zone
 - Both schools are over the Edwards Aquifer Recharge Zone
 - Transferring entitlements will limit development on these campuses





Existing

	Gross Site Area (acres)	Net Site Area (acres)	Allowable Imp. Cover (acres)	Existing Imp. Cover (acres)	Available Imp. Cover (acres)
Mills	14.215	14.215	7.108	3.953	3.154
Bailey	41.183	38.915	9.729	8.927	.802
Travis Country	12.45	10.386	5.193	0	5.193
Bowie	64.419	51.32	12.83	24.2	(11.37)

Proposed

	Gross Site Area	Net Site Area	Allowable Imp. Cover	Existing Imp. Cover	Available Imp. Cover	Proposed Imp. Cover Transfer	Remaining Available Imp. Cover
Mills	14.215	14.215	7.108	3.969	3.138	2.838	.3
Bailey	41.183	40.316	10.079	8.938	1.141	.73	.41
Travis Country	12.45	10.386	5.193	0	5.193	5.193	0
Total					9.472	8.76	.71
Akins Adjacent Property	39.666	12.27	3.07	2.42	.65		
Sawmill Adjacent Property	12.826	8.38	2.09	.13	1.96		
Bowie	64.419	51.32	12.83	24.2	(11.37)		
Total	116.911	71.97	17.99	26.75	(8.76)	8.76	0

Questions?

Contact Information:

Atha Phillips

Environmental Program Coordinator

Watershed Protection Department

(512) 974-2132

Atha.Phillips@austintexas.gov

AISD Provided Chart

							Allowable Impervious Cover			Existing Impervious Cover		Remaing Impervious Cover (Available)		Proposed Impervious Cover	
	Tract	Notes	Gross Site Area (SF)	Gross Site Area (Acres)	Net Site Area (SF)	Net Site Area (Acres)	% NSA	SF	Acres	SF	Acres	SF	Acres	I.C. (SF)	I.C. (Acres)
Bowie Site	Bowie	Boundary Survey 8/20/2018, CWQZ/WQTZ from COA GIS	2,806,083	64.419	2,235,644	51.32	25%	558,911	12.83	1,053,185	24.2	558,898	(11.37)		24.2
	Akin	Boundary Survey 8/15/2018, CWQZ/WQTZ from COA GIS	1,727,855	39.666	534,295	12.27	25%	133,574	3.07	105,584	2.42	27,990	0.65		2.42
	Sawmill	Boundary Survey 8/22/2018, CWQZ/WQTZ from COA GIS	558,695	12.826	364,994	8.38	25%	91,248	2.09	5,739	0.13	85,509	1.96		0.00
					Total Bowie Site NSA (acres)	71.968	Bowie Tract Allowable I.C. (25% NSA)		17.992	Total Existing I.C. (acres)	26.75	Existing Net Shortage of I.C. (8.76)		Total Proposed I.C. (acres) 26.62	

							Allowable Impervious Cover			Existing Impervious Cover		Remaing Impervious Cover (Available)		Proposed Transfer to Bowie Site		Remaining Impervious Cover	
Current Transfer	Travis Country	No boundary survey, CWQZ/WQTZ from COA GIS	542,322	12.45	452,432	10.39	50%	226216	5.19	0	0.00	226216	5.19		5.19		0
New Transfer	Mills ES	Impervious Cover Survey 02/26/2019, no boundary survey	619,227	14.215	619,227	14.22	50%	309613	7.11	172,893	3.97	136720	3.14		2.84		0.3
New Transfer	Bailey MS	Impervious Cover Survey 02/26/2019, no boundary survey, WQTZ from I.C. Survey 02/26/2019	1,793,937	41.183	1,756,167	40.32	25%	439042	10.08	389,359	8.94	49683	1.14		0.73		0.41
												Total Transfer Bucket	9.472	Total Area Transferred to Bowie Site (8.76)		Total Remaining I.C. in Transfer Bucket (acres)	0.71

Bowie Tract Allowable I.C. (25% NSA)	17.992
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Bowie Tract Proposed I.C.	17.858	24.814%
Total Proposed I.C. - Total Area Transferred to Bowie Site		

Notes: Bowie Tract I.C. (existing and proposed) based on survey including part aerial data and part ground data
Bowie, Akin, and Sawmill NSA calculated using COA GIS boundaries for CWQZ and WQTZ
Akin Tract & Bowie Tract CWQZ/WQTZ buffers on survey do not match COA GIS data
Akin Tract I.C. based on PDF of Land Title/Boundary Survey dated 7/5/2017 which shows existing improvements
Akin Tract I.C. assumes that the corrals and area around the ag-barns are impervious
Sawmill Tract Existing I.C. is minimal and planned to be removed, so the proposed I.C. is zero
Previous spreadsheet did not account for CWQZ/WQTZ on Bailey Tract
Impervious cover calculations do not include portables
Akin Tract Proposed I.C. shown matches the existing I.C. calculated, assuming no change in I.C.
Bowie Tract Proposed I.C. is assumed to be less than or equal to the existing I.C.