

## **Exhibit A**

# **FIRST AMENDMENT TO 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**

**STATE OF TEXAS**

§

**COUNTY OF TRAVIS**

§

**KNOW ALL**

§

**BY THESE PRESENTS:**

This First Amendment to 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 ("First 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 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 effective January 22, 2018 ("Original Agreement"); and

**WHEREAS**, since entering into the Original Agreement, the parties have determined that the Bowie High School site includes more existing impervious cover than was previously identified; and

**WHEREAS**, in order to allow for the redevelopment of Bowie High School and to account for the greater amount of existing impervious cover, the City and AISD have an interest in providing for transfer of impervious cover from Mills Elementary School and Bailey Middle School campuses; and

**WHEREAS**, the City and AISD desire to amend the Original 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:

- A. Article III (Impervious Cover Transfer Process) of the Original Agreement is deleted and replaced with the following:

## **ARTICLE III – IMPERVIOUS COVER TRANSFER PROCESS**

## Exhibit A

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

1. The tracts from which impervious cover shall be transferred (the “Transferring Tracts”) are 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 (“Transferring Tract One”).

Mills Elementary School, also referred to as Village at Western Oaks Site in the School District Land Development Standards Agreement (“Transferring Tract Two”).

Bailey Middle School (“Transferring Tract Three”).

2. The impervious cover credits eligible for transfer from the Transferring Tracts will be calculated based on the allowable impervious cover under the School District Land Development Standards Agreement.
  3. Transferring Tract One 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. For Transferring Tracts Two and Three, AISD shall modify the site plans for these campuses with a tracking table indicating the amount of remaining impervious cover available from each campus and the amount of impervious cover transferred to Bowie High School.
  5. The impervious cover from the Transferring Tracts may be used by AISD for redevelopment of the Bowie Site and to meet the requirements of this Agreement.
- B. All provisions of the Original Agreement not specifically amended herein shall remain in effect.

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

*(signatures on next page)*

## **Exhibit A**

### **CITY OF AUSTIN:**

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

Spencer Cronk  
City Manager

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

### **AUSTIN INDEPENDENT SCHOOL DISTRICT:**

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

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

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

### **APPROVED AS TO FORM:**

\_\_\_\_\_  
Chad Shaw

Assistant City Attorney